

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE BOARD OF PHARMACY**

**ADDENDUM # 1 TO RFP INVITATION # 2014-042**

Proposals Due: Jan 31, 2014

TIME OF BID OPENING: 2:30

**FOR: New Hampshire Board of Pharmacy Prescription Monitoring System RFP**

#	QUESTION	ANSWER
1	Page 35, Topic 14, Migration Strategy: what data is contemplated being migrated? Converted?	Please refer to Section B5 Data Interfaces/Conversion of the Business Requirements Worksheet in Appendix C. Specifically Requirements B5.1 – B5.5.
2	Page 41, Topic 26, Open Standards: in what way would a hosted, SaaS solution be subject to RSA 21-R? The State would not be acquiring an ownership interest in such software, but rather paying for services from the successful vendor, or at the most a specific term license.	<p>Please respond to Topic 26 as requested with an explanation of how your solution complies with Open Standards and Open Data Formats as mandated by RSA 21-R (HB418 2012). For example;</p> <ol style="list-style-type: none"> <li>1. Is the proposed application considered Open Source Software?</li> <li>2. Does it comply with Open Standards, including but not limited to Open Data Formats?</li> <li>3. Describe the degree to which the proposed Solution meets the requirements of RSA 21-R:10, 21-R:11, 21-R:13.</li> </ol>
3	Page 2, section 1.2 requires Vendor to be prepared to begin work by January, 2014. Since the response is not due until January 31, 2014, and the schedule anticipates a Notice to Proceed around March 15, 2014; can the State provide some clarification regarding the date shown? Additionally, the RFP indicates an initial term to extend through January 30, 2019. Would it be more accurate to state that the term would extend through the fifth anniversary of the contract date?	The State will update this in Addendum 2

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4	<p>Page3, section 1.3. How many dispensers are located within the State of New Hampshire, and how many are in other jurisdictions?</p> <p>How many controlled substance prescriptions are dispensed annually in New Hampshire?</p> <p>How many practitioners (as used in this RFP) are there located within the state?</p>	<p>There are approximately 270 in state pharmacies ( 30 independent and 240 chain drug stores) There is an unknown but very small number of practitioners that dispense controlled substances that will be required to report; we estimate about 200. We do not know how many controlled substances are dispensed annually in New Hampshire. There are about 10,000 practitioners in the state of New Hampshire</p>
5	<p>Page 10, section 4.16 requires the Proposal to be submitted in a 3-ring binder. Are the cost proposals to use the same guidelines as section 4.16?</p>	<p>The cost Proposal (one (1) original and seven clearly identified cost copies) must be packaged separately from the original Proposal, labeled clearly and sealed. The cost proposals do not have to be submitted in a 3-ring binder.</p>
6	<p>Page 19, section A-2 provides that this project will be conducted “in cooperation with” the New Hampshire Department of Information Technology (DoIT), which department coordinates statewide information technology activities. What will be the specific role of DoIT in the project?</p>	<p>DoIT will assist the Board of Pharmacy (NHBOP) as needed with technical decisions and issues to ensure that statewide policies and procedures are met; and a technically appropriate solution is implemented.</p>
7	<p>Page 20, section A-2.1-2.3 discuss the relationship of the New Hampshire DoIT and the NHITP with various state agencies and departments. Does DoIT provide direct support to the New Hampshire BOP? Is the NHITP 2005-2009 as set forth on the DoIT website the most recently published plan?</p>	<p>The Department of Information Technology (DoIT) works with Executive Branch Agencies within the State of New Hampshire in the completion of individual Agency IT Strategic Plans and Partners with State Leaders on the completion of the New Hampshire Information Technology Plan (NHITP). DoIT provides limited support to the NHBOP for most IT services except application development.</p>
8	<p>Page 21, section A-4.1. What is the budgeted amount of financing the Project Sponsor has secured, or plans to secure, for this project? Is this project funded at this time? If so, what is the length of time for which funding has been obtained?</p>	<p>The Board of Pharmacy has obtained a Harold Rogers grant. A financial committee is in place and we feel that we have adequate funding to implement this project.</p>
9	<p>Page 23, section C-1. Will practitioners and/or dispensers have delegates with access to the system? Will any law enforcement personnel have access?</p>	<p>It is the intention to allow practitioner delegates; this is still being reviewed from a legal perspective. Law enforcement personnel will not have direct access to the system.</p>

