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State of New Hampshire

DEPARTMENT OF SAFETY
 JAMES H. HAYES BLDG. 33 HAZEN DR.
 CONCORD, N.H. 03305
 (603) 271-2791

ROBERT L. QUINN
 COMMISSIONER OF
 SAFETY

January 20, 2021

His Excellency, Governor Christopher T. Sununu
 and the Honorable Executive Council
 State House
 Concord, NH 03301

Requested Action

The Department of Safety, Division of Fire Standards & Training and Emergency Medical Services requests authorization to amend the contract with ImageTrend, Inc. (VC#169503-B001) 20855 Kensington Blvd, Lakeville, MN 55044 in the amount of \$4,163.24, increasing the amount from \$2,848,018.50 to a total contract amount of \$2,852,181.74 for the purpose of adding access to ImageTrend's Vault system. The original contract was approved by Governor and Council on February 20, 2019, as item #96. Effective upon Governor and Council approval through June 30, 2028. Funding source: 100% Revolving Funds.

Funds are contingent upon availability and continued appropriations through SFY2028 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-237010-40650000 Dept. of Safety - FSTEMS - FSTEMS Admin
 038-509038 Technology-Software

<u>SFY2021</u>	<u>SFY2022</u>	<u>SFY2023</u>	<u>SFY2024</u>	<u>SFY2025</u>	<u>SFY2026</u>	<u>SFY2027</u>	<u>SFY2028</u>	<u>Total</u>
\$0.00	\$0.00	\$0.00	\$800.00	\$816.00	\$832.32	\$848.97	\$865.95	\$4,163.24

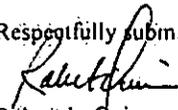
Explanation

ImageTrend currently hosts the State of New Hampshire's Emergency Medical Services electronic patient care report (ePCR) software. The National EMS Information System (NEMSIS) data standard is utilized for all Emergency Medical Services (EMS) ePCRs and updated to reflect changes in data and technological needs. The NEMSIS V2 data standard was replaced in 2018 by NEMSIS V3. ImageTrend announced that support and hosting of the legacy NEMSIS V2 system would be expiring and replaced with a new solution called Vault. ImageTrend Vault will now be required to access over 2 million ePCR data records that were previously recorded using the NEMSIS V2 standard.

ImageTrend Vault gives EMS service providers and State users the ability to perform record searches to retrieve, view, and print individual care reports and historical records and to continue to access aggregate data. This new solution addresses data retention policy needs while limiting risk and potential data exposure using managed permissions and account access. It provides the extra layer of security and HIPAA compliance required for online access and provides audit and logging tools to ensure data integrity.

NH RSA 33-A:3-a-XL, Disposition of Municipal Records and Retention Schedule for Emergency Medical Services Run Reports, requires that municipalities maintain these records for 10 years. Other private services also follow this minimum retention standard. Implementing the ImageTrend Vault provides access to data and reporting tools without adding significant hardware and software investments at the state level. While access to ImageTrend Vault will be granted immediately, the Department has negotiated no increase in cost until July 1, 2023.

Respectfully submitted,


 Robert L. Quinn
 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/doi

Denis Goulet
Commissioner

October 29, 2020

Robert L. Quinn
Commissioner of Safety
Department of Safety
33 Hazen Drive
Concord, NH 03305

Dear Commissioner Quinn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with ImageTrend Inc., (VC# 169503, B001), 20855 Kensington Boulevard, Lakeville, MN., as described below and referenced as DoIT No. 2019-041A.

The purpose of this request is to amend an existing contract with ImageTrend to provide of adding access to ImageTrend's Vault system. ImageTrend Vault gives EMS service leaders and state users the ability to perform record searches in Vault to retrieve, view, and print individual care reports and historical records. Vault addresses data retention policy needs while limiting risk and potential data exposure using managed permissions and account access. It provides the extra layer of security and HIPAA compliance required with online access only for those that require it and automatic logging of their actions.

The funding amount for this amendment is not to exceed \$4,163.24, increasing the current contract from \$2,848,018.50 to \$2,852,181.74, with no change of the current completion date of June 30, 2028. This amendment shall become effective upon the Governor and Executive Council approval through June 30, 2028.

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

Sincerely,

Denis Goulet

DG/kaf
DoIT #2019-041A
RID: N/A
cc: Ronald Reed, IT Manager, DoIT

State of New Hampshire
Department of Safety
IMAGETREND, INC. (VC#169503-B001)
February 20, 2019
Contract Amendment #1

This Agreement (hereinafter called the "Amendment") is by and between ImageTrend, Inc. "ImageTrend", (VC#169503-B001), and the State of New Hampshire acting by and through the Department of Safety (DOS), Division of Fire Standards & Training and Emergency Medical Services (FSTEMS) or "State."

WHEREAS, pursuant to an Agreement (herein after referred to as the "Agreement") approved by Governor and Council on February 20, 2019, Item #96, ImageTrend, Inc., of 20855 Kensington Blvd., Lakeville, MN 55044, agreed to supply certain services related to the State's Emergency Medical Services Records Management System, including the Division Electronic Records Management Information System (DERMIS) and the Statewide National Fire Incident Reporting System (NFIRS), upon the terms and conditions specified in the Agreement and, in consideration of payment by the DOS, certain sums as specified therein;

WHEREAS, the National EMS Information System (NEMSIS) V2 platform will be decommissioned as of December 31, 2020, without further access to historical NEMSIS V2 national standard patient care data, including individual care reports, historical records and aggregate data by Emergency Medical Services unit heads and State users;

WHEREAS, ImageTrend Vault is a HIPAA-compliant archival solution for storing and protecting historical NEMSIS V2 national standard patient care data which (1) would give Emergency Medical Service department heads and State users the ability to perform record searches in Vault to retrieve, view and print individual care reports and historical records and continue to access aggregate data, and which (2) would address data retention policy needs while limiting risk and potential data exposure using managed permissions and account access.

WHEREAS, pursuant to Part 1, General Provisions Section 18, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, ImageTrend and the DOS have agreed to amend the Agreement;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree to the following:

The Agreement is hereby amended as follows:

1. Amend Part 1, General Provisions, Block 1.8 to increase the Price Limitation by \$4,163.24 from \$2,848,018.50 to \$2,852,181.74.
2. Amend Part 2, Information Technology Provisions, Introduction to add the following:

This Contract will also provide the State with access to the Contractor's Vault system, a HIPAA-compliant archival solution for storing and protecting historical National EMS Information System (NEMSIS) V2 national standard patient care data, to give Emergency Medical Service department heads and State users the ability to perform record searches in Vault to retrieve, view and print individual care reports and historical records and continue to access aggregate data by addressing data retention policy needs while limiting risk and potential data exposure using managed permissions and account access.

3. Amend Part 3, Exhibit A Contract Deliverables, section b. Goals, to add the following:

Finally, this project will provide the State with access to the Contractor's Vault system, a HIPAA-compliant archival solution for storing and protecting historical National EMS Information System (NEMSIS) V2 national standard patient care data, to give Emergency Medical Service department heads and State users the ability to perform record searches in Vault to retrieve, view and print individual care reports and historical records and continue to access aggregate data by addressing data retention policy needs while limiting risk and potential data exposure using managed permissions and account access.

4. Amend Part 3, Exhibit A Contract Deliverables, section f. table of "Deliverables, Milestones, and Activities Schedule," to add the following:

ImageTrend Vault			
Item	Activity, Deliverable, or Milestone	Deliverable Type	Projected
1	Migration of legacy NEMSIS V2 data; maintenance of legacy NEMSIS V2 data; full access to NEMSIS V2 data; all as further described in Exhibit J	Software & Non-Software	Commencing 1/1/21 and ongoing

5. Amend Part 3, Exhibit B Price and Payment Schedule, Section 1.2 table "Activity, Deliverable, or Milestone Payment Schedule," to add the following:

ImageTrend Vault			
Item	Activity, Deliverable, or Milestone	Projected	Price
1	Migration of legacy NEMSIS V2 data; maintenance of legacy NEMSIS V2 data; full access to NEMSIS V2 data; all as further described in Exhibit J	Commencing 1/1/21 and ongoing	\$4,163.24

6. Amend Exhibit B Price and Payment Schedule, by replacing Table 1.4 Solution SAAS Services Pricing Summary Worksheet with the following:

Table 1.4: Solution SAAS Services Pricing Summary Worksheet

SAAS SERVICES	Year 1	Year 2	Year 3	Year 4	Year 5	5 Yr Subtotal
Web Site Hosting Fee	\$56,450.00	\$71,859.00	\$73,296.18	\$74,762.10	\$76,257.35	\$352,624.63
Technical Support and Maintenance updates	\$117,435.00	\$154,494.20	\$144,834.08	\$147,730.77	\$150,685.38	\$715,179.43
ImageTrend Vault	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Licensing	\$206,000.00					\$206,000.00
TOTALS	\$379,885.00	\$226,353.20	\$218,130.26	\$222,492.87	\$226,942.73	\$1,273,804.06

SAAS SERVICES	Year 6	Year 7	Year 8	Year 9	Year 10	10 Yr Subtotal
Web Site Hosting Fee	\$77,782.49	\$79,338.14	\$80,924.91	\$82,543.40	\$84,194.27	\$757,407.84
Technical Support and Maintenance updates	\$153,699.09	\$156,773.07	\$159,908.53	\$163,106.70	\$166,368.84	\$1,515,035.66
ImageTrend Vault	\$800.00	\$816.00	\$832.32	\$848.97	\$865.95	\$4,163.24
Licensing						\$206,000.00
TOTALS	\$232,281.58	\$236,927.21	\$241,665.76	\$ 246,499.07	\$251,429.06	\$2,482,606.74

7. Amend Exhibit B Price and Payment Schedule, Table 1.5 Solution Services Component Pricing Details, to increase the Contract Total by \$4,163.24 from \$2,848,018.50 to \$2,852,181.74 and to add the following table contents:

ImageTrend Vault					
Software Solution	Component	Comment	Qty	Base Price	Total Price
ImageTrend Vault	License				\$4,163.24
	Migration				Included
	Hosting				Included
	Support				Included
Contract Total for ImageTrend Vault					\$4,163.24

8. Amend Exhibit B Price and Payment Schedule, Table 1.6 Solution Services Full Annual Pricing Details, to add the following section:

ImageTrend Vault	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Row Totals
	SFY 2019	SFY 2020	SFY 2021	SFY 2022	SFY 2023	SFY 2024	SFY 2025	SFY 2026	SFY 2027	SFY 2028	Total
	X	X	0.00	0.00	0.00	\$800.00	\$816.00	\$832.32	\$848.97	\$865.95	\$4,163.24
ImageTrend Vault Subtotal											\$4,163.24

9. Amend Exhibit B Price and Payment Schedule, Table 1.6 Solution Services Full Annual Pricing Details, to increase the Contract Total by \$4,163.24 from \$2,848,018.50 to \$2,852,181.74 and to replace the Subtotal amounts as follows:

Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Row Totals
SFY 2019	SFY 2020	SFY 2021	SFY 2022	SFY 2023	SFY 2024	SFY 2025	SFY 2026	SFY 2027	SFY 2028	Total
\$589,835.00	\$246,478.20	\$234,870.26	\$239,232.87	\$244,147.73	\$249,486.58	\$254,597.21	\$259,335.76	\$264,634.08	\$269,564.06	\$2,852,181.74

10. Amend Part 3, Exhibit B Price and Payment Schedule, section 1.7 Future Pricing Option, by replacing subsection 1.7.2 with “Intentionally Omitted.”
11. Amend Part 3, Exhibit C Special Provisions, table 1.2 Fire Standards and Training and Emergency Medical Services Administration Account, by replacing the table with the following:

Account Code		02-23-23-237010-40650000-038-509038							
Account Name		Dept. of Safety – FS&T & EMS – FS&T & EMS Admin							
Object Code		Technology – Software							
Activity Code		N/A							
SFY19	SFY20	SFY21	SFY22	SFY23	SFY24	SFY25	SFY26	SFY27	SFY28
\$0.00	\$239,542.20	\$234,870.30	239,232.90	\$244,147.70	\$249,486.60	\$254,597.20	\$259,335.72	\$264,634.07	\$269,564.05

12. Amend Part 3, Exhibit J Software Agreement, to add the following:

LEGACY DATA IMPORT AND IMAGETREND VAULT™ TERMS OF USE

“NEMSIS” is the National Emergency Medical Services Information System (NEMSIS), and provides standardized data formats for submission of EMS Data.

“Legacy Data” means data originated by any system which is not ImageTrend Elite

“Legacy Data System” means the particular software application which generated, stored, or created the Legacy Data.

IMAGETREND VAULT™ LICENSING TERMS

- Notwithstanding anything in this Agreement to the contrary, the State is hereby granted the following license rights to ImageTrend Vault. All other rights not explicitly granted are reserved by ImageTrend.
- The State shall have a non-transferrable, non-exclusive license to use ImageTrend Vault for the Term of this Agreement, and such license shall expire simultaneously with this Agreement and shall not exceed June 30, 2028.
- ImageTrend reserves the right to monitor and audit the quantity of records stored in ImageTrend Vault and to increase future fees (i.e. fees in amendments to this Agreement or in subsequent Agreements of the parties, in accordance with the then-current price.

IMAGETREND VAULT EMS LEGACY DATA IMPORT SPECIFICATIONS

- ImageTrend Vault can store additional data fields from ImageTrend Service Bridge, Fire Bridge, State Bridge, or Rescue Bridge (“ImageTrend Version 2 Products”) products. These are the data fields beyond the NEMSIS National Data Elements but supported by ImageTrend Version 2 Products. These data fields have the ImageTrend “IT” flag in the NISE export file as exported by the ImageTrend Version 2 Products. ImageTrend Vault may also import related incident attachments and pre-existing attached PDFs from ImageTrend Version 2 Products. ImageTrend Vault cannot accept nor store data beyond the elements identified here for legacy data ImageTrend Version 2

STATE OF NEW HAMPSHIRE

By: 

Title: Director of Administration

The foregoing contract, having been reviewed by this office, is approved as to form, substance and execution

OFFICE OF THE ATTORNEY GENERAL

By: 
Assistant Attorney General

On: FEBRUARY 4, 2021

Governor and Council of New Hampshire

On: _____, 20__

Signed: _____

Title: _____

CERTIFICATE OF AUTHORITY

I, Michael J. McBrady, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of ImageTrend, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on January 1, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Joseph T. Graw, President & COO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of ImageTrend, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 12/29/2020

Michael J. McBrady
Michael J. McBrady (Dec 29, 2020 13:51 CST)

Signature of Elected Officer
Name: Michael J. McBrady
Title: CEO

**JOINT WRITTEN ACTION IN LIEU OF MEETING
OF THE
SHAREHOLDERS AND BOARD OF DIRECTORS OF
IMAGETREND, INC.**

The undersigned, constituting the Shareholders and the Board of Directors of IMAGETREND, INC. (the "Company"), acting pursuant to Minnesota Statutes and the Company's Articles of Incorporation and other governing documents, hereby consent to the adoption and hereby adopt the following resolutions, effective January 1, 2020, to-wit:

ELECTION OF DIRECTORS

RESOLVED, that the Shareholders hereby elect the following-named persons as Directors of the Company, each to serve until a successor has been duly elected and qualified or until any earlier resignation or removal:

1. Michael J. McBrady
2. Collin McBrady
3. Erin Rupe

APPOINTMENT OF OFFICERS

RESOLVED FURTHER, that the following-named persons are hereby appointed to the offices designated opposite their respective names, each to serve in accordance with and subject to the direction of the Board of Directors and the Bylaws of the Company until, death, resignation, removal or disqualification, or until a successor is appointed.

Chairman of the Board	Michael J. McBrady
President	Joseph T. Graw
Chief Executive Officer	Michael J. McBrady
Chief Operating Officer	Joseph T. Graw
Secretary	Michael J. McBrady
Treasurer	Michael J. McBrady

RESOLVED FURTHER, that the above-listed officers of the Company are, and each acting alone is, hereby authorized to do and perform any and all such acts, including execution of any and all documents and certificates, as such officers shall deem necessary or advisable, to carry out the best interests of the Company.

RESOLVED FURTHER, that any and all prior acts of the Company's Shareholders, Officers, and/or Directors made on the Company's behalf are hereby ratified.

AUTHORIZATION for the foregoing resolutions is hereby granted and approved as of the date above first written.

EFFECTIVE DATE:

Dated: 1-1, 2020

Dated: 1/1, 2020

Dated: Jan 1, 2020

Dated: 1-1, 2020

Dated: 1/1, 2020

Dated: Jan 1, 2020

DIRECTORS:

Michael J. McBrady
Michael J. McBrady

Collin McBrady
Collin McBrady

Erin Rupe
Erin Rupe

SHAREHOLDERS:

Michael J. McBrady
Michael J. McBrady

Collin McBrady, as Trustee of the 2015 McBrady Family Trust
Collin McBrady, as Trustee of the 2015 McBrady Family Trust

Erin Rupe, as Trustee of the 2015 McBrady Family Trust
Erin Rupe, as Trustee of the 2015 McBrady Family Trust

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. is a Minnesota Profit Corporation registered to transact business in New Hampshire on November 15, 2004. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 495505

Certificate Number: 0005035506



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of October A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/6/2020

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 have ADDITIONAL INSURED provisions or 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).

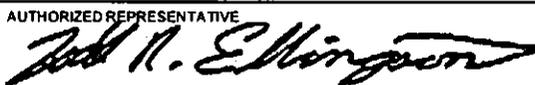
PRODUCER Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416	CONTACT NAME: Scott Raw		
	PHONE (AC, No, Ext): 763-746-8000	FAX (AC, No): 212-948-9216	
E-MAIL ADDRESS: Scott.Raw@MarshMMA.com			
INSURED ImageTrend, Inc. 20855 Kensington Blvd Lakeville MN 55044	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Fire Insurance Company		19682
	INSURER B: Hartford Casualty Insurance Company		29424
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** 1954258081 **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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			41UUNZT8493	6/15/2020	6/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			41UUNZT8493	6/15/2020	6/15/2021	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			41HUZT7339	6/15/2020	6/15/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	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	N/A	41WEAB6MI	6/15/2020	6/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER State of NH Department of Safety Division of Fire Standards & Training and Emergency Medical Services 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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State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305
603/271-2791

RQ # 190669

JOHN J. BARTHELMES
COMMISSIONER

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, NH 03301

January 7, 2019

GC # 96
02-20-2019

Requested Action

The Department of Safety, Division of Fire Standards & Training and Emergency Medical Services requests retroactive authorization to enter into a contract with ImageTrend, Inc. (VC#169503-B001) 20855 Kensington Blvd, Lakeville, MN 55044 in the amount of \$2,848,018.50 for the purposes of providing the State's Emergency Medical Services Records Management System (RMS). Effective upon Governor and Council approval for the period of July 1, 2018 through June 30, 2028. Funding source: 82.66% Revolving Funds, 9.86% Agency Income, 5.92% Federal Funds, 1.56% Transfers from Other Agencies.

