MEMORANDUM OF UNDERSTANDING
by and between
the Integrated Justice Information Systems Institute, Inc.
and

This Memorandum of Understanding ("MOU") sets forth the terms under which the Integrated Justice Information Systems Institute, Inc. ("IJIS") will provide authorized users, as such term is defined below, from the state of _____ (the "State") with access to an automated process to facilitate the State's exchange of Prescription Drug Monitoring Program ("PDMP") data owned by the State with the PDMP data of other states authorized by the respective states as may be identified in related MOUs and/or agreements with those states. IJIS and this State may be individually referred to herein as "Party" or collectively as "Parties."

RECITALS

WHEREAS, the State's PDMP and/or Health Information Exchange ("HIE") collects prescription drug dispensing and/or prescribing information collectively referred to throughout this MOU as "State Prescription Data," and this State maintains a database containing such State Prescription Data; and

WHEREAS, IJIS provides secure data communications services to be hosted by IJIS in support of the RxCheck System ("RxCheck"), a portal through which authorized users from the State and Third-Party States may request access to information regarding the other party's State Prescription Data, to facilitate the State's exchange of State Prescription Data with Third-Party States and/or a State's authorized users by facilitating integration of electronic health record systems, pharmacy systems, and/or health information exchanges or other healthcare related systems, as may be identified in related MOUs and other agreements with Third-Party States; and

WHEREAS, relating to the MOU and pursuant to the terms and conditions set forth herein, this State desires to permit authorized users in third party states to access prescription drug information for controlled substance prescriptions through RxCheck to facilitate or enhance patient treatment and the prevention of illegal use of controlled substances prescriptions by individuals; and

WHEREAS, RxCheck was developed under the guidance of the U.S. Department of Justice, Office of Justice Program's Bureau of Justice Assistance (BJA), designed with the partnership of state PDMP administrators, private industry, and the federal government; and

WHEREAS, RxCheck is operated under the guidance of BJA, governed by the RxCheck Governance Board consisting of PDMP representatives from participating states, and participating states maintain full ownership and control of their State prescription data.

The Parties hereto agree as follows:

1. **Overview and Scope.**

    1.1. Through RxCheck, IJIS shall provide the State with technical services that are conformant to the consensus-based national standard called the Prescription Monitoring Information eXchange

(PMIX) National Architecture to enable the reliable, secure sharing of State prescription data over the Internet.

1.2. Through RxCheck, IJIS shall provide the State with a message brokering service (the "Services") for the routing of request and response messages between the State and entities approved by the State. The Services are described in more detail in Attachment B hereto.

1.3. IJIS will provide an application programming interface (API), additional webservices and/or translation service for facilitating the integration of electronic health records, pharmacy IT systems, HIE or other healthcare related systems unless a state wishes to provide their own translation service for facilitating the integration.

2. **Term and Termination**.

    2.1. **Term**. This MOU is effective upon the date of the last signatory hereto (the "Effective Date") and will continue for one year from the Effective Date (the "Initial Term"). The MOU will renew automatically each year following the expiration of the Initial Term if not terminated earlier by a party in accordance with the termination provisions of this Section.

    2.2. **Termination**. This MOU and the State's authorization to utilize RxCheck may be terminated by either Party upon thirty (30) days written notice to the other party. The thirty-day period shall begin upon receipt of the notification by the receiving party.

    2.3. **Consequences of Termination**. Upon termination of this agreement, a state will no longer participate in multi-state data sharing through RxCheck and authorized Third-Party users from that state will no longer be permitted to access Third Party State data. Authorized users from other states will no longer be able to access or query data from the terminated state through RxCheck.

3. **RxCheck License.** IJIS shall provide the State with access to RxCheck and the associated services and capabilities of RxCheck. Subject to the terms and conditions of this MOU, IJIS issues to the State's authorized users a non-exclusive and non-transferable license to access RxCheck and to use it solely for the purposes authorized herein during the Term of this MOU. No other will be issued under this MOU.

4. **Authorization of Users.** As used herein, the term "authorized users" shall include:

    (a) those individuals or entities specifically granted permission by the State, through RxCheck, to have access to State Prescription Data;

    (b) those individuals specifically granted permission by Third-Party States, through RxCheck to have access to such State prescription data.

    (c) those individuals authorized by State to have access to the State Prescription Data via integration facilitated by RxCheck and/or via integration directly with State or Third-Party State.

