



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

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John
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JOHN J. BARTHELMES
COMMISSIONER

March 1, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Authorize the Department of Safety, Division of Fire Standards and Training and Emergency Medical Services, to enter into a contract with ImageTrend (VC# 169503-B001), 20855 Kensington Blvd., Lakeview, MN 55044, in the amount of \$172,480.00 for the development of a statewide trauma registry database, with an option to renew for two one-year periods at the State's discretion and with Governor and Council approval. Effective upon Governor and Council approval through June 30, 2018. Funding source: 100% Agency Income.

Funds are available in the SFY2015 operating budget as follows:

02-023-023-237010-33400000	Dept. of Safety – Fire Stnds-Trng-EMS – Fire Stnds-Trng Grants	\$172,480.00
103-502664	Contracts for Op Services	

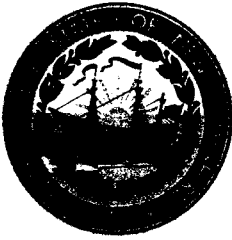
Explanation

The Emergency Medical Services (EMS) Statewide Trauma Registry grant will be used to fund the development of a statewide trauma registry that will create a uniform reporting mechanism for roadway trauma injuries. It will collect detailed information from each of the New Hampshire hospitals that were previously unavailable. This information can be linked to the EMS database to improve the completeness and accuracy of the information. Currently, there is very limited access to information pertaining to the injuries suffered in motor vehicle and roadway trauma. EMS is unable to analyze the current information to quantify the true severity and cost of motor vehicle crashes. In addition, EMS cannot drill down to identify what specific driver, vehicle, or roadway variables would be highest yield when selecting potential intervention. With the trauma registry in place, data can be linked to motor vehicle crashes allowing an analysis of injury pattern/severity/medical resource utilization by a variety of crash variables. This allows for the strategic allocation of resources in an effort to decrease the economic cost and physical burdens caused by road related injuries.

This contract went for bid through the posting of RFP 2014-101, and notice of the posting was sent to all vendors on the Department of Information Technology's vendor list. ImageTrend was the only responding bidder.

Respectfully submitted,

John J. Barthelmes
John J. Barthelmes
Commissioner of Safety



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301

Fax: 603-271-1516 TDD Access: 1-800-735-2964

www.nh.gov/doit

Steven J. Kelleher
Acting Commissioner

March 24, 2015

John J. Barthelmes
Commissioner
Department of Safety
33 Hazen Drive
Concord, NH 03305

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter into a contract amendment with ImageTrend, Inc., (ImageTrend) as described below and referenced as DoIT No. 2014-101.

This is a contract for “off the shelf” software for a Trauma Registry which will interface with the National Trauma Data Bank for the input and assessment of hospital treatments of trauma patients in the State of New Hampshire. The contract value is \$172,480. The contract end date is June 30, 2018.

A copy of this letter should accompany the Department of Safety submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink that reads "Steven J. Kelleher".

Steven J. Kelleher

SJK/dcp
DOS 2014-101

cc: David Perry, Contracts Manager, DoIT Logistics

RFP 2014-101 Trauma Registry

Company	Company address	Software Solution 300 Pts. max	Technical, Service and PM Exp and Approach 250 Pts. max	Company Qualifications 50 Pts. max	Staffing Qualifications 50 Pts. max	Solution Cost Points 350 Pts. max	TOTAL 1000 Pts. max
ImageTrend	20855 Kensington Blvd. Lakeville, MN 55044	246.2	211.2	41.4	41.0	293.0	832.8
Company	Address	n/a	n/a	n/a	n/a	n/a	0.0
Company	Address	n/a	n/a	n/a	n/a	n/a	0.0
						Max Points	832.8

Evaluation Committee:

Doreen Gilligan, Registered Nurse	Ms. Gilligan is the ER Director for Portsmouth Regional Hospital. She is a member of the Trauma Medical Review Committee as well as Portsmouth's Trauma Coordinator.
Richard "Chip" Cooper, FSTEMS Data Manager	Mr. Cooper holds a Master Degree in Public Health and is a paramedic.
Nick Mercuri, Bureau Chief	Mr. Mercuri is a paramedic, a registered nurse, a holds a Master Degree in Healthcare Administration.
Rick Sheldon , DOS IT Lead	Mr. Sheldon has previous experience as project manager for California Department of Transportation. He is Project Management (PMP) certified by the Project Management Institute.

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF SAFETY
 TRAUMA REGISTRY
 CONTRACT 2014-101
 AGREEMENT- PART 1

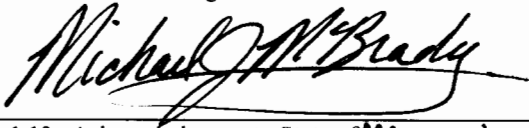
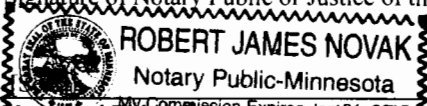
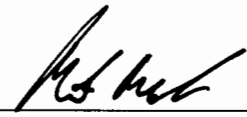

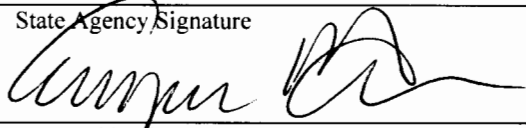
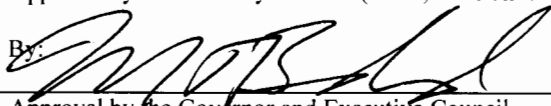
Subject: Trauma Registry

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Safety		1.2 State Agency Address 33 Hazen Drive, Concord NH 03301	
1.3 Contractor Name ImageTrend, Inc.		1.4 Contractor Address 20855 Kensington Blvd Lakeville, MN 55044	
1.5 Contractor Phone Number 952-469-1589	1.6 Account Number 02-23-23-237010-33400000	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$172,480
1.9 Contracting Officer for State Agency Jon R. Bouffard		1.10 State Agency Telephone Number 603-223-4211	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michael J. McBrady,	
1.13 Acknowledgement: State of <u>Minnesota</u> , County of <u>Dakota</u> On <u>March 23, 2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  			
1.13.2 			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Elizabeth Bielecki, Director of Administration Department of Safety	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>3/30/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement

those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any requested report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting

Officer upon receipt of written request and not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s)

of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY FSTEMS
TRAUMA REGISTRY
CONTRACT 2014-101
CONTRACT AGREEMENT – PART 2

TERMS AND DEFINITIONS

The following general contracting terms and definitions apply except as specifically noted elsewhere in this document.

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
CCP	Change Control Procedures
CR	Change Request
COTS	Commercial Off-The-Shelf Software
CM	Configuration Management
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY FSTEMS
TRAUMA REGISTRY
CONTRACT 2014-101
CONTRACT AGREEMENT – PART 2

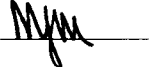
	for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i>)
Contracted Vendor/Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire
Custom Software	Software developed by the Vendor specifically for this project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
DBA	Database Administrator
Deficiencies/Defects	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>High Deficiency – <i>Software</i> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p>Medium Deficiency – <i>Software</i> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p>Low Deficiency – <i>Software</i> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and</p>

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY FSTEMS
TRAUMA REGISTRY
CONTRACT 2014-101
CONTRACT AGREEMENT – PART 2**

	do not require re-performance of the Service.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date that the Governor and the Executive Council of the State of New Hampshire approves the Contract
Encryption	Supports the encoding of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
FSTEMS	Fire Standards and Training and Emergency Medical Services
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Harvest	Software to archive and/or control versions of software
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure the application is protected from buffer overflow, cross-site

2014-101 COTS Contract Agreement-Part 2

Initial All Pages:

ImageTrend's initials: 

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY FSTEMS
TRAUMA REGISTRY
CONTRACT 2014-101
CONTRACT AGREEMENT – PART 2**

	scripting, SQL injection, and canonicalization
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by ImageTrend as essential to work on the Project.
Licensee	The State of New Hampshire
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager’s written direction to the Vendor to begin work on the Contract on a given date and time
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Vendor’s personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State’s and the Vendor’s representative with regard to Review and Acceptance of

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	Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with the Vendor on the Project
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
SaaS- Software as a Service	Occurs where the COTS application is hosted but the State does not own the license or the code. The vendor allows the use of the software as a part of their service.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract
Software Deliverables	COTS Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire

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	Department of Safety 33 Hazen Drive Concord, NH 03301 Reference to the term “State” shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State’s Confidential Records	State’s information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u>
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year
State Project Leader	State’s representative with regard to Project oversight
State’s Project Manager (PM)	State’s representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when ImageTrend is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.

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User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor/ Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
Warranty Period	A period of coverage during which ImageTrend is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by the Vendor during the Warranty Period.
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through the Department of Safety (“State”), and ImageTrend, Inc., a Corporation (ImageTrend) having its principal place of business at 20855 Kensington Blvd., Lakeville, MN 55044. The State is contracting with ImageTrend to implement a state-wide Trauma Registry for the Department of Safety.

RECITALS

The State desires to have ImageTrend provide a Commercial-off-the-shelf Trauma Registry Software System, and associated Services for the Department of Safety Division of FSTEMS;

ImageTrend wishes to provide a Commercial-off-the-Shelf Software System and associated Services for the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

This Contract is comprised of the following documents (Contract Documents):

- A. Part 1 – State Terms and Conditions contained in the Form P-37
- B. Part 2 – The Contract Agreement
- C. Part 3 – Consolidated Exhibits
 - Exhibit A- Contract Deliverables
 - Exhibit B- Price and Payment Schedule
 - Exhibit C- Special Provisions
 - Exhibit D- Administrative Services
 - Exhibit E- Implementation Services
 - Exhibit F- Testing Services
 - Exhibit G- Maintenance and Support Services
 - Exhibit H- Requirement Responses
 - Exhibit I- Work Plan
 - Exhibit J- Software License and related Terms
 - Exhibit K- Warranty and Warranty Services
 - Exhibit L- Training Services
 - Exhibit M- Agency RFP with Addendums, by reference
 - Exhibit N- The Vendor Proposal, by reference
 - Exhibit O- Certificates and Attachments


1.2 Order of Precedence

In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

- a. State of New Hampshire, Department of Safety Contract 2014-101.

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- b. RFP 2014-101 Trauma Registry, dated April 3, 2014, with addendum(s) incorporated; then
- c. ImageTrend's Proposal, dated May 21, 2014.

1.3 Contract Term

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Contract shall begin on the Effective Date and extend through June 30, 2018. The Term may be extended, ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term, up to but not beyond June 30, 2022.

ImageTrend shall commence work upon issuance of a Notice to Proceed by the State.

The State does not require ImageTrend to commence work prior to the Effective Date; however, if ImageTrend commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of ImageTrend. In the event that the Contract does not become effective, the State shall be under no obligation to pay ImageTrend for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

Time is of the essence in the performance of ImageTrend's obligations under the Contract.

2. COMPENSATION

2.1 Contract Price

The Contract price, method of payment, and terms of payment are identified and more particularly described in Contract Exhibit B: *Price and Payment Schedule*.

2.2 Non-Exclusive, FIRM FIXED PRICE Contract

This is a Non-Exclusive, Firm Fixed Price (FFP) Contract with price and term limitations as set forth in the Contract.

The State reserves the right, at its discretion, to retain other contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. ImageTrend shall not be responsible for any delay, act, or omission of such other contractors, except that ImageTrend shall be responsible for any delay, act, or omission of the other contractors if such delay, act, or omission is caused by or due to the fault of ImageTrend.

3. CONTRACT MANAGEMENT

The Project will require the coordinated efforts of a Project Team consisting of both ImageTrend and State personnel. ImageTrend shall provide all necessary resources to perform

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its obligations under the Contract. ImageTrend shall be responsible for managing the Project to its successful completion.

3.1 The Vendor's Contract Manager

ImageTrend shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. ImageTrend's Contract Manager is:

Trisha Moline
20855 Kensington Blvd.
Lakeville, MN 55044
Tel: (952) 469-1589

Email: tmoline@imagnetrend.com

3.2 The Vendor's Project Manager

3.2.1 Contract Project Manager

ImageTrend shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. ImageTrend's selection of the Contracted Vendor Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed ImageTrend Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of ImageTrend's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

3.2.2 ImageTrend Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as ImageTrend's representative for all administrative and management matters. ImageTrend's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I, Section 2. ImageTrend's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. ImageTrend's Project Manager must work diligently and use his/ her best efforts on the Project.

3.2.3 ImageTrend shall not change its assignment of ImageTrend Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of ImageTrend's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than ImageTrend Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFP); and be subject to reference and background checks described above in Contract Agreement Part 2, Section 3.2.1: *Contract Project Manager*, and in Contract Agreement Part 2, Section 3.6: *Reference and Background Checks*, below. ImageTrend shall assign a replacement

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ImageTrend Project Manager within ten (10) business days of the departure of the prior ImageTrend Project Manager, and ImageTrend shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim ImageTrend Project Manager.