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10	<p>Appendix C- A 1.6 Please define what you mean by "HL7 compliant". Does that mean the application must be written using HL7 standards, or that the system can be queried by another system using HL7 requests, or does it mean something else?</p>	<p>The system can be used to create HL7 compliant extracts/reports.</p>
11	<p>Appendix C- B 1.1 Does this requirement mean that the Vendor must collect data in the "most current" ASAP format?</p>	<p>The system must use the most current ASAP format, per the industry standard.</p>
12	<p>Appendix C, B 1.4 Does this mean that, assuming an April 1, 2014 start date for example, dispensers would begin submitting data on April 1, and physicians and other registrants would not be able to submit inquiries until October 1, 2014?</p>	<p>It would be the intention of the program to back load 6 months of data from dispensers from the "go live date." So that once the program is initiated there will be six months of data already in the PMP.</p>
13	<p>Appendix C, B 1.14 Would the State consider removing secure email, telephone modem, diskette, and CD-ROM as required data collection methodologies, and limit this to SFTP,VPN and other agreed-upon media and/or methodologies?</p>	<p>Yes provided that the method to load data is in place and that dispensers that are not computerized can submit data.</p>
14	<p>Appendix C, B 1.23 To whom and for what use must the NDC database and DEA numbers be provided? Do you mean that the application must use these databases as a resource for information regarding drugs and prescribers/dispensers registered with DEA?</p>	<p>It would be the expectation that the PMP application can convert an NDC number to a drug name, strength and dosage form.</p> <p>It would be the expectation that the PMP application can convert a DEA number to a practitioner's name and address including number, street, city and Zip code.</p> <p>It is not the intention to use the application at this time for anything but a PMP.</p>
15	<p>Appendix C, B 1.24 Please clarify what is meant by "Homeless" indicator, and how this information is intended to be used.</p>	<p>Some patients do not have a permanent residence and we would require some type of indicator or indication of such. We are looking for vendor expertise to advice on the best method to handle this type of situation.</p>
16	<p>Appendix C, B 2.1 Are the levels "established to suggest possible drug abuse" intended to be cumulative (i.e., 6 Practitioners, 6 Pharmacies, AND within 6 months), or are the connected with an "or"?</p>	<p>The level to establish possible abuse or misuse initially is (i.e., 6 Practitioners, 6 Pharmacies, AND within 3 months or 100 mg of Morphine equivalent per day). We would prefer the ability to adjust such levels if warranted by the Board of Pharmacy.</p>

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17	<p>Appendix C, B 5.1 Please provide exemplars of what the State means by comparing a data extract from a registration database with DEA numbers and populating the PMP database. Is this how the State intends to establish registered users? Please provide examples of how the State would like to use this functionality. Same question for Section B5.1-5.</p>	<p>Some of the licensing agency will be able to provide practitioner names, address, license number BUT not DEA number. It would be the preference of the PMP program to be able to match practitioners and add the missing DEA number. This is used to assist in Initial registration. According to NH law all practitioners that can prescribe controlled substances must register with the PMP by June 30, 2015.</p>
18	<p>Appendix C, B 5.1 and B 5.2 Indication is made that the State intends to migrate all license types to an enterprise solution over the next 36 months. Does that mean that the processes required by these sections must be duplicated/repeated with the new enterprise solution? Has that solution been selected? Is the duplication/repeat process expected to be priced with this RFP response, or is that a separate process</p>	<p>The State of New Hampshire will produce the data extract of Licensee information from the enterprise Licensing solution and provide it to the Board of Pharmacy/Vendor for comparing the data extract with DEA numbers and populating the PMP database.</p>
19	<p>Appendix C, B 6.1 Please provide an example of "slightly different but similar" patient records.</p>	<p>E.G. If a patient had the same birth date and they had prescriptions filled under the following names. They would likely be the same person.</p> <ul style="list-style-type: none"> <li>• Edward O'Keefe</li> <li>• Ed OKeefe</li> <li>• Ted OKeefe</li> <li>• Eddie O'Keefe ... etc.</li> <li>•</li> </ul>
20	<p>Appendix C, B 6.8 What information would the State expect to upload from the prescriber and dispenser licensing applications? That information is important so that the vendor can ensure the application database has necessary fields to accommodate the desired uploaded data.</p>	<p>Please refer to Section B1 Data Collection from Dispensers and Data Administration of the Business Requirements Worksheet in Appendix C. Specifically Requirement B1.12.</p>
21	<p>Appendix C, T 2.1 What specific industry standards are preferred by the State regarding this testing? What is the state-approved testing methodology?</p>	<p>Please refer to Appendix G-1 and G-2 of the RFP.</p>
22	<p>Appendix C, H 2.1 What are the "adequate disaster recovery procedures" defined by the State of New Hampshire, and where may we find those?</p>	<p>Please refer to Appendix C, H2 DISASTER RECOVERY, Requirements H2.2 – H2-10.</p>