    The State agrees that it is solely responsible for determining those individuals and/or entities who it shall deem to be authorized users. To that end, the State shall be responsible for reviewing, addressing, and responding to requests for authorization access its State Prescription Data through RxCheck for both State systems and integration partners. Prior to granting access to RxCheck and its associated capabilities, the State shall verify the identity and credentials of those requesting permission to access the State Prescription Data. The State shall be solely responsible for requesting such information it deems necessary and proper to accomplish this

verification. Further, the State agrees that it shall be responsible for complying with any applicable local, state, or federal law concerning the categories of individuals or entities it may authorize to have access to the State prescription data. The authorized users permitted access and a description of the data shared is provided in Attachment A.

5. **Information to be Disclosed.** At all times throughout the term of this MOU, the State shall maintain ownership of the State Prescription Data it makes available through RxCheck. Further, the State maintains all, if any, records contained within and accessible through RxCheck. IJIS will not access State Prescription Data. IJIS will not use any protected health information or personally identifiable patient information that is transmitted through RxCheck.

6. **Transmission of Data.** Any messages sent by the State through RxCheck shall meet the following requirements pertaining to confidentiality:

    6.1. The only information disclosed to IJIS in the RxCheck Hub transaction shall be the identity of the transmitting State and other metadata agreed upon by the RxCheck Governance Board and if compliant with the PMIX National Architecture. IJIS shall make no attempt to decrypt info, data, or messages.

    6.2. Any information sent by the transmitting State or confidential information pertaining to the health of the subject of the message shall be encrypted at the message level (in addition to internet transport-layer security) using a private key known only to the ultimate recipient, rendering this information indecipherable by RxCheck.

    6.3. The State shall be responsible for the quality and confidentiality of all transmitted data.

    6.4. IJIS assumes no responsibility for the disclosure of any identifying information other than the identity of the State to the ultimate recipient. The State acknowledges that IJIS shall not decrypt information and has no responsibility for disclosure in the RxCheck Hub.

    6.5. All Web-services calls between the state PDMPs and the RxCheck Service will utilize the standard TLS 1.2 data encryption methodology or any other method that complies with the security requirements of State and the PMIX National Architecture. In addition, all Protected Health Information ("PHI") will further be encrypted using the Rivest-Shamir-Adleman (RSA) Public Key Infrastructure ("PKI") data encryption methodology. Under the PMIX National Architecture, the RxCheck Service will only be able to decrypt the data used for message routing and control that is encrypted using the TLS methodology. This dual encryption design is intended to provide an industry standard secure data transmission method and to ensure that there will be no prescriber, dispenser, or patient data accessible to RxCheck or any other entity that does not possess the proper authorization and/or decryption keys. The State agrees that the prescription data will be provided to an Authorized User via a secure method that meets the most current version of the Federal Information Processing Standards secure method ("FIPS 140"). Conformance to the PMIX Specification and the methodology set forth in this Section will generally suffice to ensure that this provision is met. IJIS does not guarantee to the State that the services will be available without interruption; however, IJIS will work to remedy interruptions within a reasonable amount of time. IJIS will notify the State within a reasonable amount of time of becoming aware of any service interruption.

    6.6. The Parties have no responsibilities whatsoever in relation to the other Party about interruptions pursuant to this MOU and the description of Services.

    6.7. IJIS shall ensure that the MOUs signed by all participating states are substantively identical to this MOU, including all attachments. However, variation in the itemized data elements and user roles enumerated in Attachment A is permissible.

6.8. The State agrees that the Prescription Data that it transmits to authorized users shall be provided via a secure method. Any Prescription Data transmitted to an Authorized User shall be transmitted by the State directly to such authorized user or authorized Third-Party. Likewise, any prescription data received by an Authorized User within the State from a Third-Party State shall be transmitted directly by a Third-Party State to such Authorized user. By and through this MOU, the State agrees to cooperate with Third-Party States in the coordination of the delivery and receipt of State prescription data requested through the RxCheck.

7. <u>Costs.</u>

7.1. IJIS will provide the State access to the RxCheck hub at no charge.

7.2. The State will be responsible for any charges or expenses, including but not limited to any custom adapter software that does not conform to the PMIX Specification, Internet service Provider and equipment charges, and fees charged by vendors of third party products unless funds for these items are provided for through grant awards.