Funds are available in the SFY2019 operating budget and contingent upon availability and continued appropriations in SFY2020 through SFY2028 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-237010-40650000 Dept. of Safety - FSTEMS - FSTEMS Admin
024-500230 Maint Other Than Build-GRN - S/Ware Lic/Main (Non Desktop)

<u>SFY2019</u>	<u>SFY2020</u>	<u>SFY2021</u>	<u>SFY2022</u>	<u>SFY2023</u>	
\$102,960.00	\$0.00	\$0.00	\$0.00	\$0.00	
<u>SFY2024</u>	<u>SFY2025</u>	<u>SFY2026</u>	<u>SFY2027</u>	<u>SFY2028</u>	<u>Subtotals</u>
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$102,960.00

02-23-23-237010-40650000 Dept. of Safety - FSTEMS - FSTEMS Admin
038-509038 Technology-Software

<u>SFY2019</u>	<u>SFY2020</u>	<u>SFY2021</u>	<u>SFY2022</u>	<u>SFY2023</u>	
\$0.00	\$239,542.20	\$234,870.30	\$239,232.90	\$244,147.70	
<u>SFY2024</u>	<u>SFY2025</u>	<u>SFY2026</u>	<u>SFY2027</u>	<u>SFY2028</u>	
\$248,686.60	\$253,781.20	\$258,503.40	\$263,785.10	\$268,698.10	\$2,251,247.50

02-23-23-237010-33400000 Dept. of Safety - FSTEMS - Fire Stds. & Trg Grants
038-509038 Technology-Software

<u>SFY2019</u>	<u>SFY2020</u>	<u>SFY2021</u>	<u>SFY2022</u>	<u>SFY2023</u>	
\$318,225.00	\$6,936.00	\$0.00	\$0.00	\$0.00	
<u>SFY2024</u>	<u>SFY2025</u>	<u>SFY2026</u>	<u>SFY2027</u>	<u>SFY2028</u>	
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$325,161.00

02-23-23-237010-44570000 Dept. of Safety - FSTEMS - Nat'l Fire Academy Grant
038-509038 Technology-Software

<u>SFY2019</u>	<u>SFY2020</u>	<u>SFY2021</u>	<u>SFY2022</u>	<u>SFY2023</u>	
\$168,650.00	\$0.00	\$0.00	\$0.00	\$0.00	
<u>SFY2024</u>	<u>SFY2025</u>	<u>SFY2026</u>	<u>SFY2027</u>	<u>SFY2028</u>	
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$168,650.00

GRAND TOTAL \$2,848,018.50

Explanation

This contract is retroactive as it required a longer than anticipated timeframe to procure, review, and negotiate the complex business, information technology, and contract requirements for this integrated system. The timelines to secure federal funding added additional delays as federal grant awards needed to fund the contract required acceptance and approval by both the Fiscal Committee and the Governor and Council before the contract could be executed.

This contract continues the State's existing Emergency Medical Services (EMS) Records Management System (RMS) functions and leverages federal grant funding to expand RMS system capabilities. First responders along with Fire and EMS professionals across the State utilize the EMS RMS to both enter incidents and collect data related to EMS, trauma, fire, hazardous materials, and technical rescue. The collected data is used to improve patient outcomes, identify areas of focus for ongoing professional education, and determine the effectiveness of existing procedures and protocols. Additional functionality will create a "one-stop-shopping" system for first responders, enabling users to maintain professional licensure and register for all first responder training throughout the State.

The current RMS system functions include the following:

- Statewide Trauma and Emergency Medical Services Information System (TEMSIS) – This is an electronic Patient Care Reporting (ePCR) system for Emergency Medical Services (EMS).
- Hospital Access to Pre-Hospital Records (HAPHR) – This system provides limited viewable access to EMS records for patients transported to the hospital.
- Statewide Trauma Registry – This is a Hospital Patient Registry System for trauma patients using National Trauma Data definitions and is integrated with TEMSIS.

The expanded EMS RMS functions include:

- Division Electronic Records Management Information System (DERMIS) – This is a central system to manage user accounts, agency licenses and affiliations, certifications, education and training records.
- Statewide National Fire Information Reporting System (NFIRS) – This is a system to collect and report fire incident data.

A Request for Proposal (RFP) for these services was posted from December 27, 2017 through February 7, 2018; however, no qualifying proposals were received. A new RFP was developed and posted from March 16, 2018 through March 23, 2018, with two vendors responding. The three member evaluating committee determined that only one proposal, submitted by ImageTrend, met the specifications of the RFP; therefore, ImageTrend was awarded the contract.

Respectfully submitted,


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

Denis Goulet
Commissioner

December 7, 2018

John J. Barthelmes, Commissioner
Department of Safety
State of New Hampshire
33 Hazen Drive
Concord, NH 03301

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a retroactive contract with ImageTrend Inc., of Lakeville, MN as described below and referenced as DoIT No. 2019-041.

This contract will provide the State with a statewide electronic patient care reporting (ePCR) system for Emergency Medical Services (EMS) integrated with a system for Hospital Access to Pre-Hospital Records (HAPHR), a statewide Trauma Registry, and data reporting and analysis system. Additionally, this contract will include a statewide National Fire Information Reporting System (NFIRS) integrated with the ePCR system, and a user management system to manage EMS User and Agency licenses and affiliations, EMS User and Fire certifications, and education and training records.

The amount of the contract is not to exceed \$2,848,018.50, effective upon Governor and Council approval retroactive to July 1, 2018 through June 30, 2028.

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

Sincerely,

Denis Goulet

DG/kaf
DoIT #2019-041
cc: Scott Hopkins, IT Manager,

BID SUMMARY FOR REQUEST FOR PROPOSAL				
RFP # 2018-566	SERVICES BID: Emergency Services Records Management System			
DATE POSTED: 3/16/2018	DATE CLOSED: 3/22/2018			
RFP SCORING SUMMARY				
RFP CRITERIA	MAX # OF PTS.	VENDOR #1 IMAGETREND	VENDOR #2 N/A	VENDOR #3 N/A
1. Software and Reporting Solutions	85	75.5		
2. System Integration	15	14		
3. Legacy Data Migration and Management	20	16		
4. Training Requirements and Resources	20	19		
5. Qualifications and Experience	30	29.5		
6. Solution Cost (Rates and Pricing)	30	30		
TOTAL	200	184		

DEFINITIONS OF EACH SCORING CRITERIA
1. Software and Reporting Solutions - Proposed software solution's ease of use, degree of control, administrative features, and accommodation for planned or prospective growth; ability to access reports and data; ability to manage users licensing, training records, investigations, and demographics; ability to provide access to all user features through a browser-based portal; ability to provide what is needed for each specific records system; etc.
2. System Integration - How well the proposed solution meets the business needs of the State and the vendor's ability to integrate the solutions with the existing system(s).
3. Legacy Data Migration and Management - Vendor's ability to manage and migrate legacy data such as ease of use, ability to merge user profiles from the current licensing and training systems, impact on production sites while migrating legacy data, ability to ensure data integrity during migration and merging of profiles. etc.
4. Training Requirements and Resources - The vendor's ability to provide training for software changes.
5. Qualifications and Experience - The vendor's technical merits regarding how the vendor proposes to implement and maintain the solution based on a proposed service level agreement along with the qualifications, training, and experience of the vendor's staff members who will be implementing and supporting the system.
6. Solution Cost (Rates and Pricing) - The proposed cost of both implementing the solution and the subsequent maintenance thereof.

EVALUATION COMMITTEE MEMBERS AND QUALIFICATIONS	
NAME AND POSITION TITLE OF EVALUATOR	EVALUATOR'S QUALIFICATIONS
Richard "Chip" Cooper	Data Manager, DOS Division of Fire Standards & Training and Emergency Medical Services
Jeffrey Phillips	Assistant Director, DOS Division of Fire Standards & Training and Emergency Medical Services
Pamela McGovern	Information Technology Manager, Department of Information Technology

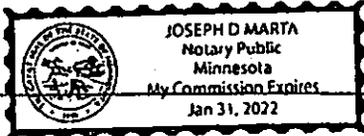
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

<p>1.1 State Agency Name Department of Safety / Division of Fire Standards and Training and Emergency Medical Services</p>		<p>1.2 State Agency Address 33 Hazen Drive, Concord NH, 03305</p>	
<p>1.3 Contractor Name ImageTrend, Inc.</p>		<p>1.4 Contractor Address 20855 KENSINGTON BLVD. LAKEVILLE, MN 55044</p>	
<p>1.5 Contractor Phone Number 952-469-1589</p>	<p>1.6 Account Number See Part 3, Exhibit C</p>	<p>1.7 Completion Date 6/30/2028</p>	<p>1.8 Price Limitation 2,848,018.50</p>
<p>1.9 Contracting Officer for State Agency Jeffrey Phillips, Assistant Director</p>		<p>1.10 State Agency Telephone Number 603-223-4200</p>	
<p>1.11 Contractor Signature <i>Michael J. McBrady</i></p>		<p>1.12 Name and Title of Contractor Signatory Michael McBrady, President</p>	
<p>1.13 Acknowledgement: State of <u>Minnesota</u>, County of <u>Dakota</u> On <u>December 11th</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.</p>			
<p>1.13.1 Signature of Notary Public or Justice of the Peace [Seal]</p>			
<p>1.13.2 Name and Title of Notary or Justice of the Peace <u>Joseph Marta, Legal Counsel & Notary</u></p>			
<p>1.14 State Agency Signature <i>[Signature]</i> Date: <u>1/2/19</u></p>		<p>1.15 Name and Title of State Agency Signatory Steven R. Lavoie, Dir. of Administration</p>	
<p>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____</p>			
<p>1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>[Signature]</i> On: <u>2/4/19</u></p>			
<p>1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____</p>			

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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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: 12246 ("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 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 programs, 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, 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566
PART 2 – INFORMATION TECHNOLOGY PROVISIONS
New Hampshire Department of Information Technology
Contract Cover Sheet

Name of Agency/Division: Department of Safety/ Division of Fire Standards and Training & Emergency Medical Services

Contract Number/Name:

DOS 2018-566-18

Contract Purpose:

This contract will provide the State with a statewide electronic patient care reporting (ePCR) system for Emergency Medical Services (EMS) integrated with a system for Hospital Access to Pre-Hospital Records (HAPHR), a statewide Trauma Registry, and data reporting and analysis system. Additionally, this contract will include a statewide National Fire Information Reporting System (NFIRS) integrated with the ePCR system, and a user management system to manage EMS User and Agency licenses and affiliations, EMS User and Fire certifications, and education and training records for all training courses the FSTEMS provides, with integration of the user management system with the ePCR and NFIRS systems to manage all user, agency and vehicle demographics in those reporting systems.

Name of Vendor:

ImageTrend, Inc.

Who Negotiated the Contract:

Richard Cooper, Jeffrey Phillips

Amount of Contract:

\$2,848,018.50

Funding Source:

Fire and EMS Fund and Federal Funds

Term of Contract:

10 years

Is this an amendment? No

Competitive Bid Process: (Explain if "No")

RFP 565-18, RFP 566-18

Background Information:

Existing contract expires 06/30/2018

Special Concerns:

This contract will be effective retroactive to July 1, 2018

Amendment History (if applicable):

Submitted By: Richard Cooper

Phone: 603-223-4226

Current Date: 12/11/2018

Email: richard.cooper@dos.nh.gov

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

TABLE OF CONTENTS

TERMS AND DEFINITIONS.....	3
1. CONTRACT DOCUMENTS.....	20
2. CONTRACT TERM.....	21
3. COMPENSATION.....	22
4. CONTRACT MANAGEMENT.....	22
5. DELIVERABLES.....	26
6. SOFTWARE.....	28
7. SERVICES.....	28
8. WORK PLAN DELIVERABLE.....	28
9. CHANGE ORDERS.....	30
10. INTELLECTUAL PROPERTY.....	31
11. USE OF STATE'S INFORMATION, CONFIDENTIALITY.....	32
12. LIMITATION OF LIABILITY.....	34
13. TERMINATION.....	35
14. CHANGE OF OWNERSHIP.....	38
15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS.....	39
16. DISPUTE RESOLUTION.....	39
17. SAAS GENERAL TERMS AND CONDITIONS.....	40

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

TERMS AND DEFINITIONS

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

Term	Definition
3rd Party Software	Any ePCR, NFIRS or Trauma Registry that is directly owned and managed by an EMS or Fire Agency or Hospital where records are entered directly into that software and then later must be exported into the state's systems.
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 and Review	Tests performed to determine that no Defects exist in the application Software or the System
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.
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
API	Application Programming Interface is a set of routines, protocols, and tools for building software and applications
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
Authorized Persons	The Contractor's employees, contractors, subcontractors or other agents who need to access the State's personal data to enable the Contractor to perform the services required.
CAD	Computer Aided Dispatch system
CARES	Cardiac Arrest Registry to Enhance Survival

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Term	Definition
Certification (Emergency Services Delivery)	Official document issued by a certifying agency attesting to completion of a standardized training program used as a basis for licensing and employment in Emergency Medical and Fire Services
Certification (Software)	The Vendor's written declaration with reasonable 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. Vendor will provide an additional statement of work to the State for any changes or additions to the specifications of Exhibits A and H.
CIS	Center for Internet Security
CM	Configuration Management
Completion Date	End date for the Contract
Confidential Information	The proprietary products and trade secrets of Vendor and/or its suppliers, including, but not limited to, computer software, code, technical parameters, price lists, customer lists, designs, software documentations, manuals, models and account tables, and any and all information maintained or developed by State pursuant to this contract which is deemed confidential under existing state and/or federal law.
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 Agreement	Part 1, 2, and 3.. The documentation consisting of both the General Provisions and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Term	Definition
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>)
Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 (P-37).
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.
Contractor	The Vendor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract. Term can be interchangeable with "Vendor" and/or "ImageTrend" throughout the contract, RFP and proposal
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.
COTS	Commercial Off the Shelf
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Development	The process or work of developing or creating custom code by the Vendor in order to provide custom enhancements or expanded functionality to the Vendor's COTS software products requested by the State of New Hampshire.
Custom Software	Software developed by the Vendor under this contract, specifically at the request of the State of New Hampshire, that provides custom enhancements or expanded functionality to the COTS vendor product(s) the State uses or intends to use.. The State shall have the non-exclusive license to utilize such software. Such software may then become a part of the core vendor COTS product(s) and be distributed. All Custom software created using federal grant funds must be provided at no additional charge to all other clients of the vendor per federal laws.

2018-566 IT Provisions - Part 2

ImageTrend Initials: MM

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Term	Definition
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
Data Breach or Security Breach	The unauthorized <u>acquisition, access, use, disclosure or theft</u> of computerized data that compromises the integrity, security or confidentiality of personal, sensitive or protected information or data maintained by a person, commercial entity or the State.
Deficiencies/Deficits (Documentation, Non-Software)	<p>A deficiency or defect in a written document or non-software Deliverable resulting in a Deliverable, not conforming to its Specifications.</p> <p>Class A Deficiency – <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>Class B Deficiency – <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>Class C Deficiency – <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>

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Term	Definition
Deficiencies/Malfunctions (Software)	<p>A malfunction, deficiency or defect in a Software Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Severity: <i>High/Site Down</i> - Complete or partial shutdown of one or more Software functions, access to one or more Software functions not available, a major subset of Software application is impacted or does not allow System to otherwise operate, no work around, demands immediate action;</p> <p>Severity: <i>Medium</i> - Minor subsystem failure important, data entry or access is impaired on a limited basis, can sometimes be managed by a State or agency administrator as a first level or response for resolution – usually user error (i.e. training) or forgotten passwords; does not stop operation and/or there is a work around and user can perform tasks;</p> <p>Severity: <i>Low</i> - System operational with minor issues or cosmetic in nature, suggested enhancements as mutually agreed upon – typically covered in a future release as mutually agreed upon, minimal effect on System, user can use System.</p>
Deliverable	<p>A Deliverable is any Software, Written (letter, report, manual, book, other), or Non-Software Deliverable provided by the Vendor to the State or under the terms of a Contract requirement.</p>
Department	<p>An agency of the State</p>
Department of Information Technology (DoIT)	<p>The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.</p>
DERMIS	<p>Division Electronic Records Management Information System, the Division's record management system for managing users for the TEMSIS and Fire RMS systems, EMS licenses, and Fire and EMS Training records. The term "License Management" by ImageTrend means the same thing.</p>
Digital Signature	<p>Certification that guarantees the unaltered state of a file, also known as "code signing."</p>
Division	<p>The Division of Fire Standards and Training and Emergency Medical Services</p>
Documentation	<p>All information that describes the installation, operation, and use of the Software, either in printed or electronic format.</p>
ECCG	<p>Electrocardiogram</p>
Effective Date	<p>The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive</p>

2018-566 IT Provisions – Part 2

ImageTrend Initials: MM

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Term	Definition
	Council of the State of New Hampshire approves the Contract
EMS	Emergency Medical Services
Encryption	Supports the transformation 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
ePCR	Electronic Patient Care Report/Reporting
Event of Default	Any one or more of the following acts or omissions of a Vendor shall constitute an event of default hereunder ("Event of Default") <ul style="list-style-type: none"> 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
Final System Acceptance	The System is operating and fully functional after the successful conclusion of the Warranty Period, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Final System Acceptance Letter.
Fire RMS	Fire Records Management System- Documenting system for NFIRs reports and associated functional modules
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
FSTEMS	Fire Standards and Training & Emergency Medical Services
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
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
GPS	Global Positioning System

2018-566 IT Provisions - Part 2

ImageTrend Initials: MM

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Term	Definition
GUI	Graphic User Interface
HAPHR	Hospital Access to Pre-Hospital Records: a system that allows limited viewable and printable access to EMS records for patients that were transported to that hospital. Abbreviation used for the RFP and Contract only. Vendor nomenclature for this feature is called "Hospital Hub".
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
ImageTrend	Means ImageTrend, Inc., and Minnesota based company that is providing the software solutions. ImageTrend is the Vendor/Contractor and the term can be interchangeable with "Contractor" and/or "Vendor" throughout the contract, RFP and proposal
ImageTrend Elite Data Marts	The relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.
ImageTrend Elite Reporting tools	The Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.
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.
Incident(s)	An instance where and EMS or Fire agency in the State sends a vehicle to a potential or actual patient or fire incident.
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 that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Term	Definition
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved.
Issues Log	Contains a list of ongoing and closed issues of the project. While issue logs can be viewed as a way to track errors in the project, the role it plays often extends further. Issue logs can be used to order and organize the current issues by type and severity in order to prioritize issues associated with the current milestone or iteration. Issue logs may also contain customer requests and remarks about the various problems that can be found in current code
Key Project Staff	Personnel identified by the State and by the Contractor as essential to work on the Project.
Letter of UAT Acceptance	A Letter of UAT Acceptance provides notice from the State of the successful conclusion of UAT testing and of the commencement of the Warranty Period.
License (EMS)	Official permission by the State to provide EMS Care or operate an EMS agency
Licensee	The State of New Hampshire
Licensed Information	Any information pertaining to the Software which is owned by IMAGETREND and is licensed to the State. Licensed Information includes such information as input form, user manuals and user documentation, interface format and input/output format, and any other materials pertaining to the Software.
LMS	Learning Management System
NEMSIS	National Emergency Medical Services Information System: National EMS Data System and Dataset under National Highway Transportation System Administration
NFIRS	National Fire Incident Reporting System
NHOODLE	The name of NH's LMS- NH's Distance Learning Environment
NHTSA	National Highway Transportation Safety Administration

2018-566 IT Provisions - Part 2

ImageTrend Initials: MM

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Term	Definition
NIST	National Institute of Standards and Technology
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-Public Information	Data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
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 of the State of New Hampshire, which are 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
Not-to-Exceed	The price the contract shall not exceed under this contract. This is not a guarantee of full payment of the amount if all services or options do not get utilized by the State but the maximum amount that the state will pay under this contract unless otherwise amended through Governor and Council.
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
NREMT	National Association of Emergency Medical Technicians
NSA	National Security Agency
NTDB	National Trauma Data Bank
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.