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23	Appendix C, H 3.2 How does a Vendor know what network redundancy is deemed adequate by the State?	Please refer to Appendix C, H3 NETWORK ARCHITECTURE, Requirements H3.1-H3.5.
24	Appendix C, H 5.18 What type of files does the State contemplate uploading and downloading via secure FTP?	Various correspondence/documents throughout the project lifecycle could potentially be shared via secure FTP. E.G. Information requests specific to NH Dispensers/Providers; Test Results; Data Center details/specifications, etc...
25	Page 5, Section 4.1 Are vendors required to provide separately sealed boxes for each copy of the response? Are vendors required to seal cost proposal separately from technical proposal? Please define "permanently marked".	Each copy of the Vendor Response must be bound separately. All 8 copies can be contained in one sealed box. Pricing must be sealed separately; all copies of pricing can be contained in one sealed envelope. Permanently marked indicates the use of a writing utensil that cannot be erased.
26	Page 10, Section 4.16 Are vendors required to include page numbers on the cover page, forms, and attachments, (including financial statements, etc.)?	No
27	Page 11, Section 4.18.2 Are vendors required to complete the Transmittal Form Letter on copies of PDF version of pages 11-12 of the RFP? This will include RFP requirements 4.18.1-4.18.5 on the Transmittal Form Letter.	Vendors should print pages 11 – 12; complete the Transmittal Letter; and attach to Proposal.
28	Appendix C, B 1.14 Would the State consider amending the requirement to remove obsolete recording methods such as telephone modem, diskette, and tape?	Yes provided that the method to back load data is in place and that dispensers that are not computerized can submit data.
29	Appendix C, B 2.1 – B 2.4 This requirement may remove offenders that query users may want to search, particularly if other states are able to search the database. Would the State consider archiving.	The state of New Hampshire has a very strict LAW that demands the DELETION of data ( see RSA 318-B:32 IV )

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30	<p>Appendix C, B 5.1  Does this requirement pertain only to registration of prescribers “ Vendor must compare a data extract from the states' enterprise eLicensing application containing all active Licensees with the DEA numbers from the Drug Enforcement Agency and populate the PMP database with all active prescribers and dispensers authorized to prescribe or dispense schedule II-IV controlled substances within the state prior to "go-live". Currently includes Nurse Practitioners (approximately 1726); Dentists (approximately 1108); Veterinarians (approximately 905). Note that the State of New Hampshire plans to migrate all License types into an enterprise-wide solution and over the next 36 months.” and dispensers?</p>	Yes
31	<p>Appendix C, B 5.2  Does this requirement include vendors “de-activating” prescribers and dispensers on a monthly basis?  “Application must compare a data extract from the states' enterprise eLicensing application containing all active Licensees with the DEA numbers from the Drug Enforcement Agency on a monthly basis to determine all changes in active prescribers and dispensers authorized to prescribe or dispense schedule II-IV controlled substances within the state and update all changes to the PMP database (new and inactive Licensees). Note that the State of New Hampshire plans to migrate all License types into an enterprise-wide solution and over the next 36 months.”</p>	Yes, but we are open to suggestions of less expensive alternatives. See Addendum 2.
32	<p>Appendix C, A 1.6  Please define HL7 compliant. HL7 refers to healthcare records, but does not coincide with ASAP 4.2 and NCPDP standards. System must be HL7 compliant</p>	New Hampshire requires the proper standards for PMP. Although migration to Electronic Medical Records is not the focus of this PMP it should considered that future enhancements may require linking with EMR.
33	<p>Appendix C, T 1.8  Please clarify this requirement.  “Test the Digital Signature; guarantees the unaltered state of a file”</p>	This Requirement will be deleted in Addendum 2.