8. <u>State Representations.</u>

8.1. The State agrees to use, process, transmit, retransmit, retain and store the State Prescription Data that flows through, by or from IJIS, directly or indirectly, relating to this MOU in compliance with all Applicable Laws. In addition, the State shall require each of its authorized users to certify that he or she will adhere to all applicable laws regarding the access, use, and disclosure of prescription data. The State is responsible for investigating and pursuing any necessary disciplinary action relating to claims that a State employee, agent, contractor, or Authorized User located within the State failed to comply with Applicable Laws or the terms of this MOU in the use of State Prescription Data requested through RxCheck. As used herein, the term "Applicable Law" or "Applicable Laws" shall mean those local, state, and federal laws, rules and regulations applicable to the State Prescription Data, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, including any and all regulations promulgated thereunder ("HIPAA"); the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, and any and all regulations promulgated thereunder ("HITECH"); the applicable rules, regulations, instruction and guidelines promulgated by the Centers for Medicare and Medicaid Services ("CMS"); 42 C.F.R. § 422.504(e)(4), (h), (i)(2), and (i)(4)(v); Medicare Managed Care Manual Ch. 11, § 100.4; and applicable Medicare fraud, waste and abuse laws.

8.2. The State agrees to notify any Third-Party State, in writing, of any use or disclosure of the State Prescription Data that is received from said Third-Party State that is not permitted or required according to Applicable Laws within three (3) business days of the State's discovery of such unauthorized use or disclosure or within such other timeframe as required by Applicable Laws, as amended. In addition, the State agrees to notify any Third-Party State within three (3) business days of discovery or any breach of unsecured Protected Health Information that involves the Third-Party State's Protected Health Information ("PHI"), as the terms "breach" and "unsecured Protected Health Information" are defined in 45 CFR 164.402 and any subsequent regulations and guidance from the Secretary of the United States Department of Health and Human Services. Notice of such breach shall include the identification of everyone whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during such breach. The State further agrees to make available in a reasonable time

and manner any information needed by the Third-Party State to respond to individuals' inquiries regarding said breach. The State shall bear its own expense connected to any notification requirements imposed by its state law. Any notifications imposed under HIPPA, CFR 164.402, shall be carried out and paid for by the party deemed a covered entity.

8.3. The State shall not knowingly or voluntarily transmit any defamatory, libelous, spamming, obscene or pornographic information. The State shall not misrepresent any misinformation associated with the MOU. The State acknowledges that it is aware that data or information received or transmitted by a third party in connection with the MOU may not be accurate through no fault of the State or IJIS. Upon notification by IJIS that any information transmitted or received in connection with this MOU is not accurate, the State agrees to use good faith efforts to stop or avoid any further disclosure of inaccurate information.

8.4. The State shall immediately notify the Third-Party States upon learning of any impending change in statutes or regulations that may materially alter or affect either of the following:

   i)   The classes of persons the State may approve as authorized users; or
   ii) Any clause in this Memorandum of Understanding.

9. **Indemnification.** No party waives any right or defense to indemnification that may exist in law or equity.

10. **Information Disclaimer.** The Parties agree that any State Prescription Data received by an Authorized User located in the State, pursuant to a request through RxCheck will be transmitted from the Third-Party State without being reviewed or verified by IJIS. State Prescription Data that is received pursuant to a request through RxCheck is provided "as is," meaning it is maintained and transmitted by the Third-Party State without any guarantee or warranty from the Third-Party State or IJIS as its completeness, accuracy, or reliability.

11. **No Warranties.** Unless specifically set forth herein, to the maximum extent permitted under applicable law, IJIS expressly disclaims all warranties and representations, whether express, implied, or statutory, including without limitation the implied non-infringement, or any express or implied warranty arising out of trade usage, or out of course of dealing or course of performance. The requirements under this provision shall survive the termination of expiration of this MOU.

12. **Limitation of Liability.** Each party shall assume the responsibility and liability for acts and omissions of its own officers, agents, or employees in connection with the performance of their official duties. For tort liability purposes, no participating party shall be considered the agent of the other participating parties. Each party shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. The parties expressly agree that no provision of this agreement is in any way intended to constitute a waiver, by either party, of any immunity from suit that either party may have by operation of law. IJIS shall not be liable for any penalties, damages, or losses incurred by states that are the result of any occurrence or failure to perform by the state which caused or contributed to the state's failure to comply with any applicable laws or its performance obligations under this MOU.