3.2.4 Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare ImageTrend in default and pursue its remedies at law and in equity, if ImageTrend fails to assign an ImageTrend Project Manager meeting the requirements and terms of the Contract.

3.2.5 The Contracted Vendor Project Manager is:

Angie Koch
ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville, MN 55044
akoch@imagetrend.com

3.3 (952) 469-1589 ImageTrend Key Project Staff

3.3.1 ImageTrend shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.1: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on ImageTrend Key Project Staff. The State reserves the right to require removal or reassignment of ImageTrend's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Section 4.10: *Background Checks*.

3.3.2 ImageTrend shall not change any ImageTrend Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of ImageTrend Key Project Staff will not be unreasonably withheld. The replacement ImageTrend Key Project Staff shall have comparable or greater skills than ImageTrend Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement-Part 2, Section 3.6: *Reference and Background Checks*,

3.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare ImageTrend in default and to pursue its remedies at law and in equity, if ImageTrend fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with ImageTrend's replacement Project staff.

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3.4 State Contract Manager

The State shall assign a Contract Manager who shall function as the State’s representative with regard to Contract administration. The State Contract Manager is:

Elizabeth Bielecki
Department of Safety
33 Hazen Drive
Tel: (603) 223-8020
Email: Elizabeth.bielecki@dos.nh.gov

3.5 State Project Manager

The State shall assign a Project Manager. The State Project Manager’s duties shall include the following:

- a. Leading the Project;
- b. Engaging ImageTrend;
- c. Managing significant issues and risks.
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of change proposals; and
- g. Managing stakeholders’ concerns.

The State Project Manager is:

Jon Bouffard
Deputy Chief - EMS
Department of Safety
98 Smokey Bear Bvd
Tel: (603) 223-4200
Email: jon.bouffard@dos.nh.gov

3.6 Reference and Background Checks

The State may, at its sole expense, conduct reference and background screening of the Contracted Vendor Project Manager and ImageTrend Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement, Part 2-Section 11: *Use of State’s Information, Confidentiality*.

4. DELIVERABLES

4.1 Vendor Responsibilities

ImageTrend shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a Subcontractor is used.

ImageTrend may subcontract Services subject to the provisions of the Contract. ImageTrend must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider ImageTrend to be wholly

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responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

4.2 Deliverables and Services

ImageTrend shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

Upon its submission of a Deliverable or Service, ImageTrend represents that it has performed its obligations under the Contract associated with the Deliverable or Service.

4.3 Non-Software and Written Deliverables Review and Acceptance

After receiving written Certification from ImageTrend that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the specifications outlined in the contract. The State will notify ImageTrend in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of ImageTrend's written Certification. If the State rejects the Deliverable, the State shall notify ImageTrend of the nature and class of the Deficiency and ImageTrend shall correct the Deficiency within the period identified in the Work Plan. If no period for ImageTrend's correction of the Deliverable is identified, ImageTrend shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify ImageTrend of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If ImageTrend fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require ImageTrend to continue until the Deficiency is corrected, or immediately terminate the Contract, declare ImageTrend in default, and pursue its remedies at law and in equity.

4.4 System/Software Testing and Acceptance

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Exhibit F: *Testing Services*.

4.5 Security

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and Data.

IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

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All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. See *Contract Agreement –Part 3 – Exhibit F: Testing* for detailed information on requirements for Security testing.

5. SOFTWARE

5.1 COTS Software and Documentation

ImageTrend shall provide the State with Software Licenses and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

5.2 COTS Software Support and Maintenance

ImageTrend shall provide the State with Software support and Maintenance Services set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

5.3 Restrictions

Except as otherwise permitted under the Contract, the State agrees not to:

- a. Remove or modify any program markings or any notice of ImageTrend's proprietary rights;
- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

5.4 Title

ImageTrend must hold the right to allow the State to use the Software or hold all title, right, and interest in the Software and its associated Documentation

6. WARRANTY

ImageTrend shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in Exhibit K: *Warranty and Warranty Services*.

7. SERVICES

ImageTrend shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

7.1 Administrative Services

ImageTrend shall provide the State with the administrative Services set forth in the Contract, and particularly described in Exhibit D: *Administrative Services*.

7.2 Implementation Services

ImageTrend shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Exhibit E: *Implementation Services*.

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7.3 Testing Services

ImageTrend shall perform testing Services for the State set forth in the Contract, and particularly described in Exhibit F: *Testing Services*.

7.4 Training Services

ImageTrend shall provide the State with training Services set forth in the Contract, and particularly described in Exhibit L: *Training Services*.

7.5 Maintenance and Support Services

ImageTrend shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in Exhibit G: *System Maintenance and Support*.

8. WORK PLAN DELIVERABLE

ImageTrend shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. ImageTrend shall update the Work Plan as necessary, but no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve ImageTrend from liability to the State for damages resulting from ImageTrend's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

In the event of any delay in the Schedule, ImageTrend must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of ImageTrend or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event additional time is required by ImageTrend to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from ImageTrend's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with the Vendor's Work Plan or elements within the Work Plan.

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9. CHANGE ORDERS

The State may make changes or revisions at any time by written Change Order. The State originated changes or revisions shall be approved by the Department of Information Technology. Within five (5) business days of ImageTrend's receipt of a Change Order, ImageTrend shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

ImageTrend may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to ImageTrend's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Order requests from ImageTrend to the State, and the State acceptance of ImageTrend's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

10. INTELLECTUAL PROPERTY

Upon successful completion and/or termination of the Implementation of the Project, ImageTrend shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to ImageTrend provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Vendors' special utilities. ImageTrend shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation developed under the Contract.

In no event shall ImageTrend be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, ImageTrend shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement

10.1 State's Data

All rights, title and interest in State Data shall remain with the State.

10.2 Vendor's Materials

Subject to the provisions of this Contract, ImageTrend may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, ImageTrend shall not distribute any products containing or disclose any State Confidential Information. ImageTrend shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that

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such is not obtained as the result of the deliberate memorization of the State Confidential Information by ImageTrend employees or third party consultants engaged by ImageTrend.

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

10.3 State Website Copyright

WWW Copyright and Intellectual Property Rights

All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

10.4 Custom Software Source Code

ImageTrend shall provide the State with a copy of the source code for the Custom Software, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid –up right and license to use, copy, modify and prepare derivative works of any custom developed software.

10.5 Survival

This Contract Agreement Section 10: *Intellectual Property* shall survive the termination of the Contract.

11. USE OF STATE’S INFORMATION, CONFIDENTIALITY

11.1 Use of State’s Information

In performing its obligations under the Contract, ImageTrend may gain access to information of the State, including State Confidential Information. “State Confidential Information” shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: *5 Exemptions*). ImageTrend shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for ImageTrend’s performance under the Contract.

11.2 State Confidential Information

ImageTrend shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all State Confidential Information that becomes available to ImageTrend in connection with its performance under the Contract, regardless of its form.

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Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State Confidential Information shall require the prior written approval of the State. ImageTrend shall immediately notify the State if any request, subpoena or other legal process is served upon ImageTrend regarding the State Confidential Information, and ImageTrend shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

In the event of the unauthorized release of State Confidential Information, ImageTrend shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

11.3 Vendor Confidential Information

Insofar as ImageTrend seeks to maintain the confidentiality of its confidential or proprietary information, ImageTrend must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that ImageTrend considers the Software and Documentation to be Confidential Information. ImageTrend acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by ImageTrend as confidential, the State shall notify ImageTrend and specify the date the State will be releasing the requested information. At the request of the State, ImageTrend shall cooperate and assist the State with the collection and review of ImageTrend's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be ImageTrend's sole responsibility and at ImageTrend's sole expense. If ImageTrend fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to ImageTrend, without any liability to ImageTrend.

11.4 Survival

This Contract Agreement Section 11, *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

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12. LIMITATION OF LIABILITY

12.1 State

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to ImageTrend shall not exceed the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement –Part 1-General Provisions*.

Notwithstanding the foregoing and any provision of this Contract to the contrary, in no event does the State waive its sovereign immunity or any applicable defenses or immunities.

12.2 ImageTrend

Subject to applicable laws and regulations, in no event shall ImageTrend be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and ImageTrend's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement –Part 1-General Provisions*.

Notwithstanding the foregoing, the limitation of liability in this SOW Section 12.2 shall not apply to ImageTrend's indemnification obligations set forth in the *Contract Agreement Part 1-Section 13: Indemnification* and confidentiality obligations in Contract Agreement-Part 2-Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

12.3 State's Immunity

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract conclusion.

12.4 Survival

This *Contract Agreement- Part 2-Section 12: Limitation of Liability* shall survive termination or Contract conclusion.

13. TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

13.1 Termination for Default

Any one or more of the following acts or omissions of ImageTrend shall constitute an event of default hereunder ("Event of Default")

- a. Failure to perform the Services satisfactorily or on schedule;
- b. Failure to submit any report required; and/or
- c. Failure to perform any other covenant, term or condition of the Contract

13.1.1 Upon the occurrence of any Event of Default, the State may take any one or more, or all, of the following actions:

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Initial All Pages:

ImageTrend's initials: MyM

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- a. Unless otherwise provided in the Contract, the State shall provide ImageTrend written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State (“Cure Period”). If ImageTrend fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving ImageTrend notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b. Give ImageTrend a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to ImageTrend during the period from the date of such notice until such time as the State determines that ImageTrend has cured the Event of Default shall never be paid to ImageTrend.
- c. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;
- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.

13.1.2 The Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

13.1.3 Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract Conclusion.

13.2 Termination for Convenience

13.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to ImageTrend. In the event of a termination for convenience, the State shall pay ImageTrend the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

13.2.2 During the thirty (30) day period, ImageTrend shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

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13.3 Termination for Conflict of Interest

13.3.1 The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other contracted payments that would have become due and payable if ImageTrend did not know, or reasonably did not know, of the conflict of interest.

13.3.2 In the event the Contract is terminated as provided above pursuant to a violation by ImageTrend, the State shall be entitled to pursue the same remedies against ImageTrend as it could pursue in the event of a default of the Contract by ImageTrend.

13.4 Termination Procedure

13.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require ImageTrend to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

13.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, ImageTrend shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of ImageTrend and in which the State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and
- e. Provide written Certification to the State that ImageTrend has surrendered to the State all said property.

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- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

14. CHANGE OF OWNERSHIP

In the event that ImageTrend should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with ImageTrend, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with ImageTrend, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to ImageTrend, its successors or assigns.

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

15.1 ImageTrend shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

15.2 ImageTrend shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve ImageTrend of any of its obligations under the Contract nor affect any remedies available to the State against ImageTrend that may arise from any event of default of the provisions of the contract. The State shall consider ImageTrend to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

15.3 Notwithstanding the foregoing, nothing herein shall prohibit ImageTrend from assigning the Contract to the successor of all or substantially all of the assets or business of ImageTrend provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that ImageTrend should change ownership, as permitted under this Contract Agreement Part 2, Section 14: *Change of Ownership*, the State shall have the option to continue under the Contract with ImageTrend, its successors or assigns for the full remaining term of the Contract; continue under the Contract with ImageTrend, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to ImageTrend, its successors or assigns.

16. DISPUTE RESOLUTION

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.

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The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR	STATE	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	Angie Koch, Project Manager	Jon Bouffard, Project Manager	5 Business Days
First	Joe Graw, VP of Client Service	Nick Mercuri, EMS Bureau Chief	10 Business Days
Second	Michael McBrady, President	John J. Barthelmes, Commissioner	15 Business Days

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The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

17. ESCROW OF CODE

ImageTrend will enter into a source and configuration code escrow agreement, with a State approved escrow agent. The escrow agreement requires ImageTrend to put the Contracted Vendor Software source and configuration code in escrow. The source code shall be released to the State if one of the following events has occurred:

- a. the Vendor has made an assignment for the benefit of creditors;
- b. the Vendor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
- c. a receiver or similar officer has been appointed to take charge of all or part of the Vendor's assets; or
- d. the Vendor or its Subcontractor terminates its maintenance and operations support Services for the State for the Software or has ceased supporting and maintaining the Software for the State, whether due to its ceasing to conduct business generally or otherwise.

18. GENERAL PROVISIONS

18.1 Travel Expenses

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services.

The Vendor must assume all travel and related expenses by "fully loading" the proposed labor rates to include, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

18.2 Shipping and Delivery Fee Exemption

The State will not pay for any shipping or delivery fees unless specifically itemized in the Contract.

18.3 Project Workspace and Office Equipment

The State agency will work with ImageTrend to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for ImageTrend's staff.