#	QUESTION	ANSWER
34	<p>Modify the proposed agreement generally reflect that Appriss is proposing an internet-based Software-as-a-Service solution that is hosted by Appriss (the "Solution"). The agreement currently reads as a license and maintenance agreement for traditional software that would be hosted within the State's environment, which is not in line with the Solution that Appriss is proposing.</p>	<p>It's the States expectation that this will be a vendor- hosted solution. There are several vendor-hosted solutions; some require the purchase of software licenses, some not. The cost score will be based on the 5-year total cost to the State; whether licensing/maintenance costs, or fee-based costs.</p>
35	<p>Section 8.2.3, Delete setoff clause in the Event of Default since 8.2.4 allows the State to pursue all remedies at law or in equity. State declines to make this revision.</p>	<p>State declines to make this revision.</p>
36	<p>Section 9.2, Since Appriss is proposing its pre-existing Solution as opposed to engaging in custom development, delete this section or add a clause making it clear that Appriss retains ownership to the Solution.</p>	<p>State declines to make this revision. Section 9.2 refers to data and property already owned by the State.</p>
37	<p>Section 13, Limit indemnification to third party claims alleging that the Solution infringes the intellectual property rights of any third party; this is standard in the SaaS solution environment and the existing indemnification language is overbroad given the type of service being delivered by Appriss.</p>	<p>State declines to make this revision.</p>
38	<p>Section 14, In view of the fact that the proposed solution will be a SaaS solution and Appriss would have no employees or subcontractors located in New Hampshire it appears that this requirement is not necessary. To impose this requirement on a vendor proposing a SaaS solution would add unnecessary costs which would of course be passed on to the State. Would the State be willing to delete this requirement or to amend it to reflect that it is only required if the successful bidder has employees or subcontractors within the State of New Hampshire?</p>	<p>State declines to make this revision.</p>

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39	Section 15, In view of the fact that the proposed solution will be a SaaS solution and Appriss would have no employees or subcontractors located in New Hampshire it appears that this requirement is not necessary. To impose this requirement on a vendor proposing a SaaS solution would add unnecessary costs which would of course be passed on to the State. Would the State be willing to delete this requirement or to amend it to reflect that it is only required if the successful bidder has employees or subcontractors within the State of New Hampshire?	State declines to make this revision.
40	Section H-25.8.1, Modify this section to reflect that Appriss grants a non-exclusive, non-transferable limited license to use the Solution and its associated Documentation <u>during the Term</u> of the Agreement – as this is a subscription-based license to the Solution (not perpetual).	If purchase of the license is not part of the vendor proposal, terms will be modified to reflect a non-exclusive, non-transferable limited license to use the Solution and its associated Documentation <u>during the Term</u> of the Agreement, see Addendum 2.
41	Section H-25.10, Add the following as H-25.10.2.7: Except as otherwise provided herein, Vendor disclaims all warranties, express or implied, with regard to the System, Solution, Deliverables, and Services, including but not limited to implied warranties of fitness for a particular purpose and merchantability.	The State will make this addition in Addendum 2
42	Section H-25.11, Delete as not applicable; this is not a traditional software license; Vendor is required to support the Solution throughout the Term.	State declines to make this revision. In Software as a Service alternatives the State sees H-25.11 as outlining the Service Level Agreement.
43	Section H-25.8.2, State shall be responsible for the issuance and administration of all User IDs for authorized users of the Solution, including the obligation to immediately deactivate User IDs of authorized users that no longer have a need to know. Vendor shall provide its standard Documentation to the State in an electronic format, and the State shall be responsible for the dissemination of such Documentation to authorized users.	Electronic documentation is sufficient.
44	Section H-25.12.6, The agreement should state that the prescription history will be returned to the state upon termination in CSV format.	The data extract can be in CSV format, or other mutually agreed upon format between the State and Vendor.