13. **Disputes.** The Parties shall use their best efforts to resolve any dispute between the Parties arising under this MOU through face-to-face good faith negotiations. Disputes not resolved within sixty (60) days following notice of the dispute shall be resolved to by escalation. In the event of any

dispute or claim arising out of or relating to this agreement, or a breach thereof, the parties hereto shall first attempt to settle the dispute by voluntary, non-binding mediation.

14. **Notices.** Notices given by the Parties to one another in connection with this MOU shall be given in writing and delivered by hand delivery, return mail, by email with appropriate confirmation of receipt, or by nationally-recognized express delivery service to the Parties' respective addresses set forth below or to such other address as the Parties may substitute by giving notice to one another in accordance with this Section. Notices shall be deemed to have been received upon the earlier of actual receipt thereof, or, with respect to (a) overnight delivery, by the next business day following delivery to such express delivery service, (b) U.S. mail, by the third business day following such delivery to the U.S. Postal Service.

Designated Representative of IJIS	
Name	
Title	
Telephone	
Address	
Email	

Alternate Designated Representative of IJIS	
Name	
Title	
Telephone	
Address	
Email	

Designated Representative of the State	
Name	
Title	
Telephone	
Address	
Email	

Alternate Representative of the State	
Name	
Title	
Telephone	
Address	
Email	

15. **Assignment.** The State shall not assign or transfer its rights or obligations under this MOU without the prior written consent of IJIS. Any assignment or transfer without the required consent will be void and will be a material breach of this MOU. Upon any permitted assignment, the State shall remain jointly and severally liable for performance under this MOU, unless expressly released in writing by IJIS.

16. **Binding Nature and Assignment.** This MOU shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

17. **Force Majeure.** Neither Party shall be liable for any failure or delay in performing all or part of its obligations under the terms of this MOU caused by or resulting from legislative action or other acts of government, war, acts of any person engaged in a subversive activity, sabotage, riots, strikes, slow-downs, lock-outs, or labor stoppage, freight embargoes, fires, explosions, flood, earthquake or other acts of God, or by reason of the judgment, filing or order of any court or agency of competent jurisdiction occurring subsequent to the signing of this MOU, unavailability of PDMP data, fiber cut caused by a third party or any other circumstances reasonably beyond a Party's control (a "Force Majeure Event").

18. **Entire Understanding and Modification.** This MOU contains all terms and conditions agreed upon by the Parties related to RxCheck, and supersedes all prior understandings, writings, proposals, representations, or communications, oral or written, of the parties hereto as to the subject matter addressed herein. Each party represents and warrants that any changes to this MOU made by a Party prior to execution were clearly marked as changes and that it made no changes to this MOU that were not properly and clearly marked as changes to this MOU. After execution, this MOU may not be modified, amended, or changed except by a written MOU signed by the Parties.

19. **Authority.** IJIS and the State warrant that each has full power and authority to enter and perform this MOU, and the person signing this MOU on behalf of each Party has been properly authorized and empowered to enter this MOU on behalf of such Party.

20. **No Implied Waiver.** Except as expressly provided herein, the failure of either Party to insist, in any one or more instances, upon the performance of any provision of this MOU shall not be construed as a waiver or a relinquishment of any right granted or arising hereunder or of the future performance of any such provision. Such failure shall in no way affect the validity of this MOU or the rights and obligations of Parties hereunder.

21. **Relationship of Parties.** This MOU shall not constitute or otherwise imply a joint venture, partnership or formal business organization of any kind. Both Parties shall be considered independent contractors and neither Party shall be considered an agent, designee or representative of the other for any purpose. Under no circumstances shall employees of one Party be deemed the employees of the other Party.

22. **Survival.** The Parties' respective representations, warranties and covenants, together with the obligations of confidentiality and limitations on liability will survive the expiration, termination or rescission of this MOU and shall continue in full force and effect.

23. **Severability.** Should any part, term, or condition of this MOU be declared illegal, invalid or unenforceable or in conflict with any other laws, the remaining provisions shall be valid and not affected thereby.

24. **Headings.** The headings in this MOU are strictly for convenience and do not amplify or limit any of the terms, provisions, or conditions contained herein.