18.4 Access/Cooperation

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide ImageTrend with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete contracted services.

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The State shall use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow ImageTrend to perform its obligations under the Contract.

18.5 Required Work Procedures

All work done must conform to standards and procedures established by the Department of Information Technology and the State.

18.6 Computer Use

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter “Information”), ImageTrend understands and agrees to the following rules:

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall ImageTrend access or attempt to access any information without having the express authority to do so.
- c. That at no time shall ImageTrend access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times ImageTrend must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by ImageTrend. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if ImageTrend is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

18.7 Email Use

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as “internal Email systems” or “State-funded Email systems”. ImageTrend understand and agree that use of email shall follow State standard policy (available upon request).

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18.8 Internet/Intranet Use

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (available upon request).

18.9 Regulatory Government Approvals

ImageTrend shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

18.10 Force Majeure

Neither ImageTrend nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

Except in the event of the foregoing, Force Majeure events shall not include ImageTrend's inability to hire or provide personnel needed for ImageTrend's performance under the Contract.

18.11 Insurance

18.11.1 ImageTrend Insurance Requirement

See Contract Agreement Part 1-Form P-37 Section 14.

18.11.2 The ACORD Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department Name, name of the individual responsible for the funding of the contracts and his/her address.

18.12 Exhibits

The Exhibits referred to, in and attached to the Contract are incorporated by reference as if fully included in the text.

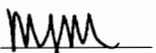
18.13 Venue and Jurisdiction

Any action on the Contract may only be brought in the State of New Hampshire Merrimack County Superior Court.

18.14 Survival

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the *Contract Agreement Exhibit D Section 3: Records Retention and Access Requirements*, *Contract Agreement Exhibit D Section 4: Accounting Requirements*, and Contract Agreement Part 2-Section 11: *Use of State's Information, Confidentiality* and Contract Agreement Part 1- Section 13: *Indemnification* which shall all survive the termination of the Contract.

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Initial All Pages:
ImageTrend's initials: 

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EXHIBIT A
CONTRACT DELIVERABLES**

1. DELIVERABLES, MILESTONES AND ACTIVITIES

ImageTrend shall provide the State with the Trauma Registry system which will meet and perform in accordance with the Specifications and Deliverables that are in accordance with the time frames in the Work Plan.

Prior to the commencement of work on Non-Software and Written Deliverables, ImageTrend shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.

The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

Pricing for Deliverables set forth in Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

Implementation Schedule – Activities / Deliverables / Milestones

Activity, Deliverable or Milestone	Deliverable Type	Proposed Date
Project Management and Implementation	As detailed below	As detailed below
Conduct Project Kickoff Meeting	Non-Software	1 week after contract signature
Status Meetings	Non-Software	Various
Work Plan	Written	30 days after contract signature
Conduct Research and Requirements Validation (C-2)	Non-Software	30 days after contract signature
Requirements Analysis Report	Written	30 days after contract signature
Conduct Technical and Information Architecture Review and Develop Plan	Non-Software	30 days after contract signature
System Interface Design and Plan	Written	30 days after contract signature
Detailed Testing Plan	Written	30 days after contract signature
Provide State level application administrative accounts into server/system software	Software	45-60 days after contract signature

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Application Software Configured to Satisfy State Requirements	Software	45-60 days after contract signature
Functioning and fully tested inbound/outbound interfaces	Software	60-90 days after contract signature
Fully tested EMS data linkage and migration interface with the registry	Software	45-60 days after contract signature
Application Security Testing completed and results submitted to State	Written	60-90 days after contract signature
User Manual(s)	Written	At contract signature
Training Materials	Written	Prior to scheduled training
System Testing	Non-Software	45-60 days after contract signature
Onsite Trainings 3 days onsite, 1 trips	Non-Software	As scheduled
Registry Implementation	Non-Software	45-60 days after contract signature
User Acceptance Testing	Non-Software	60-90 days after contract signature
System Acceptance at end of Warranty period	Non-Software	90 days after contract signature

3. TRAINING DELIVERABLES

Training will be in accordance with the requirements set forth in Contract Exhibit L: *Training Services* and the Schedule established by the *Work Plan*, Contract Exhibit I. All pricing has been established in Contract Exhibit B: *Price and Payment Schedule*.

4. SOFTWARE LICENSES

Software Licenses for are set forth in Contract Exhibit J: *Software License* and associated pricing is established in Contract Exhibit B: *Price and Payment Schedule*.

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. DELIVERABLE PAYMENT SCHEDULE

Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract totaling **\$172,480** for the period between the Effective Date through June 30, 2018. A continuation of optional years 4 and 5 shall be contingent on subsequent approval of the Governor and Council. ImageTrend shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow ImageTrend to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

Table B-1 Firm Fixed Price Deliverable Schedule

Activity, Deliverable or Milestone	Deliverable Type	Proposed Date	Pricing
Project Management and Implementation	Non-Software	Continuous	\$9,000
Conduct Project Kickoff Meeting	Non-Software	1 week after contract effective date	Included
Status Meetings	Non-Software	Various	Included
Work Plan	Written	30 days after contract effective date	Included
Conduct Research and Requirements Validation (C-2)	Non-Software	30 days after contract effective date	Included
Requirements Analysis Report	Written	30 days after contract effective date	Included
Conduct Technical and Information Architecture Review and Develop Plan	Non-Software	30 days after contract effective date	Included
System Interface Design and Plan	Written	30 days after contract effective date	Included
Detailed Testing Plan	Written	30 days after contract effective date	Included
Provide State level application administrative accounts into server/system software	Software	45-60 days after contract effective date	Included
Application Software Configured to Satisfy State Requirements	Software	45-60 days after contract effective date	Included
Functioning and fully tested	Software	60-90 days	Included

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inbound/outbound interfaces		after contract effective date	
Fully tested EMS data linkage and migration interface with the registry	Software	45-60 days after contract effective date	Included
Application Security Testing completed and results submitted to State	Written	60-90 days after contract effective date	Included
User Manual(s)	Written	At contract effective date	Included
Training Materials	Written	Prior to scheduled training	Included
System Testing	Non-Software	45-60 days after contract effective date	Included
Onsite Trainings 3 days onsite, 1 trip	Non-Software	As scheduled	\$4,050
Registry Implementation	Non-Software	45-60 days after contract effective date	Included
User Acceptance Testing	Non-Software	60-90 days after contract effective date	Included
System Acceptance at end of Warranty period	Non-Software	90 days after contract effective date	\$1,450
TOTAL			\$14,500

B-2 Future Vendor Rates Worksheet

The State may request additional Services from the selected Vendor and requires rates in the event that additional Service is required. The following format must be used to provide this information. Positions not identified in the Proposed Position Worksheet may be included in the Future Vendor Rates Worksheet.

Table B-2: Future Vendor Rates Worksheet

Position Title	Initial/Year 1	Year 2	Year 3	Year 4	Year 5
Project Manager	\$140/hour	\$140/hour	\$160/hour	\$160/hour	\$160/hour
Legacy Data Migration	\$125/hour	\$125/hour	\$140/hour	\$140/hour	\$140/hour
Position #1	\$125/hour	\$125/hour	\$140/hour	\$140/hour	\$140/hour
Position #2	\$125/hour	\$125/hour	\$140/hour	\$140/hour	\$140/hour

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PRICE AND PAYMENT SCHEDULE

B-3 Software Licensing, Features and Modules Pricing Worksheet

Table B-3 describes pricing for software licenses and additional software features and modules required to insure delivery of the Trauma Registry software

Table B-3: Software Licensing, Features and Modules Pricing Worksheet

Software, Feature or Module Name	Description/Comments	License Cost
Patient Registry License	Includes Trauma Category: Trauma Form Trauma Short Form Readmission Form	\$80,000
Visual Informatics	Addition of Trauma Cube to existing Visual Informatics module	\$8,500
Total		\$88,500

Table B-4 Hosting, Maintenance and Support Pricing Worksheet

Services	Year 1	Year 2	Year 3	Year 4 Optional	Year 5 Optional	TOTAL
Patient Registry Hosting	\$27,000	\$0	\$0	\$9,450	\$9,450	\$45,900
Patient Registry Maintenance and Support	\$38,400	\$0	\$0	\$12,800	\$12,800	\$64,000
Visual Informatics Additional Cube Maintenance and Support	\$4,080	\$0	\$0	\$1,360	\$1,360	\$6,800
Total	\$69,480	\$0	\$0	\$23,610	\$23,610	\$116,700

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Table B-5 Optional Modules is included for value engineering purposes. The inclusion of these items is beyond the scope of the initial contract. If desired, these items must be added by amendment and approved by Governor and Executive Council.

Table B-5: Optional Modules

Registry or Module Name	Description	Price
Stroke Registry	Testing and Implementation (See Table F-1)	Included at no cost
	Software License(s)	\$32,500
	Annual Maintenance and Support	\$5,200
	Annual Hosting	\$750
		\$38,450
STEMI Registry	Testing and Implementation (See Table F-1)	Included at no cost

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	Software License(s)	\$32,500
	Annual Maintenance and Support	\$5,200
	Annual Hosting	\$750
		\$38,450
Burn Category	Testing and Implementation (See Table F-1)	Included at no cost
	Software License(s)	\$32,500
	Annual Maintenance and Support	\$5,200
	Annual Hosting	\$750
		\$38,450
Rehabilitation Category	Testing and Implementation (See Table F-1)	Included at no cost
	Software License(s)	\$32,500
	Annual Maintenance and Support	\$5,200
	Annual Hosting	\$750
		\$38,450

Submersion Category	Testing and Implementation (See Table F-1)	Included at no cost
	Software License(s)	\$32,500
	Annual Maintenance and Support	\$5,200
	Annual Hosting	\$750
		\$38,450

B-6 Pricing Summary

Table B-3 Summarizes the pricing from Tables B-1 through F5 in the Pricing Worksheet (Table F-7: Pricing Summary) as appropriate. Additional lines in the table may be added or Descriptions modified as needed to summarize Tables B-1 through B-5. The Fixed Price for the Contract is grant funded and limited to the first three years as depicted below.

Table B-6: Pricing Summary

Table	Description	Year 1	Year 2	Year 3	Year 4	Year 5
B-4	Software License	\$88,500	\$0	\$0		
	TEMSIS Connection Module	Included	Included	Included		
	<i>Included for ImageTrend State Bridge to ImageTrend Patient Registry</i>					

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PRICE AND PAYMENT SCHEDULE

B-1	Registry Implementation	\$14,500	\$0	\$0		
B-5	Hosting	\$27,000	\$0	\$0	\$9,450	\$9,450
	Maintenance and Support	\$42,480	\$0	\$0	\$14,160	\$14,160
	Proposal Fixed Price Annual	\$172,480	\$0	\$0		
	Proposal Fixed Priced Total	\$172,480				
	5 Year Annual Pricing	\$172,480	\$0	\$0	\$23,610	\$23,610
		5 Year Total:				\$219,700

*** Maintenance charges will begin after System Acceptance. Should System Acceptance happen before June 30, 2015, Maintenance shall begin on July 1, 2015. Should System Acceptance happen after June 30, 2015, maintenance charges shall be prorated. In no case shall the total contract price for services through June 30, 2018 exceed \$172,480.**

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

2. TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$172,480 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to ImageTrend for all fees and expenses, of whatever nature, incurred by ImageTrend in the performance hereof.

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

3. INVOICING

ImageTrend shall submit correct invoices to the State for all amounts to be paid by the State. Invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. ImageTrend shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

Upon Acceptance of a Deliverable, and properly documented and undisputed invoices, the State will pay the correct and undisputed invoices within thirty (30) days of invoice receipt. Upon System Acceptance, ImageTrend may invoice the State for the total System cost plus maintenance through June 30, 2018. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:
NH Department of Safety
Bureau of EMS
Attn: Bureau Chief
33 Hazen Drive
Concord, NH 03305

4. PAYMENT ADDRESS

All payments shall be sent to the following address:
ImageTrend, Inc.
Payments Receivable
20855 Kensington Blvd.
Lakeville, MN 55044

5. OVERPAYMENTS TO ImageTrend

ImageTrend shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

6. CREDITS

The State may apply credits due to the State arising out of this Contract, against ImageTrend's invoices with appropriate information attached.

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

7. PROJECT HOLDBACK

The State shall withhold ten percent (10%) of the price for each Deliverable, except Software license fees, as set forth in the Payment Table above, until successful conclusion of the Warranty Period.

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EXHIBIT C
SPECIAL PROVISIONS**

1. Form P-37 Section 17. NOTICE - Replace notification to the addressed parties on Contract Agreement Part 1- Section 17 at the addresses given in blocks 1.2 and 1.4 of the Form P-37, to notify the parties below:

Notice

Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the following addresses.