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45	Section H-25.12.7, Delete parenthetical related to custom code and the license back sentence at the end of the first paragraph – as these are inapplicable give the Solution model.	The State will make this change in Addendum 2
46	<p>Section H-25.12.14, Add the following:  In furtherance of mission to combat prescription fraud and preventing drug diversion, the State agrees that prescription history stored in the Solution may be accessed by authorized requested in accordance with State access regulations based on role of authorized users.</p> <p>In furtherance of mission to combat prescription fraud and preventing drug diversion, State agrees to permit authorized users to access prescription history information via PMP Interconnect and/or other intermediary software technology marketed by Apriss and NABP.</p> <p>In furtherance of mission to combat prescription fraud and preventing drug diversion, State agrees to permit to use the prescription history in compliance with applicable laws to develop analytics based on the prescription history and to market such analytics, without royalty, to permitted requestors.</p>	Request is being researched by the NH Attorney Generals' office and will be addressed in Addendum 2.
47	Section H-25.14.1, Delete clause e; these damages can be pursued at law, rather than being mandated by contract.	State declines to make this revision
48	Section H-25.15.2, Set liability limit at 1X the total Contract price.	State declines to make this revision.
49	Section H-25.20, Delete as inapplicable.	State declines to make this revision. Holdback applies to implementation and subsequent warrantee period.
50	Section H-25.21, Delete as inapplicable	If a SaaS Solution is chosen; and should early termination be required; the Vendor must immediately submit to state all data in the mutually agreed-upon format. When a new solution is procured by the State, the Vendor will be required to migrate all State data to the new solution.

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51	<p>Pg. 5, 4.1:</p> <ul style="list-style-type: none"> <li>• It says to clearly mark the carton containing the proposal with State of New Hampshire, NH Board of Pharmacy, Response to PB RFP 20114-41, but the title is RFP 2014-042. Do we still mark it with RFP 20114-41?</li> <li>• Do the copies and original proposal have to each be sealed separately, or can they all arrive in one sealed box?</li> <li>• If they all must come separately sealed, can we send in one box, but have each in a sealed envelope?</li> </ul>	<ul style="list-style-type: none"> <li>• Will be corrected in Addendum 2</li> <li>• No, each proposal does not need to be sealed separately; and they can be mailed in one Box. Pricing must be sealed separately; all copies of pricing can be contained in one sealed envelope.</li> <li>• See above.</li> </ul>
52	Pg. 29, D1, Topic 3: Which Standard Federal Reports are being referenced?	Reporting requirements of Harold Rogers Federal Grant. Vendor experience with Federal Reporting requirements of other States will be helpful in determining complete list.
53	<p>Pg. 31, D1, Topic 6:          What sort of interfaces may the state want to implement?          Ex: EMRs, FTP, single sign-on, database authentication (license)</p>	Please refer to Section B5 Data Interfaces/Conversion of the Business Requirements. Interfaces to EMRs, FTP, single Sign-On, and/or Electronic Licensing applications may be required in future phases of this program but not required during initial implementation.
54	Pg. 34, D2.3, Topic 12: Are you expecting real-time reporting	Real-Time data transfer and reporting is not a requirement; although a nice to have. We are anticipating at least weekly data transfers from Dispensers.
55	<p>Pg. 35, D2.3, Topic 14:</p> <ul style="list-style-type: none"> <li>• How long has the state been collecting data?</li> <li>• What format is the data currently in?</li> <li>• Who is the previous vendor that has been collecting data?</li> </ul>	No prescription information/data has been collected at the State level to date. Vendor will be responsible for working with Dispensers on Dispenser data transmissions.
56	<p>Pg. 36, D2.3, Topic 15: What sort of interfaces does the state want addressed?          Ex: EMR, single sign-on, FTP, automated licensing verification</p>	Please refer to Section B5 Data Interfaces/Conversion of the Business Requirements. Interfaces to EMRs, FTP, single Sign-On, and/or Electronic Licensing applications may be required in future phases of this program but not required during initial implementation.
57	Appendix C: Does the Board want us to send out delinquency letters? If so, what is the desired frequency?	The Board would like to send delinquency notifications. The method, frequency, and determination of violators will need to be defined in corporation with Vendor.