2018-566 IT Provisions – Part 2

ImageTrend Initials: MM

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Term	Definition
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
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
PCR	Patient Care Report
Perpetual License	An unlimited use of software without rights for resale
Personal Data	Data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
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 Contract Deliverables, invoice sign off, and review and approval of Change Orders.
Project Staff	State personnel assigned to work with the Vendor on the Project
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
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
Protected Health Information (PHI)	Individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted

2018-566 IT Provisions - Part 2

ImageTrend Initials: MM

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Term	Definition
	or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.
QR CODE	“Quick Response” code is a two-dimensional barcode that can be read by a cell phone or computer with a barcode reader and which is used to encode information such as text or a URL for quick access.
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 ten (10) 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
RMS	Records Management System
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Run(s)	An instance where and EMS or Fire agency in the State sends a vehicle to a potential or actual patient or fire incident.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Security Incident	The potentially unauthorized access by non-authorized persons to personal data or non-public data the Contractor believes could reasonably result in the use, disclosure or theft of a State’s personal data or non-public data within the possession or control

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Term	Definition
	of the Contractor. A security incident may or may not turn into a data breach.
Service	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Service Level Agreement (SLA)	A signed agreement between both the State and the Contractor that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	The computer program(s) in machine readable object code form, including the executable processing programs comprising the various modules from the Custom Software and COTS software the Licensed Information provided by the Vendor under the Contract
Software Deliverables	Software and Enhancements
Software License	Licenses provided to the State under this Contract
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Contract Specifications. The off-

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Term	Definition
	the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications	The written provisions 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.
SQL	Structured Query Language
State	STATE is defined as: State of New Hampshire Department of Safety/Division of FSTEMS 33 Hazen Drive Concord, NH 03305 Reference to the term "State" shall include applicable agencies
State Data	For SaaS applications means all data created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year. The year designation is based on the year the period ends. For example SFY19 begins on July 1, 2018 and ends on June 30, 2019.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Term	Definition
State Identified Contact	The person or persons designated in writing by the State to receive security incident or data breach notification.
State Project Leader	State's representative with regard to Project oversight
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 RSA Chapter 91-A
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).
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.
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
Support	Interactive telephone and e-mail support, computer based online training, product upgrades and enhancements, along with defect corrections, delivered from IMAGETREND's offices and specified in the Maintenance and Support Services and Service Level Agreement under Exhibit G

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Term	Definition
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
TEMSIS	Trauma and EMS Information System; the state's electronic patient care reporting system
Term	Period of the Contract from the Effective Date through termination.
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.
TQIP	Trauma Quality Improvement Program
Transcript Records	Existing data maintained and managed by the State that tracks all training and education courses provided by the state and all students who have attended the courses. This data will be converted and imported into the DERMIS system as legacy data.
Transition Services	Services and support provided when Contractor is supporting System changes.
Trauma Registry	A Hospital Patient Registry system for trauma patients using the National Trauma Data bank dataset and integrated with TEMSIS for fields used in both records.
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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Term	Definition
Upgraded Version	The Licensed Software and/or Licensed Information to which updates, enhancements, corrections, installations of patches or other changes have been made. The exterior form of the Updated Version is reflected by changes to the version numbers.
URL	Uniform Resource Locator- the technical term for website address
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
V2	NEMSIS Version 2.2.1 dataset
V3	NEMSIS Version 3.4 and subsequent datasets
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. Term can be interchangeable with "Contractor" and/or "ImageTrend" throughout the contract, RFP and proposal
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 the contracted Vendor 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 8:30am to 7:00pm Eastern Standard Time, Monday through

2018-566 IT Provisions - Part 2

ImageTrend Initials: MM

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF SAFETY
 DIVISION OF FIRE STANDARDS AND TRAINING
 AND EMERGENCY MEDICAL SERVICES
 RECORDS MANAGEMENT SYSTEM
 CONTRACT DOS 2018-566
 PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Term	Definition
	Friday, 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.
XML	Extensible Markup Language

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department Safety/Division of Division of Fire Standards and Training & Emergency Medical Services ("State"), and ImageTrend, a Minnesota Profit Corporation, ("Contractor"), having its principal place of business at 20855 Kensington Blvd. Lakeville, MN 55044

This contract will provide the State with a statewide electronic patient care reporting (ePCR) system for Emergency Medical Services (EMS) integrated with a system for Hospital Access to Pre-Hospital Records (HAPHR), a statewide Trauma Registry, and data reporting and analysis system. Additionally, this contract will include a statewide National Fire Information Reporting System (NFIRS) integrated with the ePCR system, and a system for user management to manage EMS User and Agency licenses and affiliations, EMS User and Fire certifications and education and training records for all training courses the FSTEMS provides, with integration of the user management system with the ePCR and NFIRS systems to manage all user, agency and vehicle demographics in those reporting systems.

RECITALS

Whereas the State desires to have the Contractor provide a a Commercial-off-the-shelf Software System and associated Services for the State;

Whereas the Contractor wishes to provide a Commercial-off-the-shelf Software System and associated services

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract Agreement (2018-566) is comprised of the following documents:

- A. Part 1 - Form P-37 General Provision
- B. Part 2 - Information Technology Provisions
- C. Part 3 - 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

2018-566 IT Provisions - Part 2

ImageTrend Initials: MM

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566**

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

- Exhibit G- Maintenance and Support Services
- Exhibit H- Business Requirements
- Exhibit I- Work Plan
- Exhibit J- Software Agreement
- Exhibit K- Warranty and Warranty Services
- Exhibit L- Training Services
- Exhibit M - HIPAA Business Associate Agreement
- Exhibit N - Agency RFP with Addendums, by reference
- Exhibit O - Vendor Proposal, by reference
- Exhibit P- 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/ Division of Fire Standards and Training & Emergency Medical Services Contract Agreement 2018-566, including Parts 1, 2, and 3;
- b. State of New Hampshire, Department of Safety/ Division of Fire Standards and Training & Emergency Medical Services RFP 566-18 (Repost dated 03/14/2018);
- c. Vendor Proposal Response to RFP 566-18 dated 3/23/2018;
- d. Portions of Vendor Proposal Response to RFP 565-18 dated 2/5/2018 unamended by Vendor Proposal Response to RFP 566-18.

2. 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 06/30/2028. The Term may be extended up to 2 years, (“Extended Term”) at the sole option of the State, subject to the parties prior written agreement on applicable fees for each Extended Term.

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

The State does not require the Contractor to commence work prior to the Effective Date; however, if the Contractor commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of the Contractor. In the event that the Contract does not become effective, the State shall be under no obligation to pay the Contractor 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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Time is of the essence in the performance of the Contractor's obligation under the contract.

3. COMPENSATION

3.1 CONTRACT PRICE

The Contract Price, Part 1, P37, block 1.8 price limitation, method of payment, and terms of payment are identified and more particularly described in section 5 of P-37 Agreement and Part 3 Contract Exhibit B: *Price and Payment Schedule*.

3.2 NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion and cost, to retain other vendors 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. The Contractor shall not be responsible for any delay, act, or omission of such other vendors, except that the Contractor shall be responsible for any delay, act, or omission of the other vendors if such delay, act, or omission is caused by or due to the fault of the Contractor.

4. CONTRACT MANAGEMENT

The Project will require the coordinated efforts of a Project Team consisting of both the Contractor and State personnel. The Contractor shall provide all necessary resources to perform its obligations under the Contract. The Contractor shall be responsible for managing the Project to its successful completion.

4.1 THE CONTRACTOR'S CONTRACT MANAGER

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

Lisa Vanina
Proposal and Contracts Manager
20855 Kensington Blvd.
Lakeville, MN 55044
Tel: 888-469-7789
Email: lvanina@imagetrend.com

4.2 THE CONTRACTOR'S PROJECT MANAGER

4.2.1 Contract Project Manager

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

The Contractor shall assign a Project Manager who meets the requirements of the Contract. The Contractor'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 Contractor's Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of the Contractor's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

- 4.2.2 The Contractor's 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 the Contractor's representative for all administrative and management matters. The Contractor's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I, Section 2. The Contractor's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State. The Contractor's Project Manager must work diligently and use his/ her best efforts on the Project.
- 4.2.3 The Contractor shall not change its assignment of the Contractor's Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than of the Contractor's Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in General Provisions, Section 4.2.1: *Contract Project Manager*, and in Contract Agreement General Provisions, Section 4.6: *Reference and Background Checks*, below. The Contractor shall assign a replacement of the Contractor's Project Manager within ten (10) business days of the departure of the prior Contractor's Project Manager, and the Contractor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Project Manager.
- 4.2.4 Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare the Contractor in default and pursue its remedies at law and in equity, if the Contractor fails to assign a the Contractor Project Manager meeting the requirements and terms of the Contract.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

4.2.5 CONTRACTOR Project Managers are:

DERMIS/ User Management / Licensing

Jay Katzenberger
Implementation Manager
20855 Kensington Blvd.
Lakeville, MN 55044
Tel: 952-469-6161
Email: jkatzenberger@imagetrend.com

TEMSIS / Elite / Elite Rescue / Account Advisement Services

Kevin Ferriby
Tentative Account Adviser
20855 Kensington Blvd.
Lakeville, MN 55044
Tel: 952-469-6149
Email: kferriby@imagetrend.com

4.3 CONTRACTOR KEY PROJECT STAFF

4.3.1 The Contractor 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.2: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on the Contractor's Key Project Staff. The State reserves the right to require removal or reassignment of the Contractor's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with General Provisions Section 4.6: *Background Checks*.

4.3.2 The Contractor shall not change any of the Contractor's Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Key Project Staff will not be unreasonably withheld. The replacement of the Contractor's Key Project Staff shall have comparable or greater skills than of the Contractor's 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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

background checks described in Contract Agreement- General Provisions, Section 4.6: *Reference and Background Checks*,

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

4.3.3.1 The Contractor Key Project Staff shall consist of the following individuals in the roles identified below:

The Contractor's Key Project Staff:

Key Member(s)	Title
Mi Lam	Product Manager
Chris Morris	Implementation Coordinator
Kelly Pithan	Implementation Team Manager
Kevin Ferriby	Account Adviser

4.4 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:

Jeffrey Phillips
Assistant Director
33 Hazen Drive,
Concord, NH 03305
Tel: 603-223-4200
Fax: 603-271-1091
Email: Jeffrey.phillips@dos.nh.gov

4.5 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 and managing all Contractors;
- c. Managing significant issues and risks.
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

- f. Review and approval of change proposals; and
- g. Managing stakeholders' concerns.

The State Project Manager is:

Richard "Chip" Cooper
Emergency Services Data Manager
33 Hazen Drive
Concord NH 03305
Tel: 603-223-4200
Email: richard.cooper@dos.nh.gov

4.6 REFERENCE AND BACKGROUND CHECKS

The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony, or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty, or who have any protective orders in effect against them. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

The State may, at its sole expense, conduct reference and background screening of the Contracted Vendor Project Manager and the Contractor Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement – General Provisions-Section 11: Use of State's Information, Confidentiality.

5. DELIVERABLES

5.1. CONTRACTOR RESPONSIBILITIES

The Contractor 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.

The Contractor shall not subcontract Services without providing the State written justification and obtaining the prior written approval of the State. State approvals for subcontracting Services will not be unreasonably withheld, subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. The Contractor must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider the Contractor to be wholly responsible for the performance of the Contract and the sole point of

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

5.2. DELIVERABLES AND SERVICES

The Contractor 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, the Contracted Vendor represents that it has performed its obligations under the Contract associated with the Deliverable or Services.

5.3. NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

After receiving written Certification from the Contractor 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 Requirements outlined in Contract Exhibit A: *Contract Deliverables*. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable within ten (10) business days of the State's receipt of the Contractor's written Certification. If the State rejects the Deliverable, the State shall notify the Contractor of the nature and class of the Deficiency and the Contractor shall correct the Deficiency within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable is identified, the Contractor shall correct the Deficiency in the Deliverable within ten (10) business days or a mutually agreed upon date, in writing, considering the nature of the deficiency(s). Upon receipt of the corrected Deliverable, the State shall have ten (10) business days to review the Deliverable and notify the Contractor of its Acceptance or rejection thereof, with the option to extend the Review Period up to ten (10) additional business days. If the Contractor fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and pursue its remedies at law and in equity. Should the State fail to provide any communication, whether Acceptance, rejection, or notice to extend the review period, then the Deliverable shall be accepted on the fifteenth (15) day following submission of the Deliverable to the State.

5.4. SOFTWARE REVIEW 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*.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

6. SOFTWARE

The Contractor shall provide the State with access to the Software and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software Agreement*.

7. SERVICES

The Contractor 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

The Contractor 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

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

7.3 TESTING SERVICES

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

7.4 TRAINING SERVICES

The Contractor 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

The Contractor 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.

7.6 WARRANTY SERVICES

The Contractor shall provide the State with warranty Services set forth in the Contract, and particularly described in Exhibit K: Warranty & Warranty Services.

8. WORK PLAN DELIVERABLE

The Contractor 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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

8.1 WORK PLAN

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: Work Plan. The Contractor 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 the Contractor from liability to the State for damages resulting from the Contractor's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

8.2 WORK PLAN DELAYS

In the event of any delay in the Schedule, the Contractor must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of the Contractor 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.

Although the parties agree that time estimates, scheduling, and future-looking timelines shall be computed to the best of each Party's ability, the parties acknowledge that uncertainty cannot be completely eliminated. Recognizing that time is of the essence, each party shall commit reasonable resources as appropriate and necessary to meet the timelines outlined in the Work Plan. Each party shall not withhold reasonably accommodating the other party when unforeseen issues render previously agreed time estimates and/or timelines impracticable. The intent of this clause is to allow for flexibility in accommodating "Force Majeure"-type unforeseeable obstacles in a mutually acceptable and reasonable manner. Each party agrees to negotiate and escalate disputes related to time estimates or timelines in good faith and intending to facilitate the success of the project. Any agreement of the parties to make accommodations regarding time estimates and/or timelines as described in this section shall be memorialized in the Schedule, the Work Plan, or both, as appropriate.

Nothing in this section will excuse or permit negligence or failure to perform in accordance with the terms of this Agreement; this section merely establishes a process for accommodating unforeseeable obstacles which may arise during the course of this Agreement, as described above. Nothing in this section is intended to supplant the contract amendment process, as determined solely by the State, or to supplant the change order process for proposed changes to the scope of the Contract.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

In the event additional time is required by the Contractor 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 the Contractor'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, in accordance with Section 13, if it is dissatisfied with the Vendor's Work Plan or elements within the Work Plan.

9. CHANGE ORDERS

9.1 STATE ORIGINATED CHANGE ORDERS

The State may request changes or revisions to the scope of work 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 the Contractor's receipt of a Change Order, or within such other longer period of time as mutually agreed by the parties based upon the complexity of the Change Order and considering that time is of the essence, the Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan and provide to the state a technical document which outlines mutually agreed upon system specifications for Custom Development and work plan affects along with associated costs, payment terms, and acceptance procedures in the form of a Statement of Work. If the Statement of Work is accepted by the state, the Change Order(s) shall be subject to the current Contract allowances or the Contract amendment process, as determined to apply by the State.

9.2 VENDOR ORIGINATED CHANGE ORDERS

The Contractor 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 the Contractor's requested Change Order within ten (10) business days. The State, including the Department of Information Technology, must approve all Change Orders in writing. The cost of a change order requested by the Contractor to the State shall be at the Contractor's expense, unless otherwise agreed upon by the State. 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 the Contractor to the State, and the State acceptance of the Contractor's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the mutually agreed Change Order(s) shall be

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

subject to the current Contract allowances or the Contract amendment process, as determined to apply by the State.

10. INTELLECTUAL PROPERTY

10.1 SOFTWARE TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with the Contractor as defined in EXHIBIT J

Upon successful completion and/or termination of the Implementation of the Project, the Contracted Vendor 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 the Contracted Vendor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Vendors' special utilities. The Contracted Vendor shall license back to the State a non-exclusive perpetual license use such software, source code, object code, modifications, reports, and Documentation developed under the Contract.

In no event shall the Vendor 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, the Vendor 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.

Any custom development of additional software features for a software solution module funded through federal grants under this contract must be made available to any other clients of the Contractor who use or purchase the affected module at no additional cost or premium to the client per federal laws, regulations or grant stipulations applicable to federal grants.

10.2 STATE'S DATA AND PROPERTY

All rights, title and interest in State Data shall remain with the State. 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. The Contractor shall not access State user accounts or State data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract (4) at the State's written request, or (5) training machine learning algorithms or artificial intelligence for the purposes of developing improvements related to the four immediately preceding exceptions (1)-(4) or to the improvement of the Software licensed herein, provided any improvements based on use of the states data does not cause increased license or software use fees.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

10.3 CONTRACTOR'S MATERIALS

Subject to the provisions of this Contract, the Contractor may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the provision of this Contract, the Contractor shall not distribute any products containing or disclose any State Confidential Information. The Contractor 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 such is not obtained as the result of the deliberate memorization of the State Confidential Information by the Contractor employees or third party consultants engaged by the Contractor.

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.

10.4 STATE WEBSITE COPYRIGHT

WWW Copyright and Intellectual Property Rights

All right, title and interest in the State WWW site <NH.GOV, etc.>, 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.

10.5 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, the Contractor 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*). The Contractor shall not use the State Confidential Information developed or obtained during the performance of, or

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM

CONTRACT DOS 2018-566

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

acquired, or developed by reason of the Contract, except as directly connected to and necessary for the Contractor's performance under the Contract.

11.2 STATE CONFIDENTIAL INFORMATION

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

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. The Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State Confidential Information, and the Contractor 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, the Contractor 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 CONTRACTOR CONFIDENTIAL INFORMATION

Insofar as the Contractor seeks to maintain the confidentiality of its confidential or proprietary information, the Contractor must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the Contractor considers the Software and Documentation to be Confidential Information. The Contractor 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,

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Contractor as confidential, the State shall notify the Contractor and specify the date the State will be releasing the requested information. At the request of the State, the Contractor shall cooperate and assist the State with the collection and review of the Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the Contractor 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 the Contractor, without any liability to the Contractor.

11.4 SURVIVAL

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

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 the Contractor shall not exceed the total Contract price set forth in Contract Agreement – General Provisions, Block 1.8.

12.2 CONTRACTOR

Subject to applicable laws and regulations, in no event shall the Contractor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Contractor's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement – P-37, General Provisions, Block 1.8.

Notwithstanding the foregoing, this limitation of liability shall not apply to the Contractor's indemnification obligations set forth in the Contract Agreement-General Provisions Section 13: *Indemnification* and confidentiality obligations in Contract Agreement-General Provisions 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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

12.4 SURVIVAL

This 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 the Contractor shall constitute an event of default hereunder ("Event of Default")

- a. Failure to perform the Services in accordance with the specifications herein 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:

- a. Unless otherwise provided in the Contract, the State shall provide the Contractor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If the Contractor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Contractor 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 the Contractor 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 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.
- 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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

- c. Procure Services that are the subject of the Contract from another source and the Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

- a. 13.1.2 Should State fail to perform any covenant, term or condition of the Contract, the Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days. Should the State fail to cure the default, Vendor may treat the Contract as breached and pursue any of its remedies at law or in equity, or both.

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 the Contractor. In the event of a termination for convenience, the State shall pay the Contractor 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, the Contractor 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.

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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

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 the Contractor 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 the Contractor, the State shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a default of the Contract by the Contractor.

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 the Contractor 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, the Contractor shall:
- a. The State shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the SLA.
 - b. Stop work under the Contract on the date, and to the extent specified, in the notice; Contractor shall not be required to continue performing ongoing obligations which are terminated;
 - c. 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;
 - d. 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 the Contractor and in which the State has an interest;
 - e. During any period of service suspension, the Contractor shall not take any action to intentionally erase any State data.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

1. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase any State data for a period of:
 - 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - 30 days after the effective date of termination, if the termination is for convenience
 - 60 days after the effective date of termination, if the termination is for cause
2. After such period, the Contractor shall have no obligation to maintain or provide any State data and shall thereafter, unless legally prohibited, delete all State data in its systems or otherwise in its possession or under its control.
 - f. 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
 - g. The Contractor shall implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State data;
 - h. The Contractor shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State.
 - i. Provide written Certification to the State that the Contractor has surrendered to the State all said property.

14 CHANGE OF OWNERSHIP

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

15 ASSIGNMENT, DELEGATION AND SUBCONTRACTS

15.1 ASSIGNMENT

The Contractor 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 DELEGATION

The Contractor 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 the Contractor of any of its obligations under the Contract nor affect any remedies available to the State against the Contractor that may arise from any event of default of the provisions of the contract. The State shall consider the Contractor 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 SUBCONTRACTS

Notwithstanding the foregoing, nothing herein shall prohibit the Contractor from assigning the Contract to the successor of all or substantially all of the assets or business of the Contractor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that the Contractor should change ownership, as permitted under Section 15: Change of Ownership, the State shall have the option to continue under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continue under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to the Contractor, its successors or assigns.

16 DISPUTE RESOLUTION

16.1 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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

other party. Such notice shall be without prejudice to the invoking party's right to any other remedy permitted under the contract.