TO ImageTrend:

20855 Kensington Blvd

Lakeville, MN 55044

Tel: (952) 469-1589

TO STATE:

State of New Hampshire

Department of Safety

Bureau of EMS

33 Hazen Drive

Concord, NH 03305

Tel: (603) 223-4200

2. Form P-37 Section 14. INSURANCE

Both parties agree to amend section 14.1.1 of the Contract 2014-101 in order to show the amount of insurance is in agreement with ImageTrend's coverage currently in force for comprehensive general liability for each occurrence in the amount of \$1,000,000.00 for each occurrence and the excess/umbrella liability in the amount of \$3,000,000.00 for each occurrence.

3. EXTENSION

This agreement has the option for a potential extension up to four years and nine months additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

STATE OF NEW HAMPSHIRE
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CONTRACT 2014-101 -PART 3
EXHIBIT D
ADMINISTRATION SERVICES

1. STATE MEETINGS AND REPORTS

The State believes that effective communication and reporting are essential to Project success.

ImageTrend Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

- a. **Introductory Meeting:** Participants will include ImageTrend Key Project Staff and State Project leaders from both DOS HSEM and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- b. **Kickoff Meeting:** Participants will include the State and ImageTrend Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- c. **Status Meetings:** Participants will include, at the minimum, the ImageTrend Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from ImageTrend shall serve as the basis for discussion.
- d. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.
- e. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- f. **Exit Meeting:** Participants will include Project leaders from ImageTrend and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects ImageTrend to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be ImageTrend's responsibility.

The ImageTrend Project Manager or ImageTrend Key Project Staff shall submit bi-weekly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The ImageTrend's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. ImageTrend shall produce Project status reports, which shall contain, at a minimum, the following:

- 1. Project status related to the Work Plan;
- 2. Deliverable status;
- 3. Accomplishments during weeks being reported;
- 4. Planned activities for the upcoming two (2) week period;
- 5. Future activities; and
- 6. Issues and concerns requiring resolution.
- 7. Report and remedies in case of falling behind Schedule

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EXHIBIT D
ADMINISTRATION SERVICES**

As reasonably requested by the State, ImageTrend shall provide the State with information or reports regarding the Project. ImageTrend shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

2. STATE-OWNED DOCUMENTS AND DATA

ImageTrend shall provide the State access to all documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon expiration or termination of the Contract with the State, ImageTrend shall turn over all State-owned documents, material, reports, and work in progress relating to the Contract to the State at no additional cost to the State. State-owned Documents must be provided in electronic format.

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

ImageTrend shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 *Contractor Records Retention*.

ImageTrend and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. ImageTrend and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. ImageTrend shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to ImageTrend's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

4. ACCOUNTING REQUIREMENTS

ImageTrend shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system and ImageTrend shall maintain records pertaining to the Services and all other costs and expenditures.

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EXHIBIT E
IMPLEMENTATION SERVICES**

ImageTrend shall provide the State with the following services set forth in Contract Exhibit A.

1. IMPLEMENTATION STRATEGY

1.1 Key Components

- a. ImageTrend shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan:
- b. ImageTrend and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.
- c. The ImageTrend team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements.
- d. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.
- e. ImageTrend shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new system. A focus on technology transition shall be deemed a priority.
- f. ImageTrend shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and report status.
- g. ImageTrend shall adopt an Implementation time-line aligned with the State's required time-line.

1.2 Timeline

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated.

1.2.1 Implementation

Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution.

Processes will be documented, training established, and the application will be ready for Implementation in accordance with the State's schedule.

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IMPLEMENTATION SERVICES**

Implementation shall be piloted in one area/office to refine the training and Implementation approach, or the State shall choose a one-time statewide Implementation.

1.2.2 Change Management and Training

ImageTrend's change management and training services shall be focused on developing change management and training strategies and plans. Its approach relies on State resources for the execution of the change management and end user training.

2. SECURITY

ImageTrend shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Appendix C-2 of the Request for Proposal. ImageTrend shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.

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CONTRACT 2014-101 -PART 3
EXHIBIT F
TESTING SERVICES**

ImageTrend shall provide the following Products and Services described in this Exhibit F, including but not limited to:

1. TESTING AND ACCEPTANCE

ImageTrend shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. ImageTrend will also provide training as necessary to the State staff responsible for test activities. ImageTrend shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.

The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for each Software function or module.

All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., software modules or functions, and Implementation(s)). This shall include planning, test scenario and script development, Data and System preparation for testing, and execution of Unit Tests, System Integration Tests, Conversion Tests, Installation tests, Regression tests, Performance Tuning and Stress tests, Security Review and tests, and support of the State during User Acceptance Test and Implementation.

In addition, ImageTrend shall provide a mechanism for communicating the testing process, including results all errors and problems identified during test execution. ImageTrend shall also correct deficiencies and support required re-testing.

1.1 Test Planning and Preparation

ImageTrend shall provide the State with an overall Test Plan that will guide all testing. The ImageTrend provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test Data, test phases, unit tests, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon ImageTrend's Project Manager's Certification, in writing, that ImageTrend's own staff has successfully executed all prerequisite ImageTrend testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

The State will commence its testing within five (5) business days of receiving Certification from ImageTrend that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from ImageTrend's development environment. ImageTrend must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

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TESTING SERVICES**

Testing begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

Vendor must demonstrate that their testing methodology can be integrated with the State standard methodology.

1.2 Unit Testing

In Unit Testing, ImageTrend shall test the application components on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit testing is performed in either the development environment or a testing environment.

The goal is to find errors in the smallest unit of software before logically linking it into larger units. If successful, subsequent testing should only reveal errors related to the integration between application modules.

The ImageTrend developer, who is responsible for a specific unit of work, will be responsible for conducting the unit testing of their modules.

Activity Description	Develop the scripts needed to unit test individual application modules, interface(s) and conversion components.
ImageTrend Team Responsibilities	For application modules, conversions and interfaces the ImageTrend team will identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the process, and compare with the documented expected results.
Work Product Description	Unit-Tested Modules that have been tested to verify that the inputs, outputs, and processing logic of each application module functions without errors. Individual detailed test scripts and installation guides list all the required actions and data to conduct the test, the process for test execution, and the expected results.

1.3 System Integration Testing

The new System is tested in integration with other application systems (legacy and service providers) in a production-like environment. System Integration Testing validates the integration between the individual unit application modules and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The System Integration Test is performed in a test environment.

Thorough end-to-end testing shall be performed by the ImageTrend team(s) to confirm that the Application integrates with any interfaces. The test emphasizes end-to-end business processes, and the flow of information across applications (IF APPROPRIATE). It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.

Activity Description	Systems Integration Testing validates the integration between the target application modules and other systems, and verifies that the new System meets defined interface requirements and supports execution of business processes. This test emphasizes end-to-end business processes and the flow of information across the application. It includes all key business processes and interfaces being
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	implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.
ImageTrend Test Requirements	<ul style="list-style-type: none"> • Take the lead in developing the Systems Integration Test Specifications. • Work jointly with the State to develop and load the data profiles to support the test Specifications. • Work jointly with the State to validate components of the test scripts.
State Requirements	<ul style="list-style-type: none"> • Work jointly with ImageTrend to develop the Systems Integration Test Specifications. • Work jointly with ImageTrend to develop and load the data profiles to support the test Specifications. • Work jointly with ImageTrend to validate components of the test scripts, modifications, fixes and other System interactions with the ImageTrend supplied Software Solution.
Work Product Description	<ul style="list-style-type: none"> • The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party systems, interfaces, and applications are functioning properly.

1.4 Conversion Validation Testing

In Conversion Validation Testing, target application functions are validated. Hospitals may contract, at their own expense, for data conversion services.

Activity Description	The conversion validation test should replicate the entire flow of the converted data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications/interfaces, testing verifies that the resulting flow of the converted data through these interface points performs correctly.
ImageTrend Test Requirements	For conversions and interfaces, the ImageTrend team will execute the applicable validation tests and compare execution results with the documented expected results.
State Requirements	Extract and cleanse, if necessary, the legacy data to be converted in the data conversions.
Work Product Description	Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted legacy data performs correctly in the entire suite of the Application.

1.5 Installation Testing

In Installation Testing the application components are installed in the System Test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production system.

1.6 User Acceptance Testing (UAT)

UAT begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

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The Vendor's Project Manager must certify in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.

The State shall be presented with all testing results, as well as written Certification that ImageTrend has successfully completed the prerequisite tests, meeting the defined Acceptance Criteria, and performance standards. The State shall commence testing within five (5) business days of receiving Certification, in writing, from ImageTrend that the system is installed, configured, complete and ready for State testing. The State shall conduct the UAT utilizing scripts developed as identified in the Acceptance Test Plan to validate the functionality of the System and the interfaces, and verify Implementation readiness. UAT is performed in a copy of the production environment and can serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new System, including administrative procedures (such as backup and recovery).

The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.

UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

The results of the User Acceptance Test provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence

Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
ImageTrend Test Responsibilities	<ul style="list-style-type: none"> • Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test. • Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities. • Work jointly with the State in determining the required actions for problem resolution.
State Responsibilities	<ul style="list-style-type: none"> • Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test. • Validate the Acceptance Test environment. • Execute the test scripts and conduct User Acceptance Test activities. • Document and summarize Acceptance Test results. • Work jointly with ImageTrend in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.

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Work Product Description	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.
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1.7 Performance Tuning and Stress Testing

ImageTrend shall develop and document hardware and Software configuration and tuning of Trauma Software infrastructure as well as assist and direct the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the software throughout the Project

1.7.1 Scope

The scope of Performance Testing shall be to measure the System level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum System performance is achieved. Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.

1.7.2 Test Types

Performance testing shall use two different types of testing to determine the stability of the application. They are baseline tests and load tests.

- a) **Baseline Tests:** Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics.
- b) **Load Tests:** Load testing will determine if the behavior of the System can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

1.7.3 Tuning

Tuning will be ImageTrend led and occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.

1.8 Regression Testing

As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Vendor of the nature of the testing failures in writing. The Vendor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements:

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- a. For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.
- b. ImageTrend shall notify the State no later than <five (5) business days> from the ImageTrend's receipt of written notice of the test failure when ImageTrend expects the corrections to be completed and ready for retesting by the State. ImageTrend will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.
- c. When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by ImageTrend based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:
 - 1. validate that the change/update has been properly incorporated into the program; and
 - 2. validate that there has been no unintended change to the other portions of the program.
- d. ImageTrend will be expected to:
 - 1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
 - 2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
 - 3. Manage the entire cyclic process.
- e. ImageTrend will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.

In designing and conducting such regression testing, ImageTrend will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, ImageTrend will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.

1.9 Security Review and Testing

IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets.

Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures may include Penetration Tests (pen test) or code analysis and Review.

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Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

ImageTrend understands the importance of data security and consistently addresses the latest advances in regulations and technologies to ensure that our systems and processes meet federal and state data security standards. Our application security is designed to OWASP best practices and our hosting infrastructure is the latest 3-tier firewall configuration. Application access utilizes 128 bit encrypted secure socket layers and data transfers are encrypted as well. Our QA includes the use of IBM AppScan, which provides:

- Static analysis security testing to identify vulnerabilities at the source
- Automated web application scanning and testing with intelligent fix recommendations
- Extended coverage through Glassbox analysis and JavaScript Security Analyzer
- Automated correlation of static and dynamic analysis results

Security reviews have been conducted by several individual government organizations prior to their purchase of our applications with satisfactory results.

Prior to the System being moved into production ImageTrend shall provide results of all security testing to the Department of Information Technology for review and Acceptance. All Software and hardware shall be free of malicious code (malware).

1.10 Successful UAT Completion

Upon successful completion of UAT, the State will issue a Letter of UAT Acceptance. Upon issuance of the Letter of UAT Acceptance by the State, the respective Warranty Period shall commence as set forth in Contract Exhibit K: *Warranty and Warranty Services*.

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1.11 System Acceptance

Upon completion of the Warranty Period, the State shall issue a Letter of Final System Acceptance.

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EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES**

1. SYSTEM MAINTENANCE

The Vendor shall maintain and support the system in all material respects as described in the applicable program documentation from the end of the Warranty period through the end of the contract term.

1.1 ImageTrend's Responsibility

ImageTrend shall maintain the Application System in accordance with the Contract. ImageTrend will not be responsible for maintenance or support for Software developed or modified by the State.

1.1.1 Maintenance Releases

ImageTrend shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost as long as there is a valid support agreement in place.

2. SYSTEM SUPPORT

2.1 ImageTrend's Responsibility

ImageTrend will be responsible for performing remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

ImageTrend's Support Team is available Monday through Friday from 7:00 am to 6:00 pm CST via the Support Suite, email or telephone.