25. **No Third-Party Beneficiary Rights.** Except as otherwise expressly provided in this MOU, nothing in this MOU shall be enforceable by any person other than IJIS and the State, and no third-party beneficiary rights are conferred on any such third party.

26. **Counterparts.** This MOU may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

The undersigned warrant that they are authorized representatives of their respective Party and that they have full power and authority to enter into this MOU and bind their respective Party to its terms and, in the case of the State, the State, to its terms.

IJIS Institute, Inc			
By		**By**	
Name		**Name**	
Title		**Title**	
Date		**Date**	

ATTACHMENT A
Requirements for Interstate Data Sharing Agreement

Purpose
This attachment is designed to supplement the Memorandum of Understanding and the Statement of Work and Service Level Agreement (SLA) between the Integrated Justice Information Systems Institute, Inc. and   .
This Appendix provides the relevant information related to access and use of data from the Prescription Drug Monitoring Program. This includes the data that the PDMP will share for both requests and responses in addition to the roles that represent the authorized end users. This attachment also stipulates how hub-to-hub data sharing may take place. When any data is shared through the RxCheck Hub, the State and IJIS Institute agree to the following stipulations.

1. **Relevant State Statutes and Enabling Legislation.**
   Listed below are the requirements for data sharing and enabling legislation as laid out in applicable statutes:

2. **Information to be disclosed.**
   The information to be disclosed shall consist of State Prescription Data that is normally provided upon request to an authorized user under the current applicable statutes and regulations for the state PDMP disclosing the data.

3. **Sharing Partners.**
   As indicated above, the state PDMP has the authority to share State Prescription Data and intends to share data interstate with other state PDMPs, pursuant to applicable state laws and regulation. The State may list desired sharing partners below, may submit the partners to the IJIS Institute to initiate the data connection required for sharing, or may use the RxCheck admin console to initiate connection.

   3.1. Sharing Partner State A
   3.2. Sharing Partner State B

   For sharing partners that are both RxCheck users, the IJIS Institute will require written notification authorizing the connection to be made between the states and an acknowledgement of authorized end user roles. Alternatively, the states may use the RxCheck admin console to identify authorized user roles.

4. **Hub-to-Hub Information Sharing.**
   Upon execution of hub-to-hub agreements between RxCheck, PMP Interconnect (PMPI), or other hubs, RxCheck users will be afforded the capability to share data with participating states that use other hubs.

   4.1. Hub-to-Hub Security.
   Data that is shared between the Hubs will retain the same level of end-to-end encryption and security that exists within each hub.

4.2. Hub-to-Hub Access.
Precautions will be taken to ensure that there is not unauthorized access. The hubs will ensure that the same roles and authorized user types that have access within a hub will have access across hubs. Specifically, this is designed to make sure that there is no additional access inadvertently provided to a broader set of users or roles in another hub.

4.3. Hub-to-Hub Agreements.
The agreements between the hubs will govern specifically how State prescription data is allowed, handled, and governed, and is out of the scope of this attachment. For states that are users of other hubs, the IJIS Institute will require written notification from both states. Additionally, all hubs must have a hub-to-hub data interstate data sharing agreement in place. Alternatively, the RxCheck state may use the RxCheck admin console to identify states and select authorized roles to initiate hub-to-hub exchanges.

5. Termination.
This appendix agreement shall be effective if the MOU and State's authorization to utilize RxCheck remain in effect. As noted in the MOU, this agreement and all associated appendices and agreements there within may be terminated by either Party upon thirty (30) days written notice to the other party. The thirty-day period shall begin upon receipt of the notification by the receiving party.

6. Notice and Notification.
Notices given by the Parties to one another in connection with this Agreement shall be given in writing and delivered by hand delivery, return mail, by email with appropriate confirmation of writing and delivered by hand delivery, return mail, by email with appropriate confirmation of receipt, or by nationally-recognized express delivery service to the Parties' respective addresses set forth below or to such other address as the Parties may substitute by giving notice to one another in accordance with this Section. Notices shall be deemed to have been received upon the earlier of actual receipt thereof, or, with respect to (a) overnight delivery, by the next business day following delivery to such express delivery service, (b) U.S. Mail, by the third business day following such delivery to the U.S. Postal Service.