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	ImageTrend	STATE	CUMULATIVE ALLOTTED TIME
Primary	ImageTrend Project Managers	Richard Cooper State Project Manager (PM)	5 Business Days
First	Michael Patock, VP of Product Management	Jeff Philips Assistant Director	10 Business Days
Second	Michael McBrady, CEO or Joe Graw, COO	Deborah Pendergast Director	15 Business Days

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 SAAS GENERAL TERMS AND CONDITIONS

17.1 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,

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), the Contractor 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 the Contractor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall the Contractor 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 the Contractor 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 the Contractor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if the Contractor 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.

17.2 EMAIL USE

As part of providing services under this contract, the Contractor will not require access to email or other electronic communication messaging systems provided or issued by the State of New Hampshire. The Contractor will be using their own external email system to communicate with the state

17.3 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).

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

17.4 REGULATORY GOVERNMENT APPROVALS

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

17.5 INSURANCE CERTIFICATE

Contractor shall maintain insurance in accordance with Section 14 of the General Provisions. The Insurance Certificate should note the Certificate Holder in the lower left hand block as:

State of New Hampshire,
Department of Safety,
Division of Fire Standards & Training and EMS
33 Hazen Drive
Concord, NH 03305

17.6 ESCROW OF CODE

Vendor will enter into a source and configuration code escrow agreement, with a State approved escrow agent. The proposed escrow agreement shall be submitted with the Vendor's Proposal for review by the State. The escrow agreement requires the Vendor to put the Vendor Software source and configuration code in escrow. The source code shall be released to the State, at no expense 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. Vendor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

Upon one of the above events occurring, State may additionally or alternatively request, at the state's option, Vendor furnish, install, and/or restore a working copy of the then-current installation of Vendor Software from Vendors server(s) onto a server(s) of State's choice (e.g. State's own servers or servers provided to State by another party). In this case, unless Vendor demonstrates insolvency due to the event, Vendor will, at the Vendor's expense, perform as directed by the previous sentence or procure/subcontract for such performance if Vendor is unable to do so directly. Operation and maintenance of the system on the state's servers in such as event will be the responsibility of the state should such an event occur.

17.7 EXHIBITS

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

17.8 VENUE AND JURISDICTION

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

17.9 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 Exhibit D Section 5: Records Retention and Access Requirements, Exhibit D Section 6: Accounting Requirements, and General Provisions-Section 11: Use of State's Information, Confidentiality and General Provisions- Section 14: Termination which shall all survive the termination of the Contract.

17.10 FORCE MAJEURE

Neither the Contractor 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 the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

17.11 NOTICES

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 The Contractor	To State:
ImageTrend, Inc.	State Of New Hampshire
20855 Kensington Blvd. Lakeville, MN 55044	Department of Safety/ Division Of Fire Standards And Training & Emergency Medical Services
TEL: 1-888-469-7789	33 Hazen Drive Concord, NH 03305

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

E.MAIL: contracts@imagetrend.com	TEL: (603) 223-4200
	E.MAIL: Deborah.Pendergast@dos.nh.gov

17.12 DATA PROTECTION

Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own personal data and non-public data of similar kind.
- b. All data obtained by the Contractor in the performance of this contract shall become and remain property of the State. All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the personal data.
- d. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
- e. At no time shall any data or processes — that either belong to or are intended for the use of the State or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- f. The Contractor shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

17.13 RETURN OF DATA

Upon termination of this Agreement for any reason, including completion of the contract term, Vendor shall provide to State copies of the following data:

2018-566 IT Provisions - Part 2

ImageTrend Initials: MM

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

- a. A copy of all State ePCR data in NEMSIS 2 or 3 format, as applicable to the data origins, such that the data can be imported into another NEMSIS compliant system and individuals records can be identified and recovered as needed once imported into a new system; and
- b. A copy of the Data Warehouse to be used for data review, reporting and analysis in SQL or other agreed upon format that can be installed on a state server. This data will include documentation on table layout, organization and relationships such that the state can connect state data analytics software to the data warehouse efficiently.

Vendor will produce this data by first using relevant export functionality provided by the application, e.g. for ImageTrend Elite the data would be produced as a NEMSIS Version 3 XML file(s), or by other native data export format (e.g. Microsoft SQL Server backup file or other data extract) should the application provide no export functionality. Vendor may redact or remove Vendor trade secret and confidential information, such as database schema design details, or data which is used solely in an operational or administrative fashion (e.g. data which was never entered by State end-users). For clarity, Vendor may not redact or remove data that State or State's end-users entered. Vendor will provide this exported data to State via secure electronic transfer, such as SFTP/FTPS. Vendor shall have 90 days from State's request to produce this data for State. Should State desire the data to come in any alternative format, or be in any way different than as described in this section, State must request those services from Vendor separately on a Time and Materials basis (e.g. via Change Order as detailed elsewhere in this Agreement).

17.14 DATA LOCATION

The Contractor shall provide its services to the State and its end users solely from data centers in the U.S.. Storage of State data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access State data remotely only as required to provide technical support.

17.15 SECURITY INCIDENT OR DATA BREACH NOTIFICATION

The Contractor shall inform the State of any security incident or data breach in accordance with NH RSA 359-C:20 Notification of Security Breach Required and Exhibit M- HIPAA Business Associate Agreement, Section 9, Data Breach Notification and Mitigation.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566**

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

- a. Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.
- b. Security Incident Reporting Requirements: the Contractor shall report a security incident to the appropriate State identified contact immediately as defined in the SLA.
- c. Data Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

17.16 DATA BREACH RESPONSIBILITIES AND MITIGATION

The Contractor shall be responsible for mitigating any data breach according to NH RSA 359-C:20 Notification of Security Breach Required and Exhibit M- HIPAA Business Associate Agreement, Section 9, Data Breach Notification and Mitigation This section only applies when a data breach occurs with respect to personal data within the possession or control of the Contractor.

- a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. the Contractor shall (1) cooperate with the State as reasonably requested by the State to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- c. Unless otherwise stipulated, if a data breach is a direct result of the Contractor's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the Contractor shall bear the costs associated with:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

- (1) the investigation and resolution of the data breach;
- (2) notifications to individuals, regulators or others required by State law;
- (3) a credit monitoring service required by State (or federal) law;
- (4) a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute¹⁷ at the time of the data breach; and
- (5) complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(1) through (5)] subject to this Contract's limitation of liability.

17.17 NOTIFICATION OF LEGAL REQUESTS

The Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's data under this contract, or which in any way might reasonably require access to the data of the State. the Contractor shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

17.18 ACCESS TO SECURITY LOGS AND REPORTS

The Contractor shall provide reports to the State in a format as agreed to by both the Contractor and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this contract.

17.19 CONTRACT AUDIT

The Contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

17.20 DATA CENTER AUDIT

The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. the Contractor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report, HIPAA audit report, HIPAA Security Rule with NIST 800-53 Mappings report or approved equivalent sets the minimum level of a third-party audit.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

17.21 ADVANCE NOTICE

The Contractor shall give advance notice (to be determined at the contract time and included in the SLA) to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

17.22 SECURITY

The Contractor shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and the Contractor. For example: virus checking and port sniffing — the State and the Contractor shall understand each other's roles and responsibilities.

17.23 NON-DISCLOSURE AND SEPARATION OF DUTIES

The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State data to that which is absolutely necessary to perform job duties.

17.24 IMPORT AND EXPORT OF DATA

The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export data to/from other service providers.

17.25 RESPONSIBILITIES AND UPTIME GUARANTEE

The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17.26 RIGHT TO REMOVE INDIVIDUALS

The State shall have the right at any time to require that the Contractor remove from interaction with State any the Contractor representative who the State believes is detrimental to its working relationship with the Contractor. The State shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
AND EMERGENCY MEDICAL SERVICES
RECORDS MANAGEMENT SYSTEM
CONTRACT DOS 2018-566
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

security violation exists with respect to the request, the Contractor shall immediately remove such individual. the Contractor shall not assign the person to any aspect of the contract or future work orders without the State's consent.

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 – EXHIBIT A
CONTRACT DELIVERABLES

EXHIBIT A - CONTRACT DELIVERABLES

a. PROBLEM STATEMENT

The State's current contract providing statewide Emergency Services Records Management System expires on 06/30/2018. In order to continue these services, a new system, including data converted from the existing system, needs to be implemented

b. GOALS

Implementation of a statewide Emergency Services Records Management System, including electronic patient care reporting (ePCR) system for Emergency Medical Services (EMS) integrated with a system for Hospital Access to Pre-Hospital Records (HAPHR), a statewide Trauma Registry, and data reporting and analysis system. Additionally, this project will include a statewide National Fire Information Reporting System (NFIRS) integrated with the ePCR system, and a user management system to manage EMS User and Agency licenses and affiliations, EMS User and Fire certifications, and education and training records for all training courses the FSTEMS provides, with integration of the user management system with the ePCR and NFIRS systems to manage all user, agency and vehicle demographics in those reporting systems.

c. PROJECT OVERVIEW

The general scope of the project is to provide to the State with an Emergency Services Records Management 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

d. STATEMENT OF WORK

The contract services provided are defined and specified under Exhibit A, Section f. Deliverables, Milestones, and Activities Schedule and Exhibits E through L. A detailed work plan, mutually agreed upon by both parties, must be provided within fourteen (14) business days of the contract execution.

e. GENERAL PROJECT ASSUMPTIONS

1. The Contractor will provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, Decision Sheets, and other documents used in the management and tracking of the project. The State of New Hampshire and the Contractor's Project Managers (ImageTrend Implementation Coordinator) will review these tools and templates and determine which ones will be used for the project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 – EXHIBIT A
CONTRACT DELIVERABLES

2. Prior to the commencement of work on Non-Software and Written Deliverables, the Contractor shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.
3. The Contractor 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. The Contractor 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.
4. Contractor will provide the State with any technical requirements for user connectivity to or usage of the application and interface functionality (i.e. CAD systems)
5. The Deliverables are set forth in the Schedule described below in Section 2. By issuing an Acceptance Letter to unconditionally accept 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.
6. State shall have a 180 day warranty period, as defined in Part 3, exhibit K section 2, in which to reverse the decision to accept a Deliverable. If after this 180 day warranty period State detects a Deficiency (occurring after testing periods have concluded), State may not reverse the Deliverable acceptance and may instead submit a Deficiency/Malfunction ticket via Contractor's technical support system as detailed in Contractor's Service Level Agreement attachment. Should State fail to issue an acceptance for a Deliverable for more than 15 business days, the Deliverable will be deemed accepted.
7. The State may, at any time during the contract term, opt-out of any services for a period of time as specified by the State. This opt-out may be the result of many factors, including, but not limited to, budgetary or resources constraints. The opt-out period may be for a portion of the contract terms or the remaining term of the contract. The State may choose to opt back into discontinued services at a future point in the contract. The State will provide 30 days' notice to the Contractor prior to opt-out/opt-in. During the opt-out period, the state will not be obligated to pay for services that they state is not using or receiving.
8. The State shall only pay for services while they are activated as part of deployment and initiation of implementation, or modified as part of an opt-out/opt-in action by the State. The payment shall be prorated based on the number of months in which services are active in the applicable SFY multiplied by the monthly break-down of the annual fee as determined by the annual fee for the services divided by 12. Purchases of licenses and one-time implementation fees will be paid in full at the time of service activation, deployment and initiation of the project or services unless otherwise mutually agreed upon between the State and Vendor.

State of NH DOS Contract 2018-566-18
Exhibit A – Contract Deliverables – Part 3
Date: 12/11/2016
Contractor's Initials MM

STATE OF NEW HAMPSHIRE
 Department Of Safety
 Division Of Fire Standards And Training & Emergency Medical Services
 Emergency Services Records Management System
 CONTRACT 2018-566
 PART 3 – EXHIBIT A
 CONTRACT DELIVERABLES

9. 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.

f. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

Item	Activity, Deliverable or Milestone	Deliverable Type	Projected
Implementing Existing Systems			
1	Continuation of Support and Hosting for Elite and Elite Field, including Visual Informatics,	Software	July 1, 2018
2	Continuation of Support and Hosting for Trauma Registry, including Visual Informatics	Software	July 1, 2018
3	Continuation of Support and Hosting for Hospital Hub	Software	July 1, 2018
Implementing Upgrade to Elite Rescue			
1	Elite Rescue Fire RMS License activated and deployed to State site	Software	<i>Following DERMIS implementation per timeline in Project Work Plan</i>
2	Implement and Configure Fire RMS to upgrade Elite to Elite Rescue	Software	<i>Following DERMIS implementation per timeline in Project Work Plan</i>
3	Initiate support and hosting for full Elite Rescue	Software	<i>Following DERMIS implementation per timeline in Project Work Plan</i>
Project Management			
1	Conduct Project Kickoff Meeting	Non-Software	Two weeks from Contract Signature
2	Bi-Weekly Project Meetings	Non-Software	Ongoing
3	Monthly Status Reports	Written	Ongoing
4	Provide Project Templates / Checklists / Workbooks	Written	During Kickoff Meeting
5	Provide Current sample of application configurations	Written	<i>Timeline in Project Work Plan</i>
6	Provide documentation of default business workflows	Written	<i>Timeline in Project Work Plan</i>
7	Final Acceptance Tests report	Written	One week after final UAT
8	Project close-out report	Written	30 Days after Go-Live
9	Enhancement Modifications Project Management	Non-Software	Ongoing through final enhancement UAT

State of NH DOS Contract 2018-566-18
 Exhibit A – Contract Deliverables – Part 3
 Date: 12/11/2016
 Contractor's Initials MM

STATE OF NEW HAMPSHIRE
 Department Of Safety
 Division Of Fire Standards And Training & Emergency Medical Services
 Emergency Services Records Management System
 CONTRACT 2018-566
 PART 3 – EXHIBIT A
 CONTRACT DELIVERABLES

Item	Activity, Deliverable, or Milestone	Deliverable Type	Projected
Planning			
1	System analysis and needs assessment report	Written	<i>Timeline in Project Work Plan</i>
2	Mutually Agreed Project Work Plan	Written	Two weeks from Project Kickoff Meeting
3	Software Deployment and Configuration Plan	Written	<i>Timeline in Project Work Plan</i>
4	Security Plan	Written	<i>Timeline in Project Work Plan</i>
5	Testing Plan	Written	<i>Timeline in Project Work Plan</i>
6	Data Conversion Plan and Design	Written	<i>Timeline in Project Work Plan</i>
7	Training Plan	Written	<i>Timeline in Project Work Plan</i>
Site Deployment and Configuration			
1	DERMIS license activated and deployed to State site	Software	<i>Timeline in Project Work Plan</i>
2	Provide State web portal and URL	Software	<i>Timeline in Project Work Plan</i>
3	State System administrator user accounts created	Software	<i>Timeline in Project Work Plan</i>
4	Implement NH specific site configurations (e.g. logos, links etc.)	Software	<i>Timeline in Project Work Plan</i>
5	Activate Report Writer features	Software	<i>Timeline in Project Work Plan</i>
6	Configure single-sign on for TEMSIS and DERMIS	Software	<i>Timeline in Project Work Plan</i>
7	DERMIS Offline Inspections License Activated	Software	<i>Timeline in Project Work Plan</i>
Implementations			
1	Complete implementation of Elite Integration	Software	<i>Timeline in Project Work Plan</i>

State of NH DOS Contract 2018-566-18
 Exhibit A – Contract Deliverables – Part 3
 Date: 4/11/2018
 Contractor's Initials: MM

STATE OF NEW HAMPSHIRE
 Department Of Safety
 Division Of Fire Standards And Training & Emergency Medical Services
 Emergency Services Records Management System
 CONTRACT 2018-566
 PART 3 – EXHIBIT A
 CONTRACT DELIVERABLES

Item	Activity, Deliverable or Milestone	Deliverable Type	Projected
2	Complete implementation of NREMT integration	Software	<i>Timeline in Project Work Plan</i>
3	Complete implementation of State EMS integration, including linkage to single sign-on	Software	<i>Timeline in Project Work Plan</i>
4	Complete implementation of Payment gateway linkage	Software	<i>Timeline in Project Work Plan</i>
5	Complete live pilot testing of EMS licenses and training applications for operational staff	Software	<i>Timeline in Project Work Plan</i>
6	Complete live pilot testing of EMS licenses and training applications for external users	Software	<i>Timeline in Project Work Plan</i>
7	Production Go-Live	Software	<i>Timeline in Project Work Plan</i>
Workflow Configuration			
1	Configure User Account creation workflow	Non-Software	<i>Timeline in Project Work Plan</i>
2	Configure Legacy User Account confirmation workflow	Non-Software	<i>Timeline in Project Work Plan</i>
3	Configure EMS Provider License application workflow	Non-Software	<i>Timeline in Project Work Plan</i>
4	Configure Training Course Application workflow	Non-Software	<i>Timeline in Project Work Plan</i>
5	Configure Service/Agency license workflow	Non-Software	<i>Timeline in Project Work Plan</i>
6	Configure Vehicle workflow	Non-Software	<i>Timeline in Project Work Plan</i>
Enhancement/Modifications complete based on UATP			
1	Develop <i>Enhancement Statement of Work</i> specification	Written	<i>Timeline in Project Work Plan</i>
2	Setting course prerequisites for applications (8.7.42, 8.11.7, 8.11.20)	Software	<i>Timeline in Enhancement Statement of Work</i>
3	Bundling of courses into master/parent bundle (8.7.23)	Software	<i>Timeline in Enhancement Statement of Work</i>
4	Internal Staff Approval of course enrollment (8/7/10)	Software	<i>Timeline in Enhancement Statement of Work</i>

State of NH DOS Contract 2018-566-18
 Exhibit A – Contract Deliverables – Part 3
 Date: 12/11/2018
 Contractor's Initials MM

STATE OF NEW HAMPSHIRE
 Department Of Safety
 Division Of Fire Standards And Training & Emergency Medical Services
 Emergency Services Records Management System
 CONTRACT 2018-566
 PART 3 – EXHIBIT A
 CONTRACT DELIVERABLES

Item	Activity/Deliverable or Milestone	Deliverable Type	Projected
5	Agency Director User Search (8.3.33)	Software	Timeline in Enhancement Statement of Work
6	PDF certificates for course modules (8.7.19)	Software	Timeline in Enhancement Statement of Work
7	Tiered Inspection failure criteria (8.6/7)	Software	Timeline in Enhancement Statement of Work
8	Alert Messages Displayed (8.1.14)	Software	Timeline in Enhancement Statement of Work
9	Document Description for Investigations (8.8.6)	Software	Timeline in Enhancement Statement of Work
10	Offline skills testing module (8.7.34, 8.1.7, 8.1.9)	Software	Timeline in Enhancement Statement of Work
11	Custom Development Project Management	Software	Timeline in Enhancement Statement of Work
12	Enhancement Features and SOW Development	Software	As Needed
Legacy Data Conversion			
1	Validate Legacy Data Workbooks provided by State	Non-Software	Timeline in Project Work Plan
2	Complete and validate testing Imports / conversion of data	Software	Timeline in Project Work Plan
3	Final Go-Live Import / Conversion of data	Software	Timeline in Project Work Plan
4	Final Go-Live import validated through UAT	Non-Software	Timeline in Project Work Plan
Testing			
1	Conduct Integration Testing	Non-Software	Timeline in Project Work Plan
2	Conduct User Acceptance Testing	Non-Software	Timeline in Project Work Plan
3	Perform Production Reliability Tests	Non-Software	Timeline in Project Work Plan
4	Test In-Bound and Out-Bound Interfaces	Software	Timeline in Project Work Plan
5	Conduct System Performance (Load/Stress) Testing	Non-Software	Timeline in Project Work Plan

State of NH DOS Contract 2018-566-18
 Exhibit A – Contract Deliverables – Part 3
 Date: 11/11/2018
 Contractor's Initials MM

STATE OF NEW HAMPSHIRE
 Department Of Safety
 Division Of Fire Standards And Training & Emergency Medical Services
 Emergency Services Records Management System
 CONTRACT 2018-566
 PART 3 – EXHIBIT A
 CONTRACT DELIVERABLES