Support Suite: www.imagetrend.com/support
Email: support@imgatrend.com
Toll Free: 1-888-730-3255
Phone: 952-469-1589

ImageTrend's support team is available to clients during ImageTrend's normal business hours (7:00 a.m. to 6:00 p.m. Central Standard Time, Monday through Friday, excluding holidays). Non-emergency support requests made after business hours will be addressed the next business day.

As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

ImageTrend takes all efforts to correct malfunctions that are documented and reported by the Client. ImageTrend acknowledges receipt of a malfunction report from a Client and acknowledges the disposition and possible resolution thereof according to the chart below.

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Severity Level	Examples of each Severity Level:	Notification Acknowledgement: ImageTrend Return Call to Licensee after initial notification of an Error	Action Expectation:
High/Site Down	<ul style="list-style-type: none"> - Complete shutdown or partial shutdown of one or more Software functions - Access to one or more Software functions not available - Major subset of Software application impacted 	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Anticipated error resolution within Six hours after Client notification to ImageTrend
Medium	<ul style="list-style-type: none"> - Minor subsystem failure -Data entry or access impaired on a limited basis – usually can be delegated to local client contact as a first level or response for resolution – usually user error (i.e. training) or forgotten passwords 	Within four (4) hours of initial notification	Anticipated error resolution with 24 Business hours after Client notification to ImageTrend
Low	<ul style="list-style-type: none"> - System operational with minor issues; suggested enhancements as mutually agreed upon – typically covered in a future release as mutually agreed upon. 	Same day or next business day of initial notification	Anticipated error resolution within Future Release

3. SUPPORT OBLIGATIONS AND TERM

- 3.1 ImageTrend shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;
- 3.2 ImageTrend shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- 3.3 For all maintenance Services calls, ImageTrend shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by; and
- 3.4 ImageTrend must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) diagnosis of the root cause of the problem; and 2) identification of repeat calls or repeat Software problems.

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- 3.5** If ImageTrend fails to correct a Deficiency within the allotted period of time stated above, ImageTrend shall be deemed to have committed an Event of Default, and after the expiration of the right to cure period of thirty (30) days, the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1.2,
- 3.6** If ImageTrend fails to correct a Deficiency within the allotted period of time Stated above, ImageTrend shall be deemed to have committed an Event of Default, and after the expiration of the right to cure period of thirty (30) days, data the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1.2.

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Contractor Responses to Appendix C in the RFP

Table C-2 General System Requirements -Vendor Response Checklist

C-2 REQUIREMENTS

BUSINESS REQUIREMENTS					
State Requirements					
Req #	Requirement Description	Criticality			
System Solution Functions, Capabilities and Infrastructure Requirements					
B1.1	Product must be a Trauma Registry capable of collecting all elements of the National Trauma Data Bank and additional custom elements as needed to incorporate any legacy elements hospitals have collected.	M	Yes	Standard	
B1.2	Product must meet 2013 and future National Trauma Data Standards and enable hospitals to submit records to the state registry and then to allow the state to submit collected records to the National Trauma DataBank.	M	Yes	Standard	
B1.3	Product must be able to integrate with the NEMSIS version 2.2.1 dataset for appropriately related data elements.	M	Yes	Standard	
B1.4	Product must be able to integrate with the NEMSIS version 3.3.X and subsequent datasets after July 1 2014 for appropriately related data elements.	M	Yes/No	Future	The Patient Registry system will connect with the NEMSIS 3 State Bridge as soon as the state goes live. Additionally, we will be able to connect with the existing NEMSIS 2 State Bridge and the NEMSIS 3 State Bridge at the same time to allow for the State's transition.

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B1.5	Product must be able to import data from other hospital purchased COTS, CVS or XML based trauma registry products if the hospital chooses to remain with their current product	M	Yes	Standard	The Patient Registry comes standard with a Trauma import that accepts a standard NTDB formatted XML file. Additionally, the system comes standard with a tool that allows the state to create a extension of the NTDB xml file that contains data the state would like to collect over and above the NTDB data dictionary. This tool can then be used to generate the XSD other vendors will need to submit data.
B1.6	Product must be Internet based and be accessible through a traditional internet connection.	M	Yes	Standard	
B1.7	Product must require no additional purchase of hardware or software beyond the hardware and software present in a standard business computer available to the end users through their place of employment.	M	Yes	Standard	
B1.8	Product must be hosted and maintained by the vendor on the vendor's servers	M	Yes	Standard	
System Infrastructure and Security Requirements					
B2.1	Product must meet all HIPAA /federal privacy requirements	M	Yes	Standard	
B2.2	Vendor must ensure that data and programs are secure including having automatic back-up, be housed in more than one location, and have safety/disaster measures in place with environment and performance monitoring	M	Yes	Standard	
B2.3	Product should protect against data loss during data entry resulting in minimal data loss in the event of service interruption while entering data	M	Yes	Standard	
B2.4	State and hospitals will maintain ownership of the data. In the event of future contract changes, data must be migratable to another database.	M	Yes	Standard	

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B2.5	Product must have XSD Schema validation process for importing data into the system and exporting data to the NTDB	M	Yes	Standard	
B2.6	Product must track each time registry data is entered, accessed, or altered with keystroke detail and be able to identify the individual who accessed or modified the record	M	Yes	Standard	
B2.7	Product must enable the State to define what users are authorized to enter, access, or revise the data, including that ability to give account adding permissions for certain permission groups.	M	Yes	Standard	
System User Interface and Data Quality Capabilities					
B3.1	Product must be user friendly, easily navigable with minimal training, easy look-up/drop down features for complex items, perform calculations automatically from provided data	D	Yes	Standard	
B3.2	Data collection should be algorithm driven (only the necessary items appear in response to previous responses)	D	Yes	Standard	
B3.3	Product must have state customizable entry form to allow for a "full" and "short" entry form based upon the type of trauma center entering trauma data	M	Yes	Standard	
B3.4	Product must have method for state administrator or hospital users to add point-of-entry validations as needed.	M	Yes	Standard	The system has a validation engine that allows the system administrator to create point of entry validation rules
B3.5	Product must seamlessly integrate with TEMSIS (current EMS Patient Record Database provided by ImageTrend). Any additional API or secure data drop required to be set up to integrate with Image Trend must be included in the contract pricing	M	Yes	Standard	
B3.6	Product must allow pre-determined elements in TEMSIS, consistent with the NEMSIS dataset version being used, to be imported directly into registry with minimal effort on the part of hospital registrars.	M	Yes	Standard	We can provide a list of NEMSIS data elements that are currently included in the standard webservice

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B3.7	Product should have ability to import data from hospital electronic record systems into the registry.	D	Yes	Standard	There are several methods either currently available, or available in the near future which the hospitals can use to import data from their hospital electronic record system. There is a flat file that can be used to manually upload data into the Patient Registry. This flat file contains the NTDB data fields plus additional data fields. We are currently working on a webservice API that would allow a hospital to automatically send data to the Patient Registry in either an NTDB XML file with State extension or an HL7 file.
B3.8	Product must allow hospital registrars to have line-item acceptance or denial of over-write of imported data from hospital database or TEMSIS.	M	Yes	Standard	Any data that is imported can be edited through the incident form
B3.9	Product must have mechanism to eliminate duplicate entries for the same patient/event.	M	Yes	Standard	The manual and automated imports have checks built in that look for duplicate incident. One of the keys is to have an incident ID assigned to every incident
B3.10	Product must have native reporting and query tools for local user and state system user level data	M	Yes	Standard	
B3.11	Product must have performance and QA review and analysis tools	M	Yes	Standard	
B3.12	Product should be capable of providing clinical feedback/outcome data to EMS via TEMSIS (current EMS Patient Record Database provided by ImageTrend) by insertion of specified data elements and values in TEMSIS records that have been integrated for import	M	Yes	Standard	
B3.13	Product should be able to do letter generation for follow-up letters to transferring hospitals and EMS providers	D	No	Future	ImageTrend is currently developing something similar. An anticipated release date is scheduled around 3rd Quarter 2014.
Expandability and Scalability					

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B4.1	Product should be scalable to work with up to 26 hospital registries that can have both state and local level permissions for data entry and use	M	Yes	Standard	
B4.2	Product must be easily expandable to include, at a minimum, Stroke and STEMI Registries	M	Yes	Standard	
B4.3	Vendor should have experience managing all three registries (Trauma, Stroke, STEMI) including integration of each into a state EMS database	D	Yes	Standard	
B4.4	Vendor must have COTS STEMI and Stroke Registries available for later expansion of the State's Trauma Registry	M	Yes	Standard	
B4.5	Product should be able to import data from reporting tools used by other national Stroke or STEMI registries into their trauma/patient registry	D	Yes	Standard	The STEMI category is able to accept an import in the NCDR's ACTION Registry CSV file. The Stroke category is able to accept an import in the AHA GWTG-Stroke format.
B4.6	Product should be able to export data from their trauma/patient registry into reporting tools used by other national Stroke or STEMI registries	D	Yes/ No	Custom	The system may be able to send data to the AHA GWTG Stroke if the AHA agrees to accept the data. The State would need to enter into an agreement with the NCDR to allow the transfer of data from the Patient Registry to the ARG. This is very expensive endeavor that ImageTrend has opted not to pursue on our own.

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APPLICATION REQUIREMENTS					
Req #	Requirement Description	Criticality	Yes	Standard	
TECHNICAL					
A1.1	Ability to access data using open standards access drivers (please specify supported versions in the comments field).	M	Yes	Standard	ImageTrend's Patient Registry allows the collection and exchange of data using the national NTDB XML standards. Also the integrated Report Writer allows data exports in Microsoft Excel and Word, CSV, XML, and PDF formats.
A1.2	The system software adheres to open standards and is not proprietary.	M	Yes	Standard	ImageTrend's Patient Registry collects and exchanges data using the national NTDB XML standard.
A1.3	The database platform adheres to open standards.	M	Yes	Standard	ImageTrend uses the latest Microsoft SQL Server as its database platform
A1.4	The Solution must comply with Open Standards as specified in RSA 21-R:10 and 21-R:13, including but not limited to Open Data Formats.	M	Yes	Standard	ImageTrend's Patient Registry collects and exchanges data using the national recognized NTDB XML standards that is used by all ACS verified hospitals and most States.
A1.5	Web-based compatible and in conformance with the following W3C standards:	M	Yes	Standard	
A1.6	XHTML 1.0	M	Yes	Standard	
A1.7	CSS 2.1	M	Yes	Standard	
A1.8	XML 1.0 (fourth edition)	M	Yes	Standard	
APPLICATION SECURITY					
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	
A2.2	Verify the identity or authenticate all of the system's users before allowing them to use its capabilities to prevent access to inappropriate	M	Yes	Standard	

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	or confidential data or services. .				
A2.3	Ability to enforce unique user names.	M	Yes	Standard	
A2.4	Ability to enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide <i>User Account and Password Policy</i>	M	Yes	Standard	
A2.5	Ability to enforce the use of complex passwords for general users using capital letters, numbers and special characters	M	Yes	Standard	
A2.6	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard	
A2.7	Ability to for Solution system administrator to set password expiration period	M	Yes	Standard	
A2.8	Authorize users and client applications to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	
A2.9	Provide ability to limit the number of people that can grant or change authorizations	M	Yes	Standard	
A2.10	Ability to establish and enforce session timeouts during periods of inactivity.	M	Yes	Standard	
A2.11	Ensure application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))	M	Yes	Standard	
A2.12	The application shall not store authentication credentials or sensitive Data in its code.	M	Yes	Standard	
A2.13	Audit all attempted accesses that fail identification, authentication and authorization requirements	M	Yes	Standard	
A2.14	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must	M	Yes	Standard	

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	be kept for a minimum of 7 years for any access related to patient records.				
A2.15	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard	
A2.16	Use only the Software and System Services designed for use	M	Yes	Standard	
A2.17	The application Data shall be protected from unauthorized use when at rest	M	Yes	Standard	
A2.18	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard	
A2.19	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Yes	Standard	
A2.20	Create change management documentation and procedures	M	Yes	Standard	
Hosting					
A3.1	Product must be Internet based and be accessible through a traditional internet connection.	M	Yes	Standard	
A3.2	Product must require no additional purchase or hardware of software beyond the hardware and software present in a standard business computer available to the end users through their place of employment.	M	Yes	Standard	
A3.3	Product must be hosted and maintained by the vendor on the vendor's servers	M	Yes	Standard	

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HARDWARE REQUIREMENTS					
State Requirements					
Req #	Requirement Description	Criticality			
Hardware Requirements					
E1.1	Product must require no additional purchase or hardware beyond the hardware present in a standard business computer available to the end users through their place of employment.	M	Yes	Standard	
E1.2	Vendor will provide and maintain all hardware required for hosted server	M	Yes	Standard	