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58	Pg. 44, E-3, 2 <sup>nd</sup> paragraph: RFP states that the Project Manager be assigned full time, on site for mutually agreed-upon phases of the Project. - Since this is not a development project, we recommend 4 hours response time – not necessarily on-site. We also recommend that NHBP require the resume of one project manager.	E-3 states that the Project Manager needs to be on site in NH during <u>mutually agreed-upon</u> phases of the Project; not on site in NH 100% of the time. Response time requirements are noted in Requirements H5.5 and H5.6. Our expectation is that whoever the Vendor proposes for project staff in their response will be reviewed/evaluated/selected by the State. Only those resources included in the proposal will be eligible for selection. Any changes in vendor project staff must be agreed upon by the State.
59	Page 46 to 48 Appendix F: Pricing Worksheets As per <u>Para 5.4.5- Scoring the Software Solution Cost</u> : It is mentioned that the cost evaluation will include Tables F1, F4 and F5. Therefore, what is the significance of F2? How will the hourly rate and hours in F2 impact the evaluation? Should the total cost of Table F2 match with Table F1 (initial contract term for implementation)? Can we add more positions to Table F2?	Information provided in Table F2 will assist the State Evaluation Team in the general evaluation of the vendor proposal and solution. Totals in Table F1 and Table F2 should match, unless the difference is explained. Yes, you can add additional positions to Table F2.
60	Pg. 49, G: RFP describes conditions and tasks relevant for a complex systems development project. We ask that NHBP allow the vendor to modify this appendix to rationalize and make it relevant (as is customary in industry) to COTS under SaaS environment while not compromising in protection that NHBP needs.	The State acknowledges that testing of SaaS and/or COTS applications is different than testing requirements for a custom developed application and modifications will be made in Addendum 2.
61	Pg. 49, G-1: RFP states: Develop software applications based on industry best practices and incorporating information security throughout the software development life cycle. - This software is already developed; therefore Code review is not necessary. Code review may be done for any customization done for NHBP.	Point acknowledged. See response to Question #60.
62	Pg. 60 – Do we fill this in now or after the award of contract?	Page 60 through page 64 is the State of New Hampshire's general Terms and Conditions; these along with General Contract Requirements will be completed after aware of contract.

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63	Pg. 65, H-25: RFP describes some conditions relevant for a complex systems development project. We ask that NHBP allow the vendor to modify this appendix to rationalize and make it relevant (as is customary in industry) to COTS under SaaS environment while not compromising in protection that NHBP needs.	The State of New Hampshire is reviewing Section H-25 of the RFP. Any changes will be included in Addendum 2. Proposals may be disqualified if proposals are made subject to changes in the Terms and Conditions not issues by the State of NH.
64	Pg. 71, H-25.10.3, part d.: On-site additional Services within four (4) business hours of a request.	H-25.10.2 part d will be modified in Addendum 2
65	TRANSITION to a New Vendor: 1. Upon termination of the contract by NHBP, or six months prior to the expiration of the contract, the Contractor shall provide to NHBP a written transition plan designed to ensure a smooth turnover of data from the Contractor to NHBP. The Contractor shall take all reasonable action to provide a minimally disruptive transition. The NHBP shall approve this plan prior to its implementation.	The State will consider the addition of this language in H-25 (See Addendum 2)
66	TRANSITION to a New Vendor: 2. At no additional cost to NHBP, the Contractor shall ensure the transfer to NHBP of all electronic and paper files, including archived files, at the termination of the contract. The software used to access and view these files shall not be proprietary and shall not in any manner preclude access to the files by NHBP. NHBP reserves the right to transfer all data to any future Contractors. Final payment by NHBP shall be withheld pending receipt and acceptance of all data by NHBP.	The State will consider the addition of this language in H-25 (See Addendum 2)
67	B5: Data Interfaces/Conversion: We recommend that NHBP require automated extraction of active licenses at the outset and consider manual maintenance for any on-going updates to minimize the cost for NHBP because of the low volume of such updates.	Optional Reductions and Optional Additions sections will be added per Addendum 2
68	Can a vendor who did not respond to the prior RFI respond to this RFP?	Yes

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BIDDER \_\_\_\_\_ ADDRESS \_\_\_\_\_

BY \_\_\_\_\_  
(this document must be signed)  
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(please type or print name) TEL. NO. \_\_\_\_\_