Item	Activity, Deliverable, or Milestone	Deliverable Type	Projected
6	Security Review and Testing	Non-Software	Prior to live legacy data import and pilot testing
Training (See Exhibit A for Details)			
1	Education Session #1 Complete	Non-Software	<i>Timeline in Project Work Plan</i>
2	Education Session #2 Complete	Non-Software	<i>Timeline in Project Work Plan</i>
3	Education Session #3 Complete	Non-Software	<i>Timeline in Project Work Plan</i>
4	Education Session #4 Complete	Non-Software	<i>Timeline in Project Work Plan</i>
5	Education Session #5 Complete	Non-Software	<i>Timeline in Project Work Plan</i>
6	Education Session #6 Complete	Non-Software	<i>Timeline in Project Work Plan</i>
7	Education Session #7 Complete	Non-Software	<i>Timeline in Project Work Plan</i>
8	Education Session #8 Complete	Non-Software	<i>Timeline in Project Work Plan</i>
9	Education Session #9 Complete	Non-Software	<i>Timeline in Project Work Plan</i>
10	Onsite Training Up to 5 days Onsite / 3 trips	Non-Software	As Scheduled
11	Webinar Training Up to 4 sessions	Non-Software	As Scheduled
Support and Hosting			
1	DERMIS System	Non-Software	On-site Deployment
2	DERMIS Offline Inspections	Non-Software	On-Module Activation
3	NREMT Integration	Non-Software	After UAT
4	State LMS Integration	Non-Software	After UAT
5	Payment Gateway Integration	Non-Software	After UAT
6	Account Advisement Services	Non-Software	On Contract Signature

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STATE OF NEW HAMPSHIRE
 Department Of Safety
 Division Of Fire Standards And Training & Emergency Medical Services
 Emergency Services Records Management System
 CONTRACT 2018-566
 PART 3 - EXHIBIT B
 PRICE AND PAYMENT SCHEDULE

EXHIBIT B - PRICE AND PAYMENT SCHEDULE

1. PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed (NTE) Contract for the period between July 1, 2018 through 06/30/2028. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

1.2 Activity, Deliverable, or Milestone Payment Schedule

Item	Activity, Deliverable, or Milestone	Projected	Price
Implementing Existing Systems			
1	Continuation of Support and Hosting for Elite, including Visual Informatics Hosting: 2/3 of \$50,000 = \$33,000 Support: 2/3 of \$45,000 = \$30,000	On Contract Signature	\$63,000
	Continuation of Support and Hosting for Elite Field,	On Contract Signature	\$15,000.00
2	Continuation of Support and Hosting for Trauma Registry, including Visual Informatics	On Contract Signature	\$23,610.00
3	Continuation of Support for Hospital Hub	On Contract Signature	\$24,000.00
Implementing Upgrade to Elite Rescue			
1	Elite Rescue Fire RMS License activated and deployed to State site	Following DERMIS implementation per Timeline in Project Work Plan	\$100,000.00
2	Implement and Configure Fire RMS to upgrade Elite to Elite Rescue Setup	Following DERMIS implementation per Timeline in Project Work Plan	\$25,000.00
3	Initiate support and hosting for full Elite Rescue (prorated for 6 mos. of SFY 19) Hosting: 1/3 of \$50,000 = \$17,000 / 2 = \$8,500.00 Support: 1/3 of \$45,000 = \$15,000.00 / 2 = \$7,500.00	Following DERMIS implementation per Timeline in Project Work Plan	\$16,000.00
Project Management			
1	Conduct Project Kickoff Meeting	Two weeks from Contract Signature	Included

State of NH DOS Contract 2018-566-18
 Exhibit B - Price and Payment Schedule - Part 3
 Date: 12/11/2018
 Contractor's Initials MM

STATE OF NEW HAMPSHIRE
 Department Of Safety
 Division Of Fire Standards And Training & Emergency Medical Services
 Emergency Services Records Management System
 CONTRACT 2018-566
 PART 3 - EXHIBIT B
 PRICE AND PAYMENT SCHEDULE

Item	Activity, Deliverable or Milestone	Projected	Price
2	Bi-Weekly Project Meetings	Ongoing	Included
3	Monthly Status Reports	Ongoing	Included
4	Provide Project Templates / Checklists / Workbooks	During Kickoff Meeting	Included
5	Provide Current sample of application configurations	<i>Timeline in Work Plan</i>	Included
6	Provide documentation of default business workflows	<i>Timeline in Work Plan</i>	Included
7	Final Acceptance Tests report	One week after final UAT	Included
8	Project close-out report	30 Days after Go-Live	Included
9	Enhancement/Modifications Project Management	Ongoing through final enhancement UAT	Included
Planning			
1	System analysis and needs assessment report	<i>Timeline in Work Plan</i>	Included
2	Project Work Plan	<i>Timeline in Work Plan</i>	\$15,000.00
3	Software Deployment and Configuration Plan	<i>Timeline in Work Plan</i>	Included
4	Security Plan	<i>Timeline in Work Plan</i>	Included
5	Testing Plan	<i>Timeline in Work Plan</i>	Included
6	Data Conversion Plan and Design	<i>Timeline in Work Plan</i>	Included
7	Training Plan	<i>Timeline in Work Plan</i>	Included
Site Deployment and Configuration			
1	DERMIS license activated and deployed to State site	<i>Timeline in Work Plan</i>	\$90,000.00
2	Provide State web portal and URL	<i>Timeline in Work Plan</i>	Included
3	State System administrator user accounts created	<i>Timeline in Work Plan</i>	Included
4	Implement NH specific site configurations (e.g. logos, links etc.)	<i>Timeline in Work Plan</i>	Included
5	Activate Report Writer / features	<i>Timeline in Work Plan</i>	Included
6	Configure single-sign on for TEMSIS and DERMIS	<i>Timeline in Work Plan</i>	Included

State of NH DOS Contract 2018-566-18
 Exhibit B – Price and Payment Schedule – Part 3
 Date: 12/11/2018
 Contractor's Initials MM

STATE OF NEW HAMPSHIRE
 Department Of Safety
 Division Of Fire Standards And Training & Emergency Medical Services
 Emergency Services Records Management System
 CONTRACT 2018-566
 PART 3 - EXHIBIT B
 PRICE AND PAYMENT SCHEDULE

Item	Activity, Deliverable, or Milestone	Projected	Price
7	DERMIS Offline Inspections License Activated	Timeline in Work Plan	\$16,000.00
Implementations			
1	Complete implementation of Elite Integration	Timeline in Work Plan	Included
2	Complete implementation of NREMT integration	Timeline in Work Plan	\$7,500.00
3	Complete implementation of State LMS integration, including linkage to single sign-on	Timeline in Work Plan	\$10,000.00
4	Complete implementation of Payment gateway linkage	Timeline in Work Plan	\$7,500.00
5	Complete live pilot testing of EMS licenses and training applications for operational staff	Timeline in Work Plan	Included
6	Complete live pilot testing of EMS licenses and training applications for external users	Timeline in Work Plan	Included
7	Production Go-Live	Timeline in Work Plan	Included
Workflow Configuration			
1	Configure User Account creation workflow	Timeline in Work Plan	Included
2	Configure Legacy User Account confirmation workflow	Timeline in Work Plan	Included
3	Configure EMS Provider License application workflow	Timeline in Work Plan	Included
4	Configure Training Course Application workflow	Timeline in Work Plan	Included
5	Configure Service/Agency license workflow	Timeline in Work Plan	Included
6	Configure Vehicle workflow	Timeline in Work Plan	Included
Enhancement/Modifications - complete based on UAT			
1	Delivery of Enhancement Statement of Work	Timeline in Enhancement Statement of Work	Included in Project Management
2	Setting course prerequisites for applications (8.7.42, 8.11.7, 8.11.20)	Timeline in Enhancement Statement of Work	\$7,500.00
3	Bundling of courses into master/parent bundle (8.7.23)	Timeline in Enhancement Statement of Work	\$16,000.00
4	Internal Staff Approval of course enrollment (8.7.10)	Timeline in Enhancement Statement	\$5,000.00

State of NH DOS Contract 2018-566-18
 Exhibit B - Price and Payment Schedule - Part 3
 Date: 11/11/2018
 Contractor's Initials: MM

STATE OF NEW HAMPSHIRE
 Department Of Safety
 Division Of Fire Standards And Training & Emergency Medical Services
 Emergency Services Records Management System
 CONTRACT 2018-566
 PART 3 - EXHIBIT B
 PRICE AND PAYMENT SCHEDULE

Item	Activity, Deliverable, or Milestone	When Projected	Price
		<i>of Work</i>	
5	Agency Director User Search (8.3.33)	<i>Timeline in Enhancement Statement of Work</i>	\$1,000.00
6	PDF certificates for course modules (8.7.19)	<i>Timeline in Enhancement Statement of Work</i>	\$12,500.00
7	Tiered Inspection failure criteria (8.6/7)	<i>Timeline in Enhancement Statement of Work</i>	\$2,500.00
8	Alert Messages Displayed (8.1.14)	<i>Timeline in Enhancement Statement of Work</i>	\$2,000.00
9	Document Description for Investigations (8:8:6)	<i>Timeline in Enhancement Statement of Work</i>	\$125.00
10	Offline skills testing module (8.7.34, 8.1.7, 8.1.9)	<i>Timeline in Enhancement Statement of Work</i>	\$44,500.00
11	Custom Development Project Management	<i>Timeline in Enhancement Statement of Work</i>	\$22,750.00
DERMIS Custom Development Subtotal			\$103,875.00
12	Enhancement Features and SOW Development Modifications	<i>Timeline in Enhancement Statement of Work</i>	\$16,275.00
Legacy Data Conversion			
1	Validate Legacy Data Workbooks provided by State	<i>Timeline in Work Plan</i>	Included
2	Complete and validate testing Imports / conversion of data	<i>Timeline in Work Plan</i>	Included
3	Final Go-Live Import / Conversion of data	<i>Timeline in Work Plan</i>	Included
4	Final Go-Live import validated through UAT	<i>Timeline in Work Plan</i>	\$5,000.00
Testing			
1	Conduct Integration Testing	<i>Timeline in Work Plan</i>	Included
2	Conduct User Acceptance Testing	<i>Timeline in Work Plan</i>	Included
3	Perform Production Reliability Tests	<i>Timeline in Work Plan</i>	Included

State of NH DOS Contract 2018-566-18
 Exhibit B - Price and Payment Schedule - Part 3
 Date: 12/11/2018
 Contractor's Initials MM

STATE OF NEW HAMPSHIRE
 Department Of Safety
 Division Of Fire Standards And Training & Emergency Medical Services
 Emergency Services Records Management System
 CONTRACT 2018-566
 PART 3- EXHIBIT B
 PRICE AND PAYMENT SCHEDULE

Item	Activity, Deliverable, or Milestone	Projected	Price
4	Test In-Bound and Out-Bound Interfaces	<i>Timeline in Work Plan</i>	Included
5	Conduct System Performance (Load/Stress) Testing	<i>Timeline in Work Plan</i>	Included
6	Security Review and Testing	<i>Timeline in Work Plan</i>	Included
Training (See Exhibit C for Details)			
1	Education Session #1 Complete	<i>Timeline in Work Plan</i>	Included
2	Education Session #2 Complete	<i>Timeline in Work Plan</i>	Included
3	Education Session #3 Complete	<i>Timeline in Work Plan</i>	Included
4	Education Session #4 Complete	<i>Timeline in Work Plan</i>	Included
5	Education Session #5 Complete	<i>Timeline in Work Plan</i>	Included
6	Education Session #6 Complete	<i>Timeline in Work Plan</i>	Included
7	Education Session #7 Complete	<i>Timeline in Work Plan</i>	Included
8	Education Session #8 Complete	<i>Timeline in Work Plan</i>	Included
9	Education Session #9 Complete	<i>Timeline in Work Plan</i>	Included
10	Education Session #10 Complete	<i>Timeline in Work Plan</i>	Included
11	Education Session #11 Complete	<i>Timeline in Project Work Plan</i>	Included
12	Onsite Training Session Up to 5 days Onsite at \$1400.00 / Day	As Scheduled	\$5,600.00
13	Training Travel (Onsite Training) Up to 3 trips at \$1750.00 per trip	As Scheduled	\$3,500.00
14	Webinar Training Up to 4 x 1-hour sessions at \$175.00 / session or 2 x 2-hour sessions at \$350.00 / Session	As Scheduled	\$700.00
Support and Hosting			
1	DERMIS System (prorated for 6 mos of SFY 19)* Hosting \$9,000.00 / 2 = \$4,500.00 Support: \$20,000.00 / 2 = \$10,000.00	On site Deployment	\$14,500.00
2	DERMIS Offline Inspections. (prorated for 6 mos of SFY 19)* Hosting \$2,000.00 / 2 = \$1,000.00 Support: \$4,800.00 / 2 = \$2,400.00.	On Module Activation	\$3,400.00
3	NREMT Integration (prorated for 6 mos of SFY 19)* Support: \$1,875.00 / 2 = \$937.50	After UAT	\$937.50
4	State LMS Integration (prorated for 6 mos of SFY 19)* Support: \$2,500.00 / 2 = \$1,250.00	After UAT	\$1,250.00
5	Payment Gateway Integration (prorated for 6 mos of SFY 19)*	After UAT	\$937.50

State of NH DOS Contract 2018-566-18
 Exhibit B - Price and Payment Schedule - Part 3
 Date: 12/11/2016
 Contractor's Initials MM

STATE OF NEW HAMPSHIRE
 Department Of Safety
 Division Of Fire Standards And Training & Emergency Medical Services
 Emergency Services Records Management System
 CONTRACT 2018-566
 PART 3 - EXHIBIT B
 PRICE AND PAYMENT SCHEDULE

Item	Activity, Deliverable or Milestone	Projected	Price	
	Support: \$1,875.00 / 2 = \$937.50			
6	Elite Rescue Fire RMS Permits (prorated for 6 mos of SFY 19)* Support: \$10,000.00 / 2 = \$5,000.00	Following DERMIS implementation per Timeline in Work Plan	\$5,000.00	
7	Account Advisement Services (prorated for 6 mos of SFY 19)* Support: \$12,500.00 / 2 = \$6,250.00	On Contract Signature	\$6,250.00	
Project Holdback				
Item	Activity, Deliverable or Milestone	Projected	Amount	10%
1	DERMIS Implementation and Project Management	60 days after full go-live of all enhancement modifications are complete.	\$15,000.00	\$1,500.00
2	DERMIS Data Hosting	60 days after full productive Go-Live	\$4,500.00	\$450.00
3	DERMIS Support Services	60 days after full productive Go-Live	\$10,000.00	\$1,000.00
4	DERMIS Custom Development	60 days after full productive Go-Live	\$113,875.00	\$11,387.50
5	DERMIS Mobile Inspections Hosting	60 days after full productive Go-Live	\$1,000.00	\$100.00
6	DERMIS Mobile Inspections Support	60 days after full productive Go-Live	\$2,400.00	\$240.00
7	Implement and Configure Fire RMS to upgrade Elite to Elite Rescue Setup	60 days after full productive Go-Live	\$25,000.00	\$2,500.00
8	Elite Rescue Hosting add-on to Elite (1/3 of \$50,000 = \$17,000.00 / 2)	60 days after full productive Go-Live	\$8,500.00	\$850.00
9	Elite Rescue Support add-on to Elite (1/3 of \$45,000 = \$15,000.00 / 2)	60 days after full productive Go-Live	\$7,500.00	\$750.00
10	Elite Rescue Fire RMS Permits	60 days after full productive Go-Live	\$5,000.00	\$500.00
Total 10% Holdback				\$19,277.50

*Amounts are prorated for 6 months (Annual Fee / 2) of SFY 2019 based on the anticipated approval date of January 2019 for the remainder of SFY 2019.

State of NH DOS Contract 2018-566-18
 Exhibit B - Price and Payment Schedule - Part 3
 Date: 12/11/2016
 Contractor's Initials MM

STATE OF NEW HAMPSHIRE
 Department Of Safety
 Division Of Fire Standards And Training & Emergency Medical Services
 Emergency Services Records Management System
 CONTRACT 2018-566
 PART 3 - EXHIBIT B
 PRICE AND PAYMENT SCHEDULE

**Project holdback is only applied to new additions of DERMIS and Fire RMS as these solutions will be being implemented as new solutions. No holdback is applied to existing systems that are ongoing and have been for many years, and therefore do not warrant any holdback as there is no new "deliverable", only the ongoing hosting and support in place.

1.3 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. Positions not identified in the Proposed Position Worksheet may be included in the Future Vendor Rates Worksheet.

Table 1.3: Future Vendor Rates per Hour Worksheet

Position Title	SFY 2019	SFY 2020	SFY 2021	SFY 2022	SFY 2023	SFY 2024	SFY 2025	SFY 2026	SFY 2027	SFY 2028
Project Manager	\$175	\$175	\$180	\$180	\$185	\$185	\$190	\$190	\$195	\$195
Other Positions	\$175	\$175	\$180	\$180	\$185	\$185	\$190	\$190	\$195	\$195

1.4 Solution SAAS Services Pricing Summary Worksheet

Following is a table summarizing the hosting, support and maintenance and license fees through the Contract end date. Price estimate reflects the most optimistic implementation date. Actual payments may differ from the estimate if project start date slips or if implementation takes longer as this will cause a shorter maintenance period.

Table 1.4: Solution SAAS Services Pricing Summary Worksheet

SAAS SERVICES	Year 1	Year 2	Year 3	Year 4	Year 5	5 Yr Subtotal
Web Site Hosting Fee	\$56,450.00	\$71,859.00	\$73,296.18	\$74,762.10	\$76,257.35	\$352,624.63
Technical Support and Maintenance updates	\$117,435.00	\$154,494.20	\$144,834.08	\$147,730.77	\$150,685.38	\$715,179.43
Licensing	\$206,000.00					\$206,000.00
TOTALS	\$379,885.00	\$226,353.20	\$218,130.26	\$222,492.87	\$226,942.73	\$1,273,804.06

SAAS SERVICES	Year 6	Year 7	Year 8	Year 9	Year 10	10 Yr Total
Web Site Hosting Fee	\$77,782.49	\$79,338.14	\$80,924.91	\$82,543.40	\$84,194.27	\$757,407.84

STATE OF NEW HAMPSHIRE
 Department Of Safety
 Division Of Fire Standards And Training & Emergency Medical Services
 Emergency Services Records Management System
 CONTRACT 2018-566
 PART 3 - EXHIBIT B
 PRICE AND PAYMENT SCHEDULE

Technical Support and Maintenance updates	\$153,699.09	\$156,773.07	\$159,908.53	\$163,106.70	\$166,368.84	\$1,515,035.66
Licensing						\$206,000.00
TOTALS	\$231,481.58	\$236,111.21	\$240,833.44	\$245,650.10	\$250,563.11	\$2,478,443.50

1.5 Solution Services Component Pricing Details

Following is a summary of the pricing details for the various software solution components. See section 1.6 Pricing table for annual pricing details.

Table 1.5: Solution Services Component Pricing Details

TEMSIS					
Software Solution	Component	Comment	Qty	Base Price	Total Price
TEMSIS Elite Rescue	ePCR License	Purchased in previous contract	1	\$0.00	\$0.00
	Fire RMS	One-Time Purchase	1	\$100,000.00	\$100,000.00
	Fire RMS	Implementation	1	\$25,000.00	\$25,000.00
	Hosting	Increments 2% annually	10	\$41,500.00	\$538,986.05
	Support	Increments 2% annually	10	\$37,500.00	\$485,237.44
	Permits	Increments 2% annually	10	\$5,000.00	\$104,497.22
TEMSIS Elite Rescue Field	License	Purchased in previous contract	1	\$0.00	\$0.00
	Hosting	Included in Elite Rescue	10	\$0.00	\$0.00
	Support	Increments 2% annually	10	\$15,000.00	\$164,245.81
Contract Total for TEMSIS					\$1,417,966.52
Trauma Registry					
Software Solution	Component	Comment	Qty	Base Price	Total Price
Trauma Registry	License	Purchased in previous contract	1	\$0.00	\$0.00
	Hosting	Increments 2% annually	10	\$9,450.00	\$103,474.86
	Support	Increments 2% annually	10	\$14,169.00	\$155,048.05
Contract Total for Trauma Registry					\$258,522.91
DERMIS					
Software Solution	Component	Comment	Qty	Base Price	Total Price
DERMIS System	License	One-Time Purchase	1	\$90,000.00	\$90,000.00
	Configuration	Implementation and Proj Mgt	1	\$15,000.00	\$15,000.00

STATE OF NEW HAMPSHIRE
 Department Of Safety
 Division Of Fire Standards And Training & Emergency Medical Services
 Emergency Services Records Management System
 CONTRACT 2018-566
 PART 3 - EXHIBIT B
 PRICE AND PAYMENT SCHEDULE

	Custom Development	SOW Defined in Proposal	1	\$113,875.00	\$113,875.00
	Legacy Data Migration	One-time cost	1	\$5,000.00	\$5,000.00
	Hosting	Increments 2% annually	10	\$4,500.00	\$94,047.49
	Support	Increments 2% annually	10	\$10,000.00	\$208,994.42
DERMIS Offline Inspections	License	One-Time Purchase	1	\$16,000.00	\$16,000.00
	Hosting	Increments 2% annually	10	\$1,000.00	\$20,899.44
	Support	Increments 2% annually	10	\$2,400.00	\$50,158.66
National Registry Integration	Activation	One-Time Fee	1	\$7,500.00	\$7,500.00
	Support	Increments 2% annually	10	\$937.50	\$19,593.23
Moodle Integration*	Activation	One-Time Fee	1	\$10,000.00	\$10,000.00
	Support	Increments 2% annually	10	\$1,250.00	\$26,124.30
Payment Gateway	Activation	One-Time Fee	1	\$7,500.00	\$7,500.00
	Support	Increments 2% annually	10	\$937.50	\$19,593.23
Contract Total for DERMIS					\$704,285.77
Other Solutions and Services					
Software Solution	Component	Comment	Qty	Base Price	Total Price
Hospital Hub	Annual Service	Increments 2% annually	10	\$24,000.00	\$262,793.30
Enhancements and SOW Dev*	Annual Election	75 hours at annual Dev Rate	10	\$16,275.00	\$172,050.00
Account Advisement Services	Annual Election	2 Years with additional optional	2	\$6,250.00	\$18,750.00
Contract Total					\$453,593.30
Training					
Software Solution	Component	Comment	Qty	Base Price	Total Price
Onsite Training	Training	Full-Day onsite \$1400/day	5	\$1,400.00	\$7,000.00
	Training Travel	\$1750 / Trainer / Trip	3	\$1,750.00	\$5,250.00
Webinar Training	Training	Live Session (up to 2 Hours)	4	\$350.00	\$1,400.00
Contract Total for Training					\$13,650.00
Contract Total					\$2,848,018.50

Solutions Services Terms:

- Ongoing commitments of time, e.g. "Enhancements and SOW Dev" are made available on an annual basis with no roll-over or accumulation of such hours. Those hours must be consumed each year prior to each anniversary of this Agreement.

State of NH: DOS Contract 2018-566-18
 Exhibit B - Price and Payment Schedule - Part 3
 Date: 12/11/2018
 Contractor's Initials: MM

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE

- ImageTrend will consider "Moodle Integration" complete upon delivery of all components within ImageTrend's control. Any failure by the system administrator of Moodle or any other party to provide necessary data, information, support, or to otherwise comply with the State and/or ImageTrend's technical and/or security policies will not prevent completion of this deliverable.
- Any license purchase fees will be paid within 30 days of license activation and installation into the states account.,
- Any software implementation and activation of hosting and support services will be prorated from the calendar month services are initiated through the end of the SFY in effect at the time of activation of services. Prorated fees will be based on the annual fee for the service divided by 12 and multiplied by the number of months remaining in the SFY.

1.6 Solution Services Full Annual Pricing Details

Following is the full annual pricing details for the various software solution components.

<See Following Page for Table 1.6>

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566-18
PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1.7 Future Pricing Options

As part of the contract negotiation process, future pricing for several licenses, modules and features was established. At its option, the state intends to add these licenses, modules or features as resources become available. Future pricing, which expires July 1st 2021, is established for the following solutions:

1.7.1 Fire RMS (expansion of Elite to Elite Rescue)

- Licenses:
 - Mobile Fire Inspections \$67,500
- Support:
 - Mobile Fire Inspections Support starting at \$15,000/year at the time of implementation
 - Investigations-Annual Fee of \$10,000 with incremental annual increase of 2% each year

1.7.2 ImageTrend Vault - \$20,000 annually

1.7.3 ImageTrend Continuum - \$55,000 annually

Description: Continuum is an integrated solution designed to make monitoring your system easy. Continuum analyzes the data within your system to provide you with notifications and easy-to-view charts based on the data you need, without requiring you to build reports or manually check your system. Note: This option includes 6 monitors to start from Operational, Surveillance and Clinical categories. Any additional Monitor can be obtained for an additional fee.

1.7.4 Account Advisement services – additional years available at \$12,500 annually

Description: ImageTrend offers advisement services to provide clients a single point of contact to review various facets of their application and provide guidance on best practices, after and before Go-Live. This entails an additional one hour per week phone check in, coordination of upgrades when/if needed and an advocate for non-support related items. This ensures a single point of contact after Go-Live during the Support phase of the system lifecycle.

1.7 Standard Agency Pricing

In order to insure local stakeholder agencies have fair, consistent and predictable pricing for budgeting purposes, standardized annual pricing has been established for any agency wishing to maintain or establish a new CAD integration to the State instance of ImageTrend Elite as

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566-18
PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE

provided through the Contractor under this Contract. For clarity, this standard pricing is not extended to local agencies which have or acquire their own instances and/or licenses of ImageTrend Elite. The local agency agreements for this integration are between the agency and the Contractor. All implementation, support and maintenance fees are strictly the responsibility of each agency and not the state. Any agency with an existing service agreement with the contractor at the time this contract is effective will continue to pay their existing services fees. This agreement in no way modifies any agreements between local agencies and the Contractor.

1.8.1 CAD Integration

- o Any agency wishing to add a new service agreement with the Contractor for CAD integration will pay a flat \$1,000 annually for setup, implementation, ongoing support, and maintenance.

1.8.2 Mobile Inspections

- o Any Agency wishing to add mobile inspections at the agency level will pay a flat \$1,500 annually for setup, implementation, ongoing support, and maintenance.

1.8.3 Legacy Data Import

- o Agency level legacy data import into the Fire RMS will be based on Agency use of format tables provided by Vendor and the amount of work required by the vendor to import and clean the records based the hourly rate for the SFY in effect at the time of the import per Part 3 table 1.3 "Future Vendor Rates Worksheet"

2. 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 the amount indicated in the P-37 General Provisions Block 1.8 ("Price Limitation"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor 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

The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Contractor 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.

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566-18
PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE

Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:

Division of Fire Standards & Training and EMS
33 Hazen Drive
Concord, NH 03305

4. PAYMENT ADDRESS

All payments shall be sent to the following address:
ATTN Accounts Payable: Beverly Owen
ImageTrend, Inc. 20855 Kensington Blvd Lakeville, MN 55044

5. OVERPAYMENTS TO THE CONTRACTOR

The Contractor 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 the Contractor's invoices with appropriate information attached.

7. PROJECT HOLDBACK

The State shall withhold ten percent (10%) of the first year annual fee for the combined DERMIS Support and Hosting fees of \$29,000 and DERMIS Mobile Inspections Support and Hosting fees of \$6,800.00 for a period of 60 days after first productive use of the Systems. The State shall withhold ten percent (10%) of the DERMIS Custom Development Cost of \$113,875.00 for a period of 60 days after all components of the custom software components defined in Exhibit A are fully implemented and are in first live productive use.

STATE OF NEW HAMPSHIRE
 Department Of Safety
 Division Of Fire Standards And Training & Emergency Medical Services
 Emergency Services Records Management System
 CONTRACT 2018-566-18
 PART 3 - EXHIBIT C
 SPECIAL PROVISIONS

EXHIBIT C – ACCOUNTS AND SPECIAL PROVISIONS

1. ACCOUNTS AND FUNDING SOURCES

Funds are available in the SFY 2019 operating budget and are anticipated to be available in the SFY2020, and SFY2021 contingent upon availability and continued appropriation of funds in future operating budgets, with the authority to adjust between fiscal years through the Budget Office if needed and justified.

1.1 Fire Standards and Training and Emergency Medical Services Administration Account

Account Code		02-23-23-231010-40650000-024-500230							
Account Name		Dept. of Safety – FS&T & EMS – FS&T & EMS Admin							
Object Code		Technology - Software							
Activity Code		N/A							
SFY19	SFY20	SFY21	SFY22	SFY23	SFY24	SFY25	SFY26	SFY27	SFY28
\$102,960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

1.2 Fire Standards and Training and Emergency Medical Services Administration Account

Account Code		02-23-23-231010-40650000-038-509038							
Account Name		Dept. of Safety – FS&T & EMS – FS&T & EMS Admin							
Object Code		Technology - Software							
Activity Code		N/A							
SFY19	SFY20	SFY21	SFY22	SFY23	SFY24	SFY25	SFY26	SFY27	SFY28
\$0.00	\$239,542.20	\$234,870.30	\$239,232.90	\$244,147.70	\$248,686.60	\$253,781.20	\$258,503.40	\$263,785.10	\$268,698.10

1.3 Fire Standards and Training Grants Account

Account Code		02-23-23-231010-33400000-038-509038							
Account Name		Dept. of Safety – FS&T & EMS – FIRE STDS & TRAINING GRANTS							
Object Code		Technology - Software							
Activity Code		233340 EMS RUM							
SFY19	SFY20	SFY21	SFY22	SFY23	SFY24	SFY25	SFY26	SFY27	SFY28
\$318,225.00	\$6,936.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

1.4 National Fire Academy Grant Account

Account Code		02-23-23-231010-44570000-038-509038							
Account Name		Dept. of Safety – FS&T & EMS – NAT'L FIRE ACADEMY GRANT							
Object Code		Technology - Software							
Activity Code		Activity Code: 23FA AFG17							
SFY19	SFY20	SFY21	SFY22	SFY23	SFY24	SFY25	SFY26	SFY27	SFY28
\$168,650.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

State of NH Contract 2018-566-18
 Exhibit C – Special Provisions – Part 3
 Date: 10/11/2018
 Contractor's Initials MM

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566-18
PART 3 - EXHIBIT C
SPECIAL PROVISIONS

2. SPECIAL PROVISIONS

ImageTrend exceptions and modifications to Part 1, General Provisions (Form Number P-37) of this contract:

Additions are marked in bold underlined text. Deletions are [bracketed] and marked in bold ~~strikethrough~~.

P-37, Section 5 CONTRACT PRICE/PRICE LIMITATION/PAYMENT is appended with the following new section:

"5.5 The work, sale of goods, and services ('the Services') described in this Agreement shall be the only and complete scope of Services. Any other work, sale of goods, or services not described herein are out-of-scope and Contractor shall have no obligation to such out-of-scope work, sale of goods, or services."

P-37, Section 7.3 is modified to add the following clarifying language:

"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 the final and authoritative version for the State's position in the dispute."

P-37, Section 9.1 is modified as follows:

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 programs]~~ computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

P-37, Section 13 is modified as follows:

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.

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566-18
PART 3 - EXHIBIT D
ADMINISTRATIVE SERVICES

EXHIBIT D - ADMINISTRATIVE SERVICES

1. TRAVEL EXPENSES

The Contractor must assume all reasonable travel and related expenses. All labor rates will be "fully loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

2. SHIPPING AND DELIVERY FEE EXEMPTION

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

3. ACCESS/COOPERATION

As applicable, and subject to the applicable laws and regulations, the State will provide the Contractor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

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

4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

The Contractor shall provide the State access to all State-owned documents, materials, reports, and other work in progress relating to this RFP. Upon expiration or termination of the Contract with the State, the Contractor shall turn over all State-owned documents, material, reports, and work in progress relating to this RFP to the State at no additional cost to the State.

5. RECORDS RETENTION AND ACCESS REQUIREMENTS

The Contractor 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*.

The Contractor 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. The Contractor

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566-18
PART 3 - EXHIBIT D
ADMINISTRATIVE SERVICES

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. The Contractor 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 the Contractor'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.

6. ACCOUNTING REQUIREMENTS

The Contractor 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 the Contractor shall maintain records pertaining to the Services and all other costs and expenditures.

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566-18
PART 3 - EXHIBIT E
IMPLEMENTATION SERVICES

EXHIBIT E - IMPLEMENTATION SERVICES

1. PROJECT MANAGEMENT

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

The Contractor 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 the Contractor's Key Project Staff and State Project leaders from both Department of Justice 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 the Contractor's Project Team 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 Contractor's 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 the Contractor 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 the Contractor 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 the Contractor 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 the Contractor's responsibility.

The Contractor's Project Manager or the Contractor's Key Project Staff shall submit monthly 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 Contractor'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. The Contractor shall produce Project status reports, which shall contain, at a minimum, the following:

1. Project status related to the Work Plan;

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566-18
PART 3 - EXHIBIT E
IMPLEMENTATION SERVICES

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

As reasonably requested by the State, the Contractor shall provide the State with information or reports regarding the Project. The Contractor 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. IMPLEMENTATION STRATEGY

2.1 Key Components

The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan;

The Contractor and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.

The Contractor's team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements. 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.

The Contractor 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.

2.2 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. 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 Work Plan.

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566-18
PART 3 - EXHIBIT E
IMPLEMENTATION SERVICES

2.3 Change Management and Training

The Contractor'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.

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT F
TESTING SERVICES

EXHIBIT F - TESTING SERVICES

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

1. TESTING AND ACCEPTANCE

The Contractor shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. The Contractor will also provide training as necessary to the State staff responsible for test activities. The Contractor 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, Data and System preparation for testing, and execution of 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, the Contractor shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Contractor shall also correct Deficiencies and support required re-testing.

1.1 Test Planning and Preparation

The Contractor shall provide the State with an overall Test Plan that will guide all testing. The Contractor 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 Data, test phases, 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 the Contractor's Project Manager's Certification, in writing, that the Contractor's own staff has successfully executed all prerequisite Contractor's 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 data, and expected results.

The State will commence its testing within five (5) business days of receiving Certification from the Contractor that the State's personnel have been trained and the System is installed, configured,

STATE OF NEW HAMPSHIRE
 Department Of Safety
 Division Of Fire Standards And Training & Emergency Medical Services
 Emergency Services Records Management System
 CONTRACT 2018-566
 PART 3 - EXHIBIT F
 TESTING SERVICES

complete, and ready for State testing. The testing will be conducted by the State in an environment independent from the Contractor's development environment. The Contractor 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.

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.

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

1.2 Functional Testing

Individual components are black-box tested to insure correct functionality.

1.3 System Integration Testing (if applicable)

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.

Thorough end-to-end testing shall be performed by the Contractor 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 implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.
Contractor Team Responsibilities	<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 tests.
State Responsibilities	<ul style="list-style-type: none"> • Work jointly with the Contractor to develop the Systems Integration Test Specifications. • Work jointly with the Contractor to develop and load the data profiles to support the test Specifications. • Work jointly with the Contractor to validate components of the tests, modifications, fixes and other System interactions with the Contractor supplied Software Solution.

STATE OF NEW HAMPSHIRE
 Department Of Safety
 Division Of Fire Standards And Training & Emergency Medical Services
 Emergency Services Records Management System
 CONTRACT 2018-566
 PART 3 - EXHIBIT F
 TESTING SERVICES

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.
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1.4 Conversion Validation Testing

In Conversion Validation Testing, target application functions are validated.

Activity/Description	The conversion validation test should verify that migrated or converted data remains accurate after import(s).
Contractor Team Responsibilities	For conversions and interfaces, the Contractor's team will execute the applicable validation tests and compare execution results with the documented expected results.
State Responsibilities	Extract and cleanse, if necessary, the legacy data to be converted in the data conversions. Match data sets from disparate systems, as needed
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 staging 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.

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.

STATE OF NEW HAMPSHIRE
 Department Of Safety
 Division Of Fire Standards And Training & Emergency Medical Services
 Emergency Services Records Management System
 CONTRACT 2018-566
 PART 3 - EXHIBIT F
 TESTING SERVICES

Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
Contractor Team Responsibilities	<ul style="list-style-type: none"> • Provide the State an Acceptance Test Plan and selection of tests for the Acceptance Test. • Vendor will have completed prerequisite tests prior to State staff involvement in any testing activities. • Monitor the execution of the tests 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 tests and conduct User Acceptance Test activities. • Document and summarize Acceptance Test results. • Work jointly with the Contractor in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.
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.

1.7 Performance Tuning and Stress Testing

The Contractor shall develop and document Software configuration and tuning of the DERMIS 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

1.8 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 Public Portal page load time is under 4 seconds 90% of the time 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.

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT F
TESTING SERVICES

1.9 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.

1.10 Tuning

Tuning will be the Contractor 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.

1.11 Regression Testing

As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Contractor of the nature of the testing failures in writing. The Contractor 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.

In designing and conducting such regression testing, the Contractor 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, the Contractor 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.

1.12 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

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT F
TESTING SERVICES

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 shall include penetration tests and application vulnerability scanning.

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.

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 shall include application vulnerability scanning.

Prior to the System being moved into production the Contractor shall provide results of all security testing to the State Project Manager for review and Acceptance. All Software and hardware shall be free of malicious code (malware).

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

EXHIBIT G - MAINTENANCE AND SUPPORT

1. SYSTEM MAINTENANCE

The Contractor shall maintain and support the System in all material respects as described in the applicable program Documentation through the contract end date.

1.1 Contractor's Responsibility

The Contractor shall maintain the System in accordance with the Contract and Service Level Agreement in Exhibit G, Section 4.

1.1.1 Maintenance Releases

The Contractor 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.

1.1.2 Standard Agreement

The State will adopt the Contractor's standard maintenance agreement modified to address terms and conditions inconsistent with State Statutes and general State information technology practices.

2. SYSTEM SUPPORT

The Contractor will be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein. See Service Level Agreement in Exhibit G, Section 4 for classification of deficiencies and malfunctions and response timelines.

3. SUPPORT OBLIGATIONS AND TERM

3.1 The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract, including but not limited to Section 7.5 of the Support and Maintenance Requirements in Exhibit H *Requirements*, Attachment 1.

3.2 The Contractor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the Department.

3.3 For all maintenance Service calls, the Contractor shall ensure the following information will be collected and maintained: nature of Deficiency; current status of the Deficiency; action plans, dates and times; expected and actual completion time; Deficiency resolution

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

information; Resolved by; Identifying number i.e. work order number; and Issue identified by.

- 3.4 The Contractor must work with the Department to identify and troubleshoot potentially large scale System failures or Deficiencies by collecting the following information: mean time between reported Deficiencies with the Software; diagnosis of the root cause of the problem; and identification of repeat calls or repeat Software problems.
- 3.5 If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1.
- 3.6 If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 1 Section 8.

4. SERVICE LEVEL AGREEMENT

**PERPETUAL USE LICENSE, IMAGETREND HOSTED SOLUTION
VERSION 4.0**

This agreement exists for the purpose of creating an understanding between IMAGETREND and the State to host the application on IMAGETREND's servers. It is part of our guarantee for exceptional service levels for as long as the system annual support fee is contracted. The Licensed IMAGETREND Hosted Solution Service Level Agreement guarantees your web application's availability, reliability and performance. This Service Level Agreement (SLA) applies to any site or application hosted on our network as contracted.

1. Hosting at the ImageTrend's Datacenter

IMAGETREND's hosting environment provides 99.9% availability and is comprised of state-of-the-art Blade Servers and SAN storage that are configured with the no single point of failure through software and infrastructure virtualization, blade enclosure redundancies and backup storage policies. Our Compellent SAN has a fiber channel backend, currently hosts 8TB of storage, has dual storage controllers with redundant power supplies and redundant paths to disk, and hot swappable drives. We do offsite replication to disk on a second SAN. Scheduled maintenance and upgrades do not apply to the system availability calculation and the STATE shall be properly notified of such scheduled occurrences to minimize accessibility interruptions.

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

Hardware

IMAGETREND server hardware is configured to prevent data loss due to hardware failure and utilize the following to ensure a quick recovery from any hardware related problems.

- Independent Application and Database Servers
 - Microsoft SQL Server 2012
 - Microsoft Windows Server 2012
- Redundant Power Supplies
- Off-Site Idle Emergency Backup Servers (optional)
- Sonicwall VPN Firewall
- Redundant Disk configuration
- Disk Space allocation and Bandwidth as contracted

Physical Facility

The IMAGETREND hosting facilities are located in downtown Minneapolis and Chicago with every industry standard requirement for hosting not only being met, but exceeded. Requirements such as power supply and power conditioning, normal and peak bandwidth capacity, security and fail over locations are all part of an overall strategy to provide the most reliable hosting facility possible.

- Redundant, high-speed Internet connections over fiber optics.
- Power protection via an in-line 80kVa UPS with a 150 KW backup diesel generator
- Temperature controlled
- Waterless Fire Protection and Clean agent fire suppression
- Secured site access
- Steel Vault Doors
- 21" concrete walls and ceiling

Data Integrity

IMAGETREND applications are backed up daily allowing for complete recovery of data to the most recent backup:

- Daily Scheduled Database and Application Backups.
- Daily Scheduled backup Success/Failure notification to IMAGETREND staff

2. Application and Hosting Support

IMAGETREND provides ongoing support as contracted for their applications and hosting services, including infrastructure. This includes continued attention to product performance and general maintenance needed to ensure application availability. Support includes technical diagnosis and fixes of technology issues involving IMAGETREND software. IMAGETREND has a broad range of technical support services available in the areas of:

STATE OF NEW HAMPSHIRE
 Department Of Safety
 Division Of Fire Standards And Training & Emergency Medical Services
 Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

- Web Application Hosting and Support
- Subject Matter Expert Application Usage Support
- Web Application Development/Enhancement
- Database Administration/Support
- Project Management
- Systems Engineering/Architecture

IMAGETREND offers multi-level technical support, based on level-two user support by accommodating both the general inquiries of the administrators and those of the system users. We will give the administrators the ability to field support for the system as the first level of contact while providing them the option to refer inquiries directly to IMAGETREND.

IMAGETREND's Support Team is available Monday through Friday from 8:30 am to 5:00pm EST via the Support Suite, email or telephone.

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

2.1 Online Support

IMAGETREND offers an online support system which incorporates around-the-clock incident reporting of all submitted tickets to IMAGETREND's application support specialists. Once a STATE submits a support ticket, he or she can track the progress with a secure login to the support application. The system promotes speedy resolution by offering keyword-based self-help services and articles in the knowledgebase, should STATE wish to bypass traditional support services. Ticket tracking further enhances the efforts of Support Desk personnel by allowing IMAGETREND to identify patterns which can then be utilized for improvements in production, documentation, education and frequently asked questions to populate the knowledgebase. The support ticket tracking system ensures efficient workflow for the support desk specialists while keeping users informed of their incident's status. Support patterns can be referenced to populate additional knowledgebase articles.

2.2 Incident Reporting Malfunctions

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

2.3 Software Deficiencies and Malfunctions

Severity Level	Examples of each Severity Level:	IMAGETREND Return Call to Licensee after:	Anticipated Error resolution after
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State of NH DOS Contract 2018-566-18
 Exhibit G – Maintenance and Support Services – Part 3
 Date: 11/1/16
 Contractor's Initials MM

STATE OF NEW HAMPSHIRE
 Department Of Safety
 Division Of Fire Standards And Training & Emergency Medical Services
 Emergency Services Records Management System
 CONTRACT 2018-566
 PART 3 - EXHIBIT G
 MAINTENANCE AND SUPPORT SERVICES

		Initial Notification of an Error	IMAGETREND Acknowledgement of an error to State.
High/Site Down	Complete or partial shutdown of one or more Software functions; access to one or more Software functions not available; a major subset of Software application is impacted or does not allow System to otherwise operate; no work around, demands immediate action;	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six hours
Medium	Minor subsystem failure important, data entry or access is impaired on a limited basis, can sometimes be managed by a State or agency administrator as a first level or response for resolution – usually user error (i.e. training) or forgotten passwords; does not stop operation and/or there is a work around and user can perform tasks;	Within four (4) hours of initial notification	24 Business hours
Low	System operational with minor issues or cosmetic in nature, suggested enhancements as mutually agreed upon – typically covered in a future release as mutually agreed upon, minimal effect on System, user can use System;	Same day or next business day of initial notification	Future Release

2.4 Documentation and Non-Software Deficiencies and Deficits

Severity Level	Examples of each Severity Level:	IMAGETREND Return Call to Licensee after initial notification of an Error	Anticipated Error resolution after IMAGETREND Acknowledgement of an error to State
Class A Deficiency	<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.	Within six (6) hours of initial notification during business hours	Five (5) Business days
Class B	<i>Written Documentation</i> - portions of	Within two (2) days of	According to Planned

State of NH DOS Contract 2018-566-18
 Exhibit G – Maintenance and Support Services – Part 3
 Date: 10/11/2018
 Contractor's Initials MM

STATE OF NEW HAMPSHIRE
 Department Of Safety
 Division Of Fire Standards And Training & Emergency Medical Services
 Emergency Services Records Management System
 CONTRACT 2018-566
 PART 3 - EXHIBIT G
 MAINTENANCE AND SUPPORT SERVICES

Deficiency	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.	initial notification with Planned Corrective Action	Corrective Action
Class C Deficiency	<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.	Within two (2) days of initial notification with Planned Corrective Action	According to Planned Corrective Action

Service Requests (enhancements)

Any service requests that are deemed to be product enhancements are detailed and presented to the development staff, where the assessment is made as to whether these should be added to the future product releases and with a priority rating. If an enhancement request is specific to one STATE and deemed to be outside of the original scope of the product, then a change order is written and presented to the STATE. These requests are subject to our standard rates and mutual agreement. STATES review and approve the scope, specification and cost before work is started to ensure goals are properly communicated.

Product release management is handled by IMAGETREND using standard development tools and methodologies. Work items including, tasks, issues, and scenarios are all captured within the system. Releases are based on one or more iterations during a schedule development phase. This includes by not limited to: development, architecture, testing, documentation, builds, test and use cases. Submissions of issues or requests are documented within our Product Management system and from there workflow is created to track the path from initial request to resolution.

Maintenance and Upgrades

System/product maintenance and upgrades, if applicable, are included in the ongoing support and warranty as contracted. These ensure continued attention to product performance and general maintenance. Scheduled product upgrades include enhancements and minor and major product changes. Customers are notified in advance of scheduled maintenance. It is the STATE's responsibility to accept all offered updates and upgrades to the system. If the STATE does not accept these, STATE should be advised that IMAGETREND, at its discretion, may offer limited support for previous versions. All code releases also maintain the integrity of any STATE specific configurations (i.e. templates, addresses, staff information, active protocols, etc.) that have been implemented either by IMAGETREND's implementation staff or the STATE's administrative staff.

Escalation

Our support staff is committed to resolving your issues as fast as possible. If they cannot resolve

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

your issue, they will identify the course of action that they will be taking and indicate when an answer will be available. They in turn will seek assistance from the designated developer. The next level of escalation goes to the Project Manager, who also addresses all operational issues on an ongoing basis and reviews the issue log regularly to assess product performance and service levels. Senior Management will handle issues requiring further discussion and resolution. Any issues to be determined to be of a critical nature are immediately escalated accordingly.

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT H
REQUIREMENTS

EXHIBIT H – BUSINESS REQUIREMENTS

Business Requirements for Department of Safety RFP 566-18 “Emergency Services Records Management System” dated March 16, 2018 is hereby incorporated by reference as fully set forth herein.

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT I
WORK PLAN

EXHIBIT I - WORK PLAN

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan for Implementation within 14 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 the Contractor's plan to implement the System. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

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

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

1. ASSUMPTIONS

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.
- The Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. 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 a secured site 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. The Contractor's Project Manager will establish and maintain this folder.

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT I
WORK PLAN

The State Project Manager shall approve access for the State team. Documentation can be stored locally for the Contractor 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.

- The Contractor assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

C. Conversions

- The Contractor Team's proposal is based on the assumption that the State's technical team is capable of implementing, with assistance from the Contractor's technical team, a subset of the conversions. The Contractor's Team shall lead the State with the mapping of the legacy Data to the Contractor's applications.
- Additionally, the Contractor's Team shall:
 1. Provide the State with Contractor's application data requirements and examples, of data mappings via contractor provided workbook spreadsheets. The Contractor's Team shall identify the APIs the State should use in the design and development of the conversion.
 2. Provide guidance and assistance with the use of the workbooks provided.
 3. Lead the review of functional and technical Specifications.
 4. Assist with the resolution of problems and issues associated with the development and Implementation of the conversions.
 5. State shall have primary responsibility for completing Contractor provided data import workbooks, including making and carrying out mapping decisions as applicable. Contractor shall assist State in understanding and using the workbooks.

D. Project Schedule

- Deployment is planned within the project plan and Work plan, and the base Commercial-Off-The-Shelf system excluding custom development has a planned go-live date to be determined during development of the project plan, but no later than December 3, 2018.

E. Reporting

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

F. User Training

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

G. Performance and Security Testing

- The Contractor's 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 the Contractor on all testing as set forth in Contract Exhibit F – *Testing Services*.

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT I
WORK PLAN

2. ROLES AND RESPONSIBILITIES

A. Contractor Team Roles and Responsibilities

1) Contractor Team Project Executive

The Contractor Team's Project Executives (Contractor Project Executives) shall be responsible for advising on and monitoring the quality of the Services throughout the Project life cycle. The Project Executive shall advise the Contractor Team Project Manager and the State's Project leadership on the best practices for implementing the Contractor 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) Contractor Team Project Manager

The Contractor 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 Contractor Implementation Team. The Contractor 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 the Contractor Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all the Contractor 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.
- Manage handoff to the Contractor operational staff and Support staff upon Go-Live of the system;
- Manage Transition Services as needed.

3) Contractor Team Analysis and Needs Assessment

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

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT I
WORK PLAN

- Construct and confirm application test case scenarios;
- Assist in producing application configuration definitions and instruct on configuration of the applications;
- Assist in testing of the configured application, as defined in this Contract;
- Produce functional Specifications for custom development, conversions, and interfaces;
- Assist the State in the testing of custom development, 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) Contractor Team Tasks

The Contractor 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 data migration workbooks in accordance with functional and technical Specifications;
- Development and Documentation of installation procedures; and
- Testing of 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 Contractor Project Manager. The role of the State Project Manager is to manage State resources, 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 Contractor team;
- Assist the Contractor 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;

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT I
WORK PLAN

- 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 Contractor Project Manager of any urgent issues if and when they arise; and
- Assist the Contractor team staff to obtain requested information if and when required to perform certain Project tasks.
- Manage handoff to State operational staff;
- Manage State staff during Transition Services as needed.

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 tests and data;
- Assist in System Integration, and Acceptance Testing;
- Assist in performing conversion and integration testing and Data verification;
- Attend Project meetings when requested; and
- Assist in training end users in the use of the Contractor 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 the Contractor 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 in partnership with the Contractor 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 the Contractor will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State at weekly Project meetings.

STATE OF NEW HAMPSHIRE
 Department Of Safety
 Division Of Fire Standards And Training & Emergency Medical Services
 Emergency Services Records Management System
 CONTRACT 2018-566
 PART 3 - EXHIBIT I
 WORK PLAN

4) State Testing Administrator

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

Contractor will provide all software applications as part of the solution services.

4. CONVERSIONS

The following Table 3.1 identifies the conversions within the scope of this Contract.

Table 4.1: Planned Conversions

Conversion	Components, If applicable	Lead Responsibility	Description
Legacy Licensing Data	Merge users with TEMSIS and Transcript data and where applicable	State Team	Conversion of all existing electronic EMS licensing records to migrate to the DERMIS system
Legacy Transcript Records Data	Merge users with EMS Licensing data where applicable	State Team	Conversion of all existing electronic Transcript records to migrate to the DERMIS system
TEMSIS User data		Contractor Team	Provide data migration workbooks by first providing a workbook that includes all current user data out of TEMSIS. Responsibility transfers to State team for matching.
		State Team	Match and append users from other State systems to the TEMSIS user workbook for import into DERMIS.

A. Conversion Testing Responsibilities

- The Contractor Team and the State, based on their assigned conversion responsibilities, as set forth in Contract Exhibit F: *Testing Services* shall identify applicable tests and installation

STATE OF NEW HAMPSHIRE
 Department Of Safety
 Division Of Fire Standards And Training & Emergency Medical Services
 Emergency Services Records Management System
 CONTRACT 2018-566
 PART 3 - EXHIBIT 1
 WORK PLAN

instructions, adapt them to the Project specifics, test the business process, and compare with the documented expected results.

- The Contractor Team and the State, based on their assigned conversion responsibilities, shall execute the applicable tests 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 Contractor Team and the State, based on their assigned conversion responsibilities, shall develop and unit test their assigned conversions.
- The State and the Contractor Teams shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.
- The State and the Contractor Teams shall jointly verify and validate the accuracy and completeness of the conversions for Acceptance Testing and production.

5. INTERFACES

Interfaces shall be implemented in cooperation with the State. The following Table 4.1 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
TEMSIS with Hospital Hub	TEMSIS, Hospital Hub	Contractor	Connection between TEMSIS and Hospital Hub allowing Hospital Users to access TEMSIS records for their hospital in real-time
TEMSIS with Trauma Registry	TEMSIS, Trauma Registry	Contractor	Connection between TEMSIS and Trauma Registry allowing Trauma Registrars to access NTDB-EMS fields from TEMSIS records for their hospital in real-time
TEMSIS with DERMIS	TEMSIS, DERMIS	Contractor	TEMSIS user accounts are created and managed in DERMIS
DERMIS with NREMT	DERMIS, NREMT Site	Contractor	Allows DERMIS to check user license application against certification records with NREMT
DERMIS with State LMS	DERMIS, State LMS	Contractor, State Education technical team	Allows DERMIS to share online course enrollment and completion results with the states' LMS

STATE OF NEW HAMPSHIRE
 Department Of Safety
 Division Of Fire Standards And Training & Emergency Medical Services
 Emergency Services Records Management System
 CONTRACT 2018-566
 PART 3 - EXHIBIT I
 WORK PLAN

Interface	Components, if applicable	Responsible Party	Description
DERMIS with state payment gateway	DERMIS, state payment gateway site	Contractor, Jeff Phillips	Allows users to make credit card payments for applications through a pass-through linkage with DERMIS

A. Interface Responsibilities

- The Contractor Team shall provide the State Contractor Application Data requirements and examples, of data mappings and interfaces implemented on other Projects. The Contractor Team shall identify the APIs the State should use in the design and development of the interface.
- The Contractor Team shall lead the State with the mapping of legacy Data to the Contractor Application.
- The Contractor Team shall lead the review of functional and technical interface Specifications.
- The Contractor Team shall assist the State with the resolution of problems and issues associated with the development and implementation of the interfaces.
- The Contractor Team shall document the functional and technical Specifications for the interfaces.
- The Contractor Team shall create the initial Test Plan and tests for the interface. The State shall validate and accept.
- The Contractor Team shall develop tests for the Contractor provided portions of the interface(s). Contractor shall not be responsible for the other integrated systems not provided by Contractor; testing and administration of those systems will remain with the other system's administrators.
- The State and the Contractor Team shall jointly verify and validate the accuracy and completeness of the interface.
- The State is responsible for documenting the procedures required to run the interfaces in production.
- 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 Contractor Teams shall jointly construct tests and create any data needed to support testing the interfaces.
- The State is responsible for all data extracts and related formatting needed from legacy systems to support the interfaces.
- The State is responsible for the scheduling of interface operation in production.

6. APPLICATION ENHANCEMENT MODIFICATIONS

To more fully address the State's requirements, the Contractor Team shall implement the following application modifications. The following Table 5.1 identifies the modifications that are within the scope of this Contract.

STATE OF NEW HAMPSHIRE
 Department Of Safety
 Division Of Fire Standards And Training & Emergency Medical Services
 Emergency Services Records Management System
 CONTRACT 2018-566
 PART 3 - EXHIBIT I
 WORK PLAN

Table 6.1: Enhancement Modifications – Contractor Developed

Requirement	Enhancement Description	Dev Hours
User Management		
8.5.14	Prominently displayed alert messages on login for personnel with outstanding issues to be resolved	16 Hours
8.5.18	Agency directors find users to affiliate by searching user list using first name, last name and at least 2 other criteria including but limited to: national registry number, NH EMS license number, DOB, last 4 of SS#.	8 Hours
Inspections		
8.6.6	Allow for tiered or weighted critical fail criteria for inspection items. For example, an inspection could fail automatically if one critical defect was found, or a threshold (e.g. 10) of lower severity defects were found	20 Hours
Investigations		
8.8.6	Ability to adjust display of document type to include description in investigations list to allow finding correct documents without needing to open each one	1 Hour
Training		
8.7.10	Allow for internal staff to approve course enrollment based on course type and creation method	40 Hours
8.7.19	Generate PDF certificates of completion for each attendee for each course or module completed with verification code	Master Task
8.7.20	Add certification PDF editor under course type setup including below available merge fields: <ul style="list-style-type: none"> ▪ Attendee Name (first name, last name, middle name, prefix, suffix) ▪ Course Date (start date, end date, completion date, registration date) ▪ Course Details (name, number, type, status, description) ▪ Course Location (region held, approving authority, location name, location address) ▪ Course Staff (trainer, co-instructors, medical director) ▪ Training Attributes ▪ Course Topical Hours Attendee Test Result	60 Hours
8.7.21	Add settings within training triggers to generate certification PDF based on attendee's status change	24 Hours

STATE OF NEW HAMPSHIRE
 Department Of Safety
 Division Of Fire Standards And Training & Emergency Medical Services
 Emergency Services Records Management System
 CONTRACT 2018-566
 PART 3 - EXHIBIT I
 WORK PLAN

Requirement	Enhancement Description	Dev Hours
8722	Allow staff or attendee/user to access generated certification PDF	16 Hours
8723	Allow bundling of courses into a master/parent bundle, which will:	Master Task
8725	Allow the ability to name the bundle and pull a custom masked and auto-incrementing master course number for each course that can be associated with each separate module in the bundle	40 Hours
8726	Ability to save a bundle as a template and auto-increment the course number when creating a new course	24 Hours
8727	Allow for bundling through slush-box technology, or similar of existing module templates or independently created modules	8 Hours
8728	Automatically enrolls all students assigned to the master course bundle into each course module with population of all student demographics down into each module's student roster	24 Hours
8729	Ability for Students to sign up for a single bundle with a single course signup and have their information populate all associated modules in the bundle	16 Hours
8730	Ability for students to be manually inserted into a single module that may have been bundled if the student is missing a module for certification.	16 Hours
8734 8117 8119	Skills testing modules A new 'Evaluation' module will be added to the License Management system including below capabilities:	Master Task
8735	Evaluation checklist builder supports skill (deficiency) questions and other question types.	80 Hours
8736	Allow for weighted skills with higher or lower severity levels. One severe item may cause a fail, or three lower severity levels for example:	40 Hours
8737	Evaluator can schedule an evaluation at will with search filters (such as: Course Name, Course Number, User Name, User Primary Certification Number) and bulk assign checklist to one or multiple users. Evaluator can download checklist for offline use with ability to upload results, working similar to mobile inspections module or mobile TEMSIS.	80 Hours

State of NH DOS Contract 2018-566-18

Exhibit I - Work Plan - Part 3

Date: 12/11/2018

Contractor's Initials: MM

STATE OF NEW HAMPSHIRE
 Department Of Safety
 Division Of Fire Standards And Training & Emergency Medical Services
 Emergency Services Records Management System
 CONTRACT 2018-566
 PART 3- EXHIBIT I
 WORK PLAN