TESTING					
State Requirements					
Req #	Requirement Description	Criticality			
APPLICATION SECURITY TESTING					
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	Yes	Standard	
T1.2	The Vendor shall be responsible for security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Yes	Standard	
T1.3	Test for Identification and Authentication; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users	M	Yes	Standard	
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network	M	Yes	Standard	
T1.5	Test for encryption; supports the encoding of data for security	M	Yes	Standard	

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	purposes				
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system	M	Yes	Standard	
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network	M	Yes	Standard	
T1.8	Test the Digital Signature; guarantees the unaltered state of a file	M	Yes	Standard	
T1.9	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Yes	Standard	
T1.10	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network	M	Yes	Standard	
T1.11	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system	M	Yes	Standard	
T1.12	Test any interface bridge to ePCR records for secure access during record matching and importing.	M	Yes	Standard	
T1.13	Test Input Validation; insures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Yes	Standard	
T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Yes	Standard	
STANDARD TESTING					
T2.1	The Vendor must perform application testing using an industry standard and State approved testing methodology.	M	Yes	Standard	In addition to the internal QA process, ImageTrend uses the IBM App Scan to test the Patient Registry at a minimum of once a quarter.
T2.2	All testing results must be shared with the State.	M	Yes	Standard	We can provide a copy of the report from the IBM App Scan

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T2.3	The Vendor must perform application stress testing and tuning.	O	Yes	Standard	
T2.4	If applicable, test interface with ImageTrend, Inc. to insure access bridge to ePCR records for matching, including any secure accounts, drop file locations, API and webservice required to match records with the State ePCR system.	M	Yes	Standard	
T2.5	Test functionality of integration access bridge to State EMS electronic Patient Care Record system must be tested to insure vendors Solution can interface with the ePCR system for data matching and migration of allowed data copy into the Solution.	M	Yes	Standard	
T2.6	Test ability for end user to accept or deny import overwrite of data from ePCR record on individual element basis.	M	Yes	Standard	The user has full edit/delete ability to change or remove any data that is brought over from an ePCR. Additionally, when the EMS data is imported after the user has started their incident they will be brought to a page that shows a comparison between the EMS data and the Patient Registry data. The user can then choose which individual data they would like to bring over from EMS.
T2.7	Test record matching functionality with ePCR integration bridge to allow for range of matching functions.	M	Yes	Standard	The system comes standard with numerous fields the user can use to find the ePCR they are looking for. These filters include, but are not limited to a date range, PCR number, Patient Name, Social Security Number.
T2.8	Test import of legacy data capabilities, including mapping of data custom elements.	M	Yes	Standard	
T2.9	Test end user accessibility to system from State and hospital-based end user point-of-access account, including access to the ePCR integration bridge.	M	Yes	Standard	

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HOSTING-CLOUD REQUIREMENTS					
State Requirements					
Req #	Requirement Description	Criticality			
OPERATIONS					
H1.1	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M	Yes	Standard	
H1.2	State access will be via Internet Browser	M	Yes	Standard	
H1.3	At the State's option, authorized third parties may be given limited access by the Vendor to certain levels of the State's system through the VPN or through a separate network connection that meets the Vendor's specifications.	M	Yes	Standard	
H1.4	At a minimum, the System should support this client configuration; 2GHz processor, 32 bit or 64 bit operating system, Microsoft Windows XP Professional Version 2002 SP3, Internet Explorer 8, and 128 bit encryption.	M	Yes	Standard	
H1.5	The State will be responsible for equipment, labor, and /or services necessary to set-up and maintain the internet connectivity at the State and/or other third party sites.	M	Yes	Standard	
H1.6	Vendor will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the Vendor, ex: bandwidth, network outages and /or any other conditions arising on the State's internal network or, more generally, outside the Vendor's firewall or any issues that are the responsibility of the State Internet Service Provider. .	M	Yes	Standard	

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H1.7	Vendor shall provide a secure Class A Data Center providing equipment (including dedicated servers), 24/7 system operator access, managed firewall services, and managed backup Services.	M	Yes	Standard	Infrastructure is not dedicated to a particular customer at the hardware layer but through virtualization dedicated software instances are provided. Virtualized operating system instances in a shared hypervisor cluster provide dedicated resources for the application. Isolation and separation in the virtual environment beyond computing resources is accomplished at the network layer and using application specific Active Directory based service user accounts.
H1.8	Data Center Air Conditioning – used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F. If the data center air conditioning relies on outside resources for routine operation (e.g. heating or cooling provided by a municipality or third party building owner) the vendor must have an emergency backup plan for air conditioning in place.	M	Yes	Standard	
H1.9	Data Center Humidity shall be non-condensing and be maintained between 40-55% with a maximum dew point of 62 °F.	M	Yes	Standard	
H1.10	Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.	M	Yes	Standard	
H1.11	Data Center Generator – shall be sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel	M	Yes	Standard	

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	tanks shall be large enough to support the generator at -full load for a period not less than 1 ½ days of operation.				
H1.12	Data Center Floor – A raised floor is required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring.	M	Yes	Standard	
H1.13	Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous systems must be installed to reduce the risk of loss due to fire.	M	Yes	Standard	
H1.14	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Yes	Standard	
H1.15	Vendor must monitor the application and all servers.	M	Yes	Standard	
H1.16	Vendor shall manage the databases and services on all servers located at the Vendor's facility.	M	Yes	Standard	
H1.17	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Yes	Standard	
H1.18	Vendor shall monitor System, security, application, web, and db logs.	M	Yes	Standard	
H1.19	Vendor shall manage the sharing of data resources.	M	Yes	Standard	
H1.20	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes	Standard	
H1.21	The Vendor shall monitor physical hardware.	M	Yes	Standard	
H1.22	The Vendor shall immediately report any breach in security to the State of New Hampshire. (see	M	Yes	Standard	

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	H4.6)				
DISASTER RECOVERY					
H2.1	Vendor shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire.	M	Yes	Standard	
H2.2	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Yes	Standard	
H2.3	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Yes	Standard	
H2.4	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes	Standard	
H2.5	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Yes	Standard	
H2.6	Scheduled backups of all servers must be completed regularly. At a minimum, Bluehost servers shall be backed up nightly, with one daily, one weekly, and one monthly backup stored in a secure location to assure data recovery in the event of disaster.	M	Yes	Standard	
H2.7	The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes	Standard	
H2.8	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Yes	Standard	
H2.9	If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes.	M	Yes	Standard	

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H2.10	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Yes	Standard	
NETWORK ARCHITECTURE					
H3.1	The Vendor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.95% uptime, exclusive of the regularly scheduled maintenance window.	M	Yes	Standard	ImageTrend's hosting is a standard service that offers 99.9% availability of hosting infrastructure and software application. Our data center service is recognized by Microsoft as being in the top 100 of their "Top Tiered Hosting Partners". ImageTrend can offer 99.99% availability by including our second data center in Chicago. There is an additional fee for this service. ImageTrend will work with you to provide the maximum service necessary at affordable rates.
H3.2	The Vendor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State application.	M	Yes	Standard	
H3.3	Where redundant connections are not provided, then the Internet Vendor who provides the Internet service to the Vendor must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's Service.	M	Yes	Standard	
H3.4	The Vendor's network architecture must include redundancy of routers and switches in the Data Center.	M	Yes	Standard	
HOSTING SECURITY					

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H4.1	The Vendor shall employ security measures ensure that the State's application and data is protected.	M	Yes	Standard	
H4.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes	Standard	
H4.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Yes	Standard	
H4.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Yes	Standard	
H4.5	In the development or maintenance of any code, the Vendor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.	M	Yes	Standard	
H4.6	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	Yes	Standard	
H4.7	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application.	M	Yes	Standard	
H4.8	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any	M	Yes	Standard	For any breach that it is determined ImageTrend is liable for.

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	damages assessed by the courts.				
H4.9	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	M	Yes	Optional	At the State's expense.
H4.10	The Vendor shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the Vendor website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.	M	Yes	Standard	
H4.xx	All hardware and software components of the hosting infrastructure should be fully supported by their respective manufacturers at all times.		Yes	Standard	
H4.xx	A conservative sunset and migration schedule for all hardware and software components, as recommended by their respective manufacturers, at all times.		Yes	Standard	
SERVICE LEVEL AGREEMENT					
H5.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	As long as there is a support agreement in place.
H5.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	
H5.3	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	

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H5.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST;	M	Yes	Standard	
H5.5	<p>The Vendor response time for support shall conform to the specific deficiency class as described below:</p> <p><u>Class A Deficiency:</u> <u>Software</u> – Critical: does not allow System to operate, no work around, demands immediate action; <u>Written Documentation</u> - missing significant portions of information or unintelligible to State; <u>Non-Software</u> - Services were inadequate and require re-performance of the Service.</p> <p><u>Class B Deficiency:</u> <u>Software</u> - important, does not stop operation and/or there is a work around and user can perform tasks; <u>Written Documentation</u> - portions of information are missing but not enough to make the document unintelligible; <u>Non-Software</u> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p><u>Class C Deficiency:</u> <u>Software</u> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <u>Written Documentation</u> - minimal changes required and of minor editing nature; <u>Non-Software</u> - Services require only minor reworking and do not require re-performance of the Service.</p>	M	Yes	Standard	

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H5.6	<p>As part of the Software maintenance agreement, ongoing software maintenance and support issues shall be responded to according to the following:</p> <p><u>Class A Deficiencies:</u> 1) The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; OR 2) the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;</p> <p><u>Class B & C Deficiencies</u> 1) The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.</p>	M	Yes	Standard	<p>For Class A Deficiencies, ImageTrend will send notification acknowledgement within one (1) hour of initial notification during business hours. Class C Deficiencies will receive an initial notification acknowledgement within the same day or next business day or initial notification.</p>
H5.7	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	Standard	
H5.8	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	Standard	
H5.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard	ImageTrend performs server maintenance on the last Wednesday of every month as our continued effort to provide the latest technologies for reliable and scalable hosting solutions. Most scheduled maintenance can occur behind the scenes by utilizing staggered maintenance and allocating resources accordingly. If the software scheduled maintenance

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					requires any downtime, clients can accommodate this by notifying their user community or asking us to reschedule at a more convenient time.
H5.10	The Vendor response time for support shall conform to the specific deficiency class as described in	M	Yes	Standard	
H5.11	The Vendor will give two-business day's prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard	
H5.12	The Vendor shall guarantee 99.95% uptime, exclusive of the regularly scheduled maintenance window	M	Yes	Standard	ImageTrend's hosting is a standard service that offers 99.9% availability of hosting infrastructure and software application. Our data center service is recognized by Microsoft as being in the top 100 of their "Top Tiered Hosting Partners". ImageTrend can offer 99.99% availability by including our second data center in Chicago. There is an additional fee for this service. ImageTrend will work with you to provide the maximum service necessary at affordable rates.
H5.13	If The Vendor is unable to meet the 99.95% uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Yes	Standard	If the State elects to contract for 99.99% availability.
H5.14	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	

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H5.15	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard	
H5.16	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.	M	Yes	Standard	
H5.17	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard	This is available to clients via the Support Suite.
H5.18	The Vendor shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files.	M	Yes	Standard	

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SUPPORT & MAINTENANCE REQUIREMENTS					
State Requirements					
Req #	Requirement Description	Critic-ality			
SUPPORT & MAINTENANCE REQUIREMENTS					
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Stan- dard	
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing upgrades and fixes as required.	M	Yes	Stan- dard	
S1.3	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Stan- dard	
S1.4	The State shall have unlimited access, via phone, Email or internet support request application, to the Vendor technical support staff 24 hours/7 days a week for Class A deficiencies and between the hours of 8:30am to 5:00pm- Monday thru Friday EST for Class B and C deficiencies.	M	Yes	Stan- dard	
S1.5	The Vendor response time for support shall conform to the specific deficiency class as described in section H5.5 of attachment C2.	M	Yes	Stan- dard	For Class A Deficiencies, ImageTrend will send notification acknowledgement within one (1) hour of initial notification during business hours. Class C Deficiencies will receive an initial notification acknowledgement within the same day or next business day or initial notification.
S1.6	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully	M	Yes	Stan- dard	

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	functioning, hosted System.				
S1.7	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Yes	Standard	Included in the support fees
S1.8	The Vendor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;	M	Yes	Standard	
S1.9	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	M	Yes	Standard	
S1.10	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	M	Yes	Standard	

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PROJECT MANAGEMENT					
System Requirements					
Req #	Requirement Description	Criticality			
PROJECT MANAGEMENT					
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Yes	Standard	
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	Yes	Standard	
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every week.	M	Yes	Standard	
P1.4	Vendor shall provide detailed bi-weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Standard	
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation on-Line, in a common library	M	Yes	Standard	

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WORK PLAN

ImageTrend's Project Manager and the State Project manager shall finalize the Work Plan within ten (10) days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with ImageTrend's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of ImageTrend and State Project Managers.