7. Costs.
and its data sharing partners shall be responsible for their own costs or expenses.

8. Role Usage and Mapping.
RxCheck currently uses the role as identified in the PMIX Execution Context. To facilitate hub-to-hub data sharing, RxCheck will use an agreed upon mapping to account for minor role differentiation between hubs. Upon such time that a uniform set of roles is adopted across all hubs, RxCheck intends to adopt the updated role set.

9. Authority.
IJIS and the State warrant that each has full power and authority to enter and perform this MOU, and the person signing this MOU on behalf of each Party has been properly authorized and empowered to enter this MOU on behalf of such Party.

The undersigned warrant that they are authorized representatives of their respective party and that they have full power and authority to enter into this MOU and bind their respective Party to its terms and, in the case of the State, to its terms.

	IJIS Institute, Inc		
By		**By**	
Name		**Name**	
Title		**Title**	
Date		**Date**	

Attachment B
Statement of Work and Service Level Agreement (SLA)

1. **Service Parameters.**

    A. **Services Being Provided.** Under this SLA, IJIS shall provide a message brokering service for the routing of request and response messages between the representing State PDMP systems. The intention of the Parties is that the service shall be available to the States in the hours as set forth below. IJIS does not guarantee to the Participants that the services will be available without interruption and the Parties shall have no responsibilities whatsoever in relation to the other as regards interruptions pursuant to this SLA. The timing and hours or implementation of the customer services offered by a Party is agreed upon separately for each State between the Party and the State in question. With respect to the transmittal of information the State should maintain a double-check system to verify transmittal and receipt of the transmitted data or information. IJIS shall not be responsible for the failure of such transmittals. External factors that may impact these services, such as State PDMP system availability and network bandwidth, are outside the scope of this SLA.

    B. **IT Management.** IJIS shall provide the following IT management services:
        1. Ensuring that all servers are properly patched and upgraded;
        2. Verifying that the environment remains free of viruses and malware; and,
        3. Providing nightly backup of non-patient data such as User Credentials, SRS configuration, Certificates, and event logs on all RxCheck servers.
        4. Maintaining audit logs of transactions to be made available to participating states.

    C. **Service Availability.** IJIS shall ensure RxCheck service availability, as follows:
        1. Service maintenance is performed during non-business hours/weekends and requires a 12 hour window.

        2. Notification will typically be given at least 48 hours before planned maintenance.
            a. States should notify IJIS of any planned or unplanned maintenance or interruptions. IJIS will notify partner states within 24 hours of receipt of state notice.

    D. **Incident and Problem Management.** All incidents shall be reported to National Information Sharing Standards (NISS) Help Desk at 1.877.333.5111 or 703.726.1919 or NISShelp@ijis.org. In the event the submitted incident needs escalation, it will be escalated to Robert May at 703.726.3508 or robert.may@ijis.org for recording and tracking.

The following are the service performance targets for this SLA:

Severity Level	Description	Response time to begin working issue	Resolution/Mitigation	Status Updates
Severity 1 Incidents	RxCheck server is down or unreachable	Within eight (4) hours from time reported	Within one (12 hours; escalate to Robert May	Daily

Severity 2 Incidents	RxCheck server is unavailable to one agency	Within one (12 hours from time reported	Within three (36 hours; escalate to Robert May	Daily
Severity 3 Incidents	RxCheck server is unusually slow in processing transactions	Within three (3) business days from time reported	Within five (5) business days; escalate to Robert May	Every other day

E. **General Service Requests.**

Service Request Type	Request Completion
Administration: • New password or password reset • New account • Web administration • General Q&A	48 hours (normal business hours)
Configuration: • Change to existing application/system • File restore	72 hours (normal business hours)
Hardware move, add or change	Within 14 business days

Server Availability			Service Level	
Based on Microsoft SLA: server availability is subject to Next Business Day Support, minimum. Time calculated at 24 hours per day, 7 days a week, and 365 days a year.			99 percent per month	
Server Backups	**Frequency**	**Type of Backup**	**Retention Period**	**Location**
All local drives and System State	Daily	Incremental	Two (2) Weeks	Offsite
Trans Logs and Backup files for Applications	Daily	Full	Two (2) Weeks	Offsite
Data Retention	**Frequency**	**Type of Backup**	**Retention Period**	**Location**
Audit Logs	Daily	Full	Indefinitely	Offsite

IJIS Institute, Inc.			
By		**By**	
Name		**Name**	
Title		**Title**	
Date		**Date**	