Requirement	Enhancement Description	Dev Hours
8.7.38	Allow trigger automation to send out correspondence, reschedule another evolution for failed checklist, and update user training course status.	60 Hours
8.7.39	Checklist data needs to be reportable by student/subject/training course/instructor	40 Hours
8.7.40	Similar to course bundling, allow bundling of practical skills tests under a master test "course" such that it allows retesting of failed subtest(s) until all components are complete, which would then show a master test course as complete/passed.	40 Hours
8.7.41	Allow process for students failing portions of a practical test to re-apply to retake the failed portions until master skills test is complete and fully passed	16 Hours
8.7.42 8.11.17 8.11.20	Allow for setting course or certification prerequisites that can be auto checked against user's existing records as part of an automated work flow accessible through the public portal on below data point: <input type="checkbox"/> User Certification Issue Date <input type="checkbox"/> User Certification Expiration Date <input type="checkbox"/> User Certification Level <input type="checkbox"/> User Certification Status <input type="checkbox"/> Registration - EMT & Fire fighter 1 Pass/Fail - pass all the modules	60 Hours
	Total Development Hours	729 Hours
	Project Management	182 Hours
	Total Modifications SOW hours	911 Hours

7. PRELIMINARY WORK PLAN

The following Table 6.1 provides the preliminary agreed upon Work Plan for the Contract:

Table 7.1: High Level Preliminary NH Project Plan

Task
Overarching PM
Signed Contract
Initial Communication with Client
Schedule Kick Off Meeting

STATE OF NEW HAMPSHIRE
 Department Of Safety
 Division Of Fire Standards And Training & Emergency Medical Services
 Emergency Services Records Management System
 CONTRACT 2018-566
 PART 3 - EXHIBIT I
 WORK PLAN

Task
Prepare Implementation documents (Coversheet, checklist, project plan, training agenda, non-hosted checklist if needed)
Kayako - Update Implementation ticket
Kayako - Set up site ticket
Create Implementation system admin accounts
Activate Report Writer features: * permissions * data sets * report templates
QA of site
Current Sample of applications
Current business workflows
Walkthrough integration steps and to-do
Review Service/User/Vehicle data and mapping
Setup Integration Method & End Point
Initial Syncing
Bulk Syncing
URL & Integration Setup
Review NREMT Verification Trigger Workflow
Review timeline and process
ImageTrend provides legacy data workbooks
Client returns workbooks to ImageTrend
Phase 1 - Initial Import
Phase 1 - Review by Client
Phase 2 - Secondary Import
Phase 2 - Review secondary import by Client
Phase 3 - Final Import
Phase 3 - Review final import by client

State of NH DOS Contract 2018-566-18

Exhibit I - Work Plan - Part 3

Date: 12/11/2018

Contractor's Initials MM

STATE OF NEW HAMPSHIRE
 Department Of Safety
 Division Of Fire Standards And Training & Emergency Medical Services
 Emergency Services Records Management System
 CONTRACT 2018-566
 PART 3 - EXHIBIT I
 WORK PLAN

Task
Review SOW items
SOW Kickoff
SOW Discovery
SOW:Creation
Final SOW Review
SOW Signature
Development
Internal Testing
Client Testing
Workflows - Personnel
Workflows - Service/Agency
Workflows - Vehicle
Educational Session #1
Educational Session #2
Educational Session #3
Educational Session #4
Educational Session #5
Educational Session #6
Educational Session #7
Educational Session #8
Education Session #9 - Inspections
Education Session #10 - Investigations
Education Session #11 - Mobile Testing
Workflow[s] Review
Review workflow
Continue to review forms
Review Certificate XSLT
Go-live preparation meeting
Go-live

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT J
SOFTWARE AGREEMENT

EXHIBIT J - SOFTWARE AGREEMENT

LICENSE GRANT

a. DEFINITIONS

- i. CLIENT means The State
- ii. IMAGETREND means Contractor
- iii. AGREEMENT means Contract
- iv. "Bespoke Deliverable" means a custom or non-standard deliverable, good, or service not made available to all licensees (in contrast to "Standard Deliverables" which are part of ImageTrend's pre-existing Commercial Off The Shelf library of deliverables). Bespoke Deliverables include but are not limited to reports, custom software, documentation creation, evidence gathering and analysis, log delivery, or any other task that is not a part of ImageTrend's standard off the shelf product offering purchased under this Contract as documented in the Contractor's Response to the RFP. For clarity, any deliverable, good, or service, which is not explicitly described in the License Management Product, this Agreement and its exhibits, the RFP Solicitation, or the Contractor's response is not a part of this Agreement except as a Bespoke Deliverable. Any Bespoke Deliverable created pursuant to this Agreement shall be made available to all other relevant ImageTrend licensees and otherwise distributed in compliance with all applicable federal grant requirements.
- v. "Office" means the political subdivision of the State and Department having responsibility for licensing Emergency Medical Services personnel, here: *State of New Hampshire Division of Fire Standards and Training and Emergency Medical Services.*
- vi. "CLIENT Support Staff" means CLIENT information technology personnel, managers, or other access which may be required for funding, maintaining, administrating or otherwise supporting or managing the function of Authorized Personnel
- vii. "Software" means the computer program(s) in machine readable object code form listed in Exhibit "A", including the executable processing programs comprising the ImageTrend License Management System and ImageTrend License Management System Offline Inspections Module from the Software and the Licensed Information.
- viii. "Licensed Information" means any information pertaining to the Software which is owned by IMAGETREND and is licensed to CLIENT. Licensed Information includes such information as input form, user manuals and user documentation, interface format and input/output format, and any other materials pertaining to the Software.
- ix. "Authorized Personnel" means employees of CLIENT, in CLIENT's Office, that use the Software in the scope of their employment, or CLIENT's contractors where the contractor's services must necessarily require access to the Software. Personnel who intend to: reverse engineer, disclose, or use or acquire for any purpose not in the scope of the personnel's employment or necessary for contractor services, any Confidential Information are not Authorized Personnel. CLIENT support staff shall be Authorized Personnel.

State of NH Contract 2018-566-18
Exhibit J – Software Agreement – Part 3
Date: 10/11/2018
Contractor's initials: MM

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT J
SOFTWARE AGREEMENT

x. "Custom Development" means software issued from CLIENT's engagement with IMAGETREND through a signed and accepted Statement of Work to customize the software. Such software may then become a part of the core product and be distributed at ImageTrend's sole discretion. Custom Development may require ongoing support and/or hosting and shall be subject to support and/or hosting fee increases per the relevant sections elsewhere in this Contract, or as separately agreed by the parties in subsequent written Amendments to this Agreement. IMAGETREND maintains ownership of all Custom Development work product and intellectual property.

b. GRANT OF LICENSE

i. In accordance with the terms and conditions hereof, IMAGETREND agrees to grant to CLIENT and CLIENT agrees to accept non-transferable and non-exclusive perpetual use licenses for the ImageTrend License Management System and ImageTrend License Management System Offline Inspections Module. . During the term of the AGREEMENT, the STATE shall have access to the ImageTrend License Management System and ImageTrend License Management System Offline Inspections Module, which will be installed on servers at the IMAGETREND hosting facilities. CLIENT expressly acknowledges that all copies of the Software and/or Licensed Information in any form provided by IMAGETREND to CLIENT hereunder are the sole property of IMAGETREND and/or its suppliers, and that CLIENT shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this AGREEMENT. Under this license, only Authorized Personnel may access or use the Software. IMAGETREND reserves all rights not herein granted to CLIENT.

c. CUSTOM DEVELOPMENT

i. New or updated features are out-of-scope for this AGREEMENT and considered Custom Development. CLIENT may submit enhancement requests per the attached Service Level Agreement below. Custom Development will only be undertaken subsequent to a written, signed mutually agreed Statement of Work which outlines the scope and cost of the Custom Development project, in accordance with PART 2 section 9 regarding change orders.

d. BESPOKE DELIVERABLES

i. The parties agree this Contract is for the purchase of Commercial-Off-The-Shelf Software ("COTS") with Modifications and services as described in. Accordingly, to the degree any requirement in this Contract and AGREEMENT require the creation of Bespoke Deliverables, Contractor shall have no obligation to produce such Bespoke Deliverables except as mutually agreed to in a signed, written Statement of Work or Project Plan which details the scope and cost of creating such Bespoke Deliverables, in accordance with PART 2 section 9 regarding change orders. Any costs for Statements of Work or Project Plans funded through federal grant fund are subject to all federal grant requirements.

Licenses purchased from IMAGETREND by CLIENT.

License Name	Applicable Contract
ImageTrend State Bridge – TEMSIS	124002 2005-005
ImageTrend Field Bridge – TEMSIS	Amendment C of 2005-002

State of NH Contract 2018-566-18
 Exhibit J – Software Agreement – Part 3
 Date: 10/11/2018
 Contractor's initials: MM

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT J
SOFTWARE AGREEMENT

ImageTrend Elite - TEMSIS	Amendment D of 2005-005
ImageTrend Elite Field - TEMSIS	Amendment D of 2005-005
ImageTrend Patient Registry - Trauma Registry	Contract 2014-101
ImageTrend Hospital Hub	Contract 2005-005

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT K
WARRANTY & WARRANTY SERVICE

EXHIBIT K – WARRANTY AND WARRANTY SERVICE

1. WARRANTIES

1.1 System

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

1.2 Software

The Contractor warrants that the Software, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and Terms of the Contract.

For any breach of the above Software warranty, the State's remedy, and the Contractor's entire liability, shall be:

- (a) the correction of program errors that cause breach of the warranty, or if the Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to the Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or
- (b) the re-performance of the deficient Services, or
- (c) if the Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the Contractor for the deficient Services.

1.3 Non-Infringement

The Contractor 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

The Contractor 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

The Contractor warrants that all System components, including but not limited to the components provided, including any replacement or upgraded System Software

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT K
WARRANTY & WARRANTY SERVICE

components provided by the Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

1.6 Services

The Contractor 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 PERIOD

The Warranty Period shall remain in effect until the conclusion or termination of this Contract and any extensions, except for the warranty for non-infringement, which shall remain in effect indefinitely. The Warranty Period will initially commence upon the State issuance of a Letter of UAT Acceptance and will continue for one hundred and eighty (180) 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. Upon the successful conclusion of the Warranty Period, the State shall issue a Final System Acceptance Letter if the System is operating and fully functional after the successful conclusion of the Warranty Period, all Data has been loaded, and the System is available for use by the State in its daily operations.

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT L
TRAINING SERVICES

EXHIBIT L – TRAINING SERVICES

1.0 TRAINING

1.1 The Contractor shall provide the following Training Services.

1.2 Within the cost proposal, ImageTrend has included Onsite and Webinar training sessions for DERMIS. ImageTrend feels the number of session is adequate for the State; however, additional training is available at any time as an optional add-on item.

1.3 State shall receive access to ImageTrend standard help and support documentation via ImageTrend University, accessible via the Software.

1.4 CONTRACTOR TRAINING DETAILS

1.5 Contractor offers training designed to help site administrators and field personnel make the most of the system. The Contractor Training Curriculum will be reviewed with the State and customized to ensure that all courses are designed to address the State's specific needs. Our response incorporates "Train-the-trainer" training by Contractor personnel for cost savings; we can, however, deliver comprehensive training for all personnel. "Train-the-trainer" sessions will train a designated person(s) from the State in all aspects of system administration and usage and provides the basic materials for the training plan for all field personnel.

1.6 Sample Training Plan – Actual plan to be developed as part of the Project Plan

Administrative Review: ½ day (3 - 4 hours). This phase can be done in the time allotted if the State prepares by completing workbooks and pre-training activities provided by the Contractor. It is best accomplished when the State knows what their internal process looks like.

Train-the-Trainer and/or End User Training: 3 hours per class. This can be done over X number of days to cover each shift or to train all crews. The schedule is established with the State to best meet the shift needs.

Administrative Training:

Training and Activities (Setup and user training): 2 hours

QA/QI module (Setup and Training): 4 hours. End Users: 2 hours

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT L
TRAINING SERVICES

Checklist: 1 hour

High Level Overview of Report Writer (if desired prior to Go-live): 1 hour

Report Writer: 2-hour Webinar training after Go-live

A walkthrough with implementation and/or User Guides are used to cover Agency, Staff, Destinations and other imported resources.

A typical 3-day training schedule is detailed below. Classes can be scheduled to meet when specific staff is available.

Day 1

0800-1200 Admin Review

1300-1600 End User Training Class

Day 2

0800-1100 End User Training 1100-1200 Check List

1300-1500 QA/QI Training

1500-1700 Training/Activities

Day 3

0800-1200 End User Training 1200-1400 Report Writer Training

The remaining training time can be used for webinar training after Go-live. Typically Report Writer training is more valuable after the system is in use.

1.7 Administrative Training

Administration Training will focus on system administration and all the features associated with maintaining the application. Additional training will focus on data collection as well as reporting and data analysis. Administration training will include the knowledge to provide Level 1 support and training to field personnel. This training session can easily accommodate 10 – 15 people and can be accomplished within an 8-hour session. It is recommended that this training be accomplished in groups, since the interactive questions and assistance improves the learning process and establishes the

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT L
TRAINING SERVICES

communication links for the ongoing system usage. Contractor will hold this training at the location specified by the State.

Free Training for Service Administrators

Contractor offers free hands-on training to service administrators for select products at the Corporate Office located in Lakeville, MN. This training is available based on pre-determined dates set by the Contractor. The Contractor will train up to two administrators per service on setup, navigation and use of DERMIS. This training will be offered periodically to services with a valid support agreement and is intended to educate service administrators to help them more effectively and independently use their Contractor software. With this inexpensive educational option, service administrators will learn to setup and maintain tasks to increase their comfort level and understanding of the software.

1.8 Documentation

Contractor will provide a training plan, course outline, system documentation and user guides to assist in system comprehension. Course syllabi and scenario templates are prepared to enhance system understanding and are made available in a variety of formats for duplication. Other training materials provided include: FAQs, Education Evaluation and an Education Review Checklist. Contractor can also provide a Certificate of Education upon completion of the training course(s).

Contractor 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.

1.9 ImageTrend University

Contractor provides online education materials for their products as self-guided tutorials to all States with support agreements. These online support and educational materials can be found at ImageTrend University via the application. Contractor recently started implementing ImageTrend University throughout its solutions to promote ongoing education and training of our solutions. When accessing ImageTrend University through the application, users can view educational videos, manuals, quick guides and workbooks to assist them in better understanding our software and support train-the-trainer sessions. These have been very useful as both refresher and initial education materials. Sample screenshots of the ImageTrend University can be found below. For more information on the types of training offered by Contractor please check out www.Contractor.com/resource-education/.

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT M
HIPAA BUSINESS ASSOCIATE AGREEMENT

EXHIBIT M – HIPAA BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) dated December 13, 2016 (the “Effective Date”), is entered into by and between the State Of New Hampshire, a state government (the “Covered Entity”) and ImageTrend, Inc. a Minnesota corporation (the “Business Associate”).

WHEREAS, Covered Entity and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the “Business Arrangements”) pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create and use health information that is protected by state and/or federal law; and

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the U.S. Department of Health & Human Services (“HHS”) promulgated the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Standards”), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a “Covered Entity”, or collectively, “Covered Entities”) to protect the privacy of certain individually identifiable health information (“Protected Health Information”, or “PHI”); and

WHEREAS, pursuant to HIPAA, HHS has issued the Security Standards (the “Security Standards”), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information (“E PHI”); and

WHEREAS, in order to protect the privacy and security of PHI, including E PHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a “business associate agreement” with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or E PHI; and

WHEREAS, on February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the “HITECH Act”), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

WHEREAS, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and E PHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and

State of NH Contract 2018-566-18

Exhibit M – HIPAA Business Associate Agreement – Part 3

Date: 12/13/2016

Contractor's Initials MM

Page 64 of 77

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT M
HIPAA BUSINESS ASSOCIATE AGREEMENT

WHEREAS, Business Associate and Covered Entity desire to enter into this Business Associate Agreement;

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations.** Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the "Confidentiality Requirements"). All references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in the same manner.
2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity's benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein. Use, creation and disclosure of de-identified health information by Business Associate are not permitted unless expressly authorized in writing by Covered Entity.
3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of "minimum necessary use and disclosure," i.e., only the minimum PHI that is necessary to accomplish the intended

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT M
HIPAA BUSINESS ASSOCIATE AGREEMENT

purpose may be disclosed; provided further, Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within three (3) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate's obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing or as directed by or as a result of a request by Covered Entity to disclose to Recipients, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.

4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity, an individual who is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) days of such request and shall make any amendment requested by Covered Entity within ten (10) days of such request. Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.
5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT M
HIPAA BUSINESS ASSOCIATE AGREEMENT

provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.

6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.
7. **Records and Audit.** Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.
8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act. Furthermore, to the extent feasible, Business Associate will use commercially reasonable efforts to ensure that

State of NH Contract 2018-566-18

Exhibit M – HIPAA Business Associate Agreement – Part 3

Date: 12/11/2018

Contractor's Initials MM

Page 67 of 77

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT M
HIPAA BUSINESS ASSOCIATE AGREEMENT

the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known. Business Associate and Covered Entity shall take reasonable measures to ensure the availability of all affirmative defenses under the HITECH Act, HIPAA, and other state and federal laws and regulations governing PHI and EPHI.

9. Data Breach Notification and Mitigation.

- a. HIPAA Data Breach Notification and Mitigation. Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section 9.1, governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address);

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT M
HIPAA BUSINESS ASSOCIATE AGREEMENT

(ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.

- b. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as "Individually Identifiable Information") that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under one or more State data breach notification laws (each a "State Breach") to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iii) comply with Covered Entity's determinations regarding Covered Entity's and Business Associate's obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.
- c. Breach Indemnification. Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral,

State of NH Contract 2018-566-18

Exhibit M – HIPAA Business Associate Agreement – Part 3

Date: 12/11/2018

Contractor's Initials MM

Page 69 of 77

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT M
HIPAA BUSINESS ASSOCIATE AGREEMENT

paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate. If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.

Covered Entity shall be responsible for all reasonable losses, claims, actions, demands, liabilities and damages (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.

- i. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

10. Term and Termination.

- a. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.
- b. Covered Entity shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.
- c. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate if any of the following events

State of NH Contract 2018-566-18

Exhibit M – HIPAA Business Associate Agreement – Part 3

Date: 12/11/2016

Contractor's Initials MM

Page 70 of 77

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT M
HIPAA BUSINESS ASSOCIATE AGREEMENT

shall have occurred and be continuing:

- i. Business Associate fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Business Associate by Covered Entity; or
 - ii. A violation by the Business Associate of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Business Associate under this Agreement.
- d. Termination of this Agreement for either of the two reasons set forth in Section 10.c above shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.
- e. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.
- f. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to "return or destroy," Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.
11. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
12. **Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately

State of NH Contract 2018-566-18

Exhibit M – HIPAA Business Associate Agreement – Part 3

Date: 12/11/2018

Contractor's Initials MM

Page 71 of 77

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT M
HIPAA BUSINESS ASSOCIATE AGREEMENT

notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.

13. Miscellaneous.

- a. Notice. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

b.

If to Covered Entity:

If to Business Associate:

NH Department of Safety
Bureau of EMS
Attn: Bureau Chief
33 Hazen Drive
Concord, NH 03305

ImageTrend, Inc.
Attn: Michael J. McBrady
20855 Kensington Blvd.
Lakeville, MN 55044

14. Waiver. No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
15. Assignment. Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
16. Severability. Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
17. Entire Agreement. This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later

State of NH Contract 2018-566-18

Exhibit M – HIPAA Business Associate Agreement – Part 3

Date: 12/11/2018

Contractor's Initials MM

Page 72 of 77

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT M
HIPAA BUSINESS ASSOCIATE AGREEMENT

agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

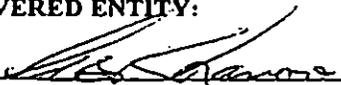
18. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of Merrimack County in the State of New Hampshire excluding its conflicts of law's provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in Merrimack county in the State of New Hampshire..
19. **Equitable Relief.** The parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause the other irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the injured party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the injured party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to the parties at law or in equity. Each party expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond.
20. **Nature of Agreement; Independent Contractor.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.
21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT M
HIPAA BUSINESS ASSOCIATE AGREEMENT

or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

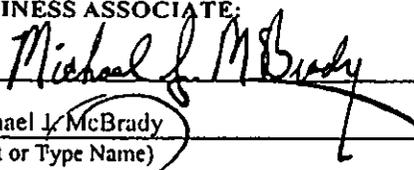
COVERED ENTITY:

By: 
Steven R