The preliminary Work Plan created by ImageTrend and the State is set forth at the end of this Exhibit.

In conjunction with ImageTrend's Project Management methodology, which shall be used to manage the Project's life cycle, the ImageTrend team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the **tasks, Deliverables, major milestones, task dependencies, and a payment Schedule** required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and ImageTrend team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with ImageTrend's Work Plan and shall utilize ImageTrend project software to support the ongoing management of the Project.

1. ASSUMPTIONS (ADD TO/CHANGE THIS AS APPROPRIATE)

A. General

- The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- ImageTrend shall provide a separate escrow agreement for the application.
- ImageTrend shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. Logistics

- The ImageTrend Team shall perform this Project at State facilities at no cost to ImageTrend.
- ADD IF APPROPRIATE: The ImageTrend Team may perform that work at a facility other than that furnished by the State, when practical, at their own expense.
- The ImageTrend Team shall honor all holidays observed by ImageTrend or the State, although with permission, may choose to work on holidays and weekends.
- The State shall provide adequate facilities for the ImageTrend Team, including PCs, phones, Virtual Private Network (VPN) access, and modem-based dial-out capability and access to any necessary internal State networks and/or software (within State standards). A physical workspace for each consultant, including a desk and chair, with the items mentioned above, shall be provided. Convenient access to a high-speed printer, a high-speed copier, and a fax machine shall be provided to the Project Team, as well as access to conference rooms for meetings. This space,

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equipment, and printer/fax supplies shall be provided at no cost to the ImageTrend Team and shall be available when the Project begins.

(BEST SURE THIS MATCHES THE RFP SECTION 6.13.3: *Project Workspace and Office Equipment*)

C. Project Management

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- A Project folder created within the State system shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. ImageTrend's Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored locally for ImageTrend and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.
- ImageTrend assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

A. Technical Environment and Management

(BE SURE THIS SECTION IS VALID FOR A PARTICULAR PROJECT)

- The State is responsible for providing the hardware, network, and communication facilities needed to support the Project.
- The State is responsible for providing the Internet access.
- ImageTrend team shall implement Release XX, Version XXX applications.
- Designated State systems personnel shall be available during normal working hours and for adjustments to operating systems configurations and tuning.

E. Conversions

- The State has no requirement for legacy data to be upload into the system. Hospital's may upload data at the expense of the Hospital.

F. Project Schedule

- Deployment is per the workplan.

G. Reporting

- ImageTrend shall conduct bi-weekly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation.

H. User Training and Change Management

- The ImageTrend Team shall lead the development of the end-user training plan.
- A train the trainer approach shall be used for the delivery of end-user training.
- The State is responsible for the delivery of end-user training.

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- The State shall schedule and track attendance on all end-user training classes.

I. Performance and Security Testing

- The ImageTrend Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.
- The State shall work with ImageTrend on performance testing as set forth in Contract Exhibit F – *Testing Services*.

2. ROLES AND RESPONSIBILITIES

A. ImageTrend Team Roles and Responsibilities

1) ImageTrend Team Project Executive

The ImageTrend Team's Project Executives (ImageTrend and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Implementation throughout the Project life cycle. The Project Executive shall advise the ImageTrend Team Project Manager and the State's Project leadership on the best practices for implementing the ImageTrend Software Solution within the State. The Project Executive shall participate in the definition of the Project Plan and provide guidance to the State's Team.

2) ImageTrend Team Project Manager

The ImageTrend Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the ImageTrend Implementation Team. The ImageTrend Team Project Manager will have the following responsibilities:

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign ImageTrend Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all ImageTrend Team members;
- Provide bi-weekly and monthly update progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.

3) ImageTrend Team Analysis

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The ImageTrend Team shall conduct analysis of requirements, validate the ImageTrend Team's understanding of the State business requirements by application, and perform business requirements mapping:

- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional Specifications for extensions, conversions, and interfaces;
- Assist the State in the testing of extensions, conversions, and interfaces;
- Assist the State in execution of the State's Acceptance Test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and Acceptance Testing; and
- Assist with the transition to production.

4) ImageTrend Team Tasks

The ImageTrend team shall assume the following tasks:

- Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications;
- Development and Documentation of installation procedures; and
- Development and execution of unit test scripts;
- Unit testing of applicable conversions and interfaces developed; and
- System Integration Testing.

B. State Roles and Responsibilities

The following State resources have been identified for the Project. The time demands on the individual State team members will vary depending on the phase and specific tasks of the Implementation. The demands on the Subject Matter Experts' time will vary based on the need determined by the State Leads and the phase of the Implementation.

1) State Project Manager

The State Project Manager shall work side-by-side with the ImageTrend Project Manager. The role of the State Project Manager is to manage State resources (IF ANY), facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

- Plan and conduct a kick-off meeting with assistance from the ImageTrend team;
- Assist the ImageTrend Project Manager in the development of a detailed Work Plan;
- Identify and secure the State Project Team members in accordance with the Work Plan;
- Define roles and responsibilities of all State Project Team members assigned to the Project;

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- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- Inform the ImageTrend Project Manager of any urgent issues if and when they arise; and
- Assist the ImageTrend team staff to obtain requested information if and when required to perform certain Project tasks.

2) State Subject Matter Expert(s) (SME)

The role of the State SME is to assist application teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the Implementation. Responsibilities of the SME include the following:

- Be the key user and contact for their Agency or Department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in system, integration, and Acceptance Testing;
- Assist in performing applicable conversion and integration testing and data verification;
- Attend Project meetings when requested; and
- Assist in training end users in the use of the ImageTrend Software Solution and the business processes the application supports.

3) State Technical Lead and Architect

The State's Technical Lead and Architect reports to the State's Project Manager and is responsible for leading and managing the State's technical tasks. Responsibilities include:

- Attend technical training as necessary to support the Project;
- Assist the State and ImageTrend Team Project Managers to establish the detailed Work Plan;
- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- Work with the ImageTrend Technical Lead and the State's selected hardware vendor to architect and establish an appropriate hardware platform for the State's Project development and production environments;
- Work in partnership with the ImageTrend and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor Deliverable and it will be expected that ImageTrend will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State at bi-weekly Project meetings.

4) State Testing Administrator

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The State's Testing Administrator will coordinate the State's testing efforts. Responsibilities include:

- Coordinating the development of system, integration, performance, and Acceptance Test plans;
- Coordinating system, integration, performance, and Acceptance Tests;
- Chairing test review meetings;
- Coordinating the State's team and external third parties involvement in testing;
- Ensuring that proposed process changes are considered by process owners;
- Establish priorities of Deficiencies requiring resolution; and
- Tracking Deficiencies through resolution.

3. SOFTWARE APPLICATION

Patient Registry Requirements

The following is not required if hosted by ImageTrend:

Web/Application Server

Hardware

Recommended:

Dual Quad Core Processors

8-16 GB RAM

50 GB Available Hard Disk Space

RAID 5 SCSI Hard Drives with OS and Data Partitions

ImageTrend Hosted:

Dual Quad Core Processors

32 GB RAM

SAN Data Storage

Blade Servers with Microsoft Hyper-V

Operating Systems (64-bit recommended)

Microsoft Windows 2008 R2 Server

Web Server Software

Microsoft IIS version 6.0 or later

Addition Service Software

Microsoft .NET Framework 3.5 SP1

Additional Application Software

Adobe ColdFusion 9 Enterprise

Database Server (Separate database server recommended)

Hardware

Required:

Dual Quad Core Processors

8-16 GB RAM

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50 GB Available Hard Disk Space
RAID 5 SCSI Hard Drives

Software (64-bit recommended)
Microsoft SQL Server 2012 Enterprise

Internet Browser Requirements for End Users
Microsoft Internet Explorer 8.0 and above
Other browsers that support Mozilla 4.0 and above
Adobe Reader 10 or higher
Adobe Flash 11 or higher (recommended)

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4. CONVERSIONS

The following Table 4.1 identifies the conversions within the scope of this Contract.

Table 4.1: Planned Conversions

Conversion	Components, If applicable	Lead Responsibility	Description
	Medical Trauma Staff Users EMS Services	State	ImageTrend will provide a workbook for the State to complete for import into the system.

A. Conversion Testing Responsibilities

- The ImageTrend Team and the State, based on their assigned conversion responsibilities, as set forth in Contract Exhibit F: *Testing Services* shall identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the business process, and compare with the documented expected results.
- The ImageTrend Team and the State, based on their assigned conversion responsibilities, shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.
- The State is responsible for documenting the technical Specifications of all programs that extract and format Data from the legacy systems for use by the conversion processes.
- The ImageTrend Team and the State, based on their assigned conversion responsibilities, shall develop and unit test their assigned conversions.
- The State and the ImageTrend Teams shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.
- The State and the ImageTrend Teams shall jointly verify and validate the accuracy and completeness of the conversions for Acceptance Testing and production.

The hospitals will be responsible for providing backups of legacy databases to ImageTrend for conversion. A specialist from ImageTrend will be assigned to understand the data set as described by the hospitals. Based on this, ImageTrend would write a custom script to automate the conversion to the new data stores.

Though it is not required, it is highly advisable for the state to provide data dictionaries or any other relevant documentation to the vendor for the purpose of facilitating the migration and validation of data in a standardized fashion.

Converted data can be imported to the staging environment for testing if required. For discrepancies in data and incomplete records, ImageTrend uses a collaborative process with the State for their wishes on resolution.

For other instances (e.g. missing fields that are required by the new system), ImageTrend's solution has a self-correcting algorithm that would require users to complete missing data. An example from experience is where our system requires accounts to have an email address, but in

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some instances the legacy data did not include an email address from every account. In this case, the new system automatically directed the user to a preconfigured web page to collect the missing data and complete the account requirements. We find this is the best approach that requires minimal resources from client and Vendor to resolve incomplete data.

5. INTERFACES

Interfaces shall be implemented in cooperation with the State. The following Table 5.1 identifies the interfaces within the scope of this Contract and their relative assignment.

Table 5.1: In-Scope Interfaces

Interface	Components, if applicable	Responsible Party	Description
State Bridge	EMS Services within the State Bridge	ImageTrend will consult with the State Bridge System Administrator for approval.	The connection will allow EMS runs to be pulled into Trauma incident forms for the ease of data entry.

A. Interface Responsibilities

- The ImageTrend Team shall provide the State ImageTrend Application Data requirements and examples, of data mappings and interfaces implemented on other Projects. The ImageTrend Team shall identify the APIs the State should use in the design and development of the interface.
- The ImageTrend Team shall lead the review of functional and technical interface Specifications.
- The ImageTrend Team shall assist the State with the resolution of problems and issues associated with the development and Implementation of the interfaces.
- The ImageTrend Team shall document the functional and technical Specifications for the interfaces.
- The ImageTrend Team shall create the initial Test Plan and related scripts to Unit Test the interface. The State shall validate and accept.
- The ImageTrend Team shall develop and Unit Test the interface.
- The State and the ImageTrend Team shall jointly verify and validate the accuracy and completeness of the interface.
- The State shall document the technical changes needed to legacy systems to accommodate the interface.
- The State shall develop and test all legacy application changes needed to accommodate the interface.
- The State and the ImageTrend Teams shall jointly construct test scripts and create any data needed to support testing the interfaces.

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- The State is responsible for all data extracts and related formatting needed from legacy systems to support the interfaces.
- The State is responsible for documenting the procedures required to run the interfaces in production.
- The State is responsible for the scheduling of interface operation in production.

6. APPLICATION MODIFICATION

To more fully address the State’s requirements, the ImageTrend Team shall implement the following application modifications. The following Table 6.1 identifies the modifications that are within the scope of this Contract.

Table 6.1: Modifications – ImageTrend Developed

Requirement	Components, if applicable	Enhancement Description
Data Dictionary	State specific data elements	ImageTrend will perform a Gap analysis and if there are additional data elements needed by the State beyond NTDB, custom development may be required. This will be documented in a Statement of Work and, upon approval by the State, will be invoiced to the State.

7. PRELIMINARY WORK PLAN

The following Table 7.1 provides the preliminary agreed upon Work Plan for the Contract.

Table 7.1: High Level Preliminary NH Project Plan

Task Name	Duration	Start	Finish
Project Work plan developed and approved by ImageTrend and the State			By the end of 30 days
ImageTrend will: <ul style="list-style-type: none"> • Implement site specifications (demographic fields) to be compliant with the pre-identified trauma registry needs of the State. • Have uploaded the State pre0identified imports onto their site 			By the end of 30 days
State will: <ul style="list-style-type: none"> • Cross reference the State Trauma Registry and the NTDB data elements • Identify any additional custom development needs to be added to a Statement of Work and respective quotes • Submit any existing data sets to be imported into the system based off of the Implementation New Customer Check List 			By the end of 30 days
ImageTrend will begin walk-through training process			By the end of 60 days

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ImageTrend will have implemented at least 75% of the system based on the Statement of Understanding and Project Work plan and any associated Statement of Work(s)			By the end of 60 days
ImageTrend will finalize the walk-through training process			By the end of 90 days
State will have worked with key stakeholders to pilot the system for feasibility and functionality			By the end of 90 days
State will have scheduled onsite training dates for our ImageTrend Product Evangelist to attend			By the end of 90 days

Assumptions:

- ImageTrend will implement the Patient Registry System based on the information provided by the customer and as outlined in the Project Work plan and any associated Statement of Work(s).
- ImageTrend will take the lead role as server host.
- ImageTrend will implement a web-based system that is currently accessible through Internet Explorer (recommended 9 or newer; however will work on 8), Mozilla Firefox, Google Chrome. These requirements may be updated by ImageTrend.
- The State will work closely with ImageTrend team members to ensure efficient and effective communication processes to further strengthen the successful development of the Patient Registry System.
- The State will provide all necessary documents and resources to best equip ImageTrend implementing a high quality Patient Registry System.

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SOFTWARE LICENSE**

1. LICENSE GRANT

Subject to the payment of applicable license fees set forth in Contract Exhibit B: *Price and Payment Schedule*, ImageTrend hereby grants to the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the Software and its associated Documentation, subject to the terms of the Contract. The State may allow its agents and Contractors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Contractors that each shall abide by the terms and conditions set forth herein.

2. SOFTWARE AND DOCUMENTATION COPIES

ImageTrend shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Software and its associated Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the Vendor on such copies.

3. RESTRICTIONS

Except as otherwise permitted under the Contract, the State agrees not to:

- a. Remove or modify any program markings or any notice of ImageTrend's proprietary rights;
- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

4. TITLE

The Vendor must hold the right to allow the State to use the Software or hold all title, right, and interest (including all ownership and intellectual property rights) in the Software and its associated Documentation.

5. THIRD PARTY

The Vendor shall identify all third party contracts to be provided under the Contract with the Vendor's Proposal. The terms in any such contracts must be consistent with this RFP and any resulting Contract, including, but not limited to Appendix H: State of New Hampshire Terms and Conditions General Provisions Form P-37.

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SOFTWARE LICENSE

1. WARRANTIES

1.1 Services

ImageTrend warrants that the System will operate to conform to the Specifications, terms, and requirements of the Contract.

1.2 Software

The Vendor shall warrant that the Software is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications. Software shall be archived and or version controlled through the use of Harvest Software.

1.3 Non-Infringement

ImageTrend warrants that it has good title to, or the right to allow the State to use, all Services, equipment, and Software (“Material”) provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

1.4 Viruses; Destructive Programming

ImageTrend warrants that the Software shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

1.5 Compatibility

ImageTrend warrants that all System components, including but not limited to the components provided, including any replacement or upgraded System Software components provided by ImageTrend to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

1.6 Services

ImageTrend warrants that all Services to be provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

2. WARRANTY SERVICES

ImageTrend agrees to maintain, repair, and correct Deficiencies in the System Software, including but not limited to the individual modules or functions, during the Warranty Period, at no additional cost to the State, in accordance with the Specifications, Terms and requirements of the Contract, including, without limitation, correcting all errors, and Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, Defective or Deficient Software and Documentation.

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WARRANTY AND WARRANTY SERVICES**

Warranty Services shall include, without limitation, the following:

- a. Maintain the System Software in accordance with the Specifications and Terms of the Contract;
- b. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract;
- c. For critical issues, ImageTrend shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within four (4) hours of request, with assistance response dependent upon issue severity;
- d. ImageTrend will provide onsite services to the client should it be deemed by ImageTrend that the situation dictates onsite support.
- e. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- f. For all Warranty Service calls, ImageTrend shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) completion time; 5) Deficiency resolution information; 6) resolved by 7) Identifying number i.e. work order number; 8) issue identified by.
- g. ImageTrend must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems; and
- h. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by ImageTrend no later than fifteen (15) business days, unless specifically extended in writing by the State, and at no additional cost to the State.

In the event ImageTrend fails to correct a Deficiency within the allotted period of time, the State may, at its option,: 1) declare ImageTrend in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) to pursue its remedies available at law and in equity.

Notwithstanding any provision of this Contract, pursuant to Contract Agreement -Part 2 Section 13.1, the State's option to declare ImageTrend in default, terminate the Contract and pursue its remedies shall remain in effect until satisfactory completion of the full Warranty Period.

3. WARRANTY PERIOD

The Warranty Period will initially commence upon the State issuance of a Letter of Acceptance for UAT and will continue for ninety (90) days. If within the last thirty (30) calendar days of the Warranty Period, the System Software fails to operate as specified, the Warranty Period will cease, the Vendor will correct the Deficiency, and a thirty (30) calendar day Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for thirty (30) days..

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EXHIBIT L
TRAINING SERVICES**

ImageTrend shall provide the following Training Services.

Training

All courses are to be offered on-site in New Hampshire and shall available for up to 15 students. ImageTrend provides the most up-to-date documentation, including administrator and user manuals and release notes for any upgrades. With a support agreement, this documentation, along with educational videos, PowerPoint presentations and other documents will be found at ImageTrend University, which can be accessed from the application. Please visit www.imagetrend.com/support/user-education for a demonstration of the ImageTrend University.

1. Delivery Method -Instructor-Led Class Training

This method helps build the in-depth knowledge and hands-on experience the State’s employees will need to succeed in their job role with ImageTrend. From in-class demonstrations led by experienced ImageTrend instructors, to realistic hands-on labs, Instructor-Led In Class courses provide a dynamic learning environment.

This instruction is targeted to train the group of Users defined as Project Team, Users from Departments and selected Subject Matter Experts (SMEs).

2. Project Team Developed Training

a. ImageTrend and the State agree to an end user training approach to meet training objectives, including:

- 1) developing “in house” experts and end-user support channels that involve and leverage internal resources and subject matter experts (SMEs); and
- 2) leveraging statewide access to computers and the Web by accessing On-line courses whenever possible to lessen time away from the job and reduce travel costs for those who are spread across the State.

b. Key activities of the approach are highlighted below:

User Training Approach	Role and Responsibility	
	ImageTrend Team	State of NH
Develop Training Plan	Lead the development and Implementation of the Training Plan. Provide guidance, coaching, materials, and tools.	Assist in the development and Implementation of the Training Plan.
Develop Curriculum	Analyze skill requirements.	Assist to analyze skill requirements.
	Detail roles, course content, and estimated course length.	Assist to detail roles, course content, and estimated length.

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User Training Approach	Role and Responsibility	
	ImageTrend Team	State of NH
Produce Training Materials and End-User Documentation	Lead the development of materials and Documentation to include: ImageTrend providing baseline Documentation in electronic format that can be modified and reproduced.	Assist in the development of training materials.
	ImageTrend and the State will together Conduct Train-the-Trainers for the State's Central Support Group through Implementation. ImageTrend will assist in the first train the trainer class for each topic.	Attend Train-the-Trainers training. Train additional State End Users.
Conduct Training	Assist to identify an approach and a plan to conduct training needs assessment for Implementation.	Conduct training needs assessment for post go-live.

c. Key User Training Approach Activities

1) Identify State End Users

The ImageTrend Team shall assist the State in identifying and categorizing its end users:

User Category 1—Power User Training: Power Users are those employees who frequently use the system. Training shall consist of a series of courses based on job functions, on business processes specific to job roles, and associated transactions. The training strategy shall be organized around the State's business processes and detailed transactions that support these processes.

User Category 2—Casual User Training: Casual Users shall access the system for inquiries or report viewing on an occasional basis. Their courses shall focus on the end-to-end business process instruction and structured inquiry exercises.

User Category 3—Specialty Users: Specialty Users include functional and technical analysts. They shall be trained on the software on the basis of assignments, and may include navigation training and module overview/orientation courseware, functional (modules/business process) training, and configuration.

2) Develop Training Plan The ImageTrend Team shall act as the training lead and shall provide guidance, coaching, materials, and tools to assist the State Team to structure and implement a Training Plan—including a strategy for outlining the scope, roles, audiences, and deployment timeline throughout the Project lifecycle. The Plan is intended to 1) reinforce knowledge comprehension across the State by employing a train-the-trainer approach, 2) train employees on what they need to know and do to perform their jobs effectively, 3) establish an ongoing skills development process, 4) offer training Solutions that address the immediate and ongoing needs of the State to train new hires and transfers, and 5) implement a blended training delivery Solution

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that utilizes instructor-led (ILT) and On-line training to support learner interaction, and promotes effective, timely, and cost-efficient learning.

The Training Plan shall address the specific curriculum for each user category and provide support for the design, development, and deployment of training for each user category. It shall also provide a blueprint for the State's Team to manage its resources, activities, and timeline throughout the course of the initiative.

- 3) Develop Training Curriculum** ImageTrend shall develop a recommended training curriculum for the State of New Hampshire End Users.
- 4) Produce Training Materials and End-User Documentation** The ImageTrend team shall lead the efforts to produce the training materials and end-user Documentation.

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EXHIBIT M
NH DEPARTMENT OF SAFETY RFP 2014-101 (WITH ADDENDA) INCORPORATED**

NH Department of Safety, FSTEMS RFP 2014-101, with all included addenda, are included by reference as binding Deliverables to this Contract.

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VENDOR PROPOSAL BY REFERENCE**

ImageTrend Proposal 2014-101to the Department of Safety FSTEMS is incorporated herein by reference.

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EXHIBIT O
SPECIAL EXHIBITS, ATTACHMENTS, AND CERTIFICATES**

Attached are:

- A. Contractor's Certificate of Vote/Authority
- B. Contractor's Certificate of Good Standing
- C. Contractor's Certificate of Insurance

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that IMAGETREND, INC. a(n) Minnesota corporation, is authorized to transact business in New Hampshire and qualified on November 15, 2004. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of March, A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

(Corporation without Seal)

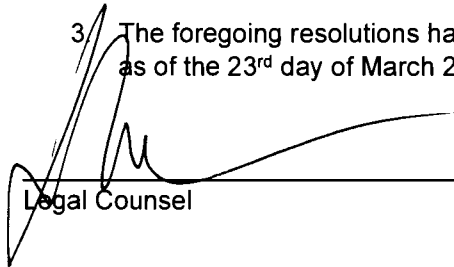
I, Joe Marta, do hereby certify that:

1. I am a duly elected Clerk of ImageTrend, Inc.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on March 11, 2009:

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Safety, for the provision of Software services.

RESOLVED: That the President is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 23rd day of March 2015.



Legal Counsel

State of Minnesota

County of Dakota

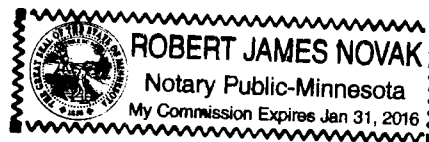
The foregoing instrument was acknowledged before me this 24th day of February 2015.

By: Robert Novak



Notary Public

Commission Expires: 1/31/16





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

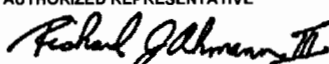
PRODUCER Ahmann Martin 7555 Market Place Drive Eden Prairie MN 55344	CONTACT NAME: Jenny Saylor PHONE (A/C, No, Ext): 952-947-9700 E-MAIL ADDRESS: jsaylor@ahmannmartin.com	FAX (A/C, No): 952-947-9793
	INSURER(S) AFFORDING COVERAGE	
INSURED IMAGE13 ImageTrend, Inc. 20855 Kensington Blvd. Lakeville MN 55044	INSURER A: Valley Forge Insurance	NAIC # 20508
	INSURER B: Continental Casualty Company	20443
	INSURER C: Federal Insurance Co./Chubb	20281
	INSURER D: National Fire	11111
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 939015040** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	4033016871	6/15/2014	6/15/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	4033017129	6/15/2014	6/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	4033017051	6/15/2014	6/15/2015	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	4033016806	6/15/2014	6/15/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A C	Technology E&O Liability 3rd Party Crime/Fidelity			4033016871 8234-9826	6/15/2014 6/15/2014	6/15/2015 6/15/2015	\$2,000,000 Ea Claim/Aggregate \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Network Security and Privacy Injury Liability are included on the Technology Errors & Omissions/Professional Liability policy #4033016871. ADDL INSD (Additional Insured) and SUBR WVD (Waiver of Subrogation) boxes checked above are included for names/project listed below only as required by written contract or agreement.

CERTIFICATE HOLDER New Hampshire Department of Safety 33 Hazen Drive Concord NH 03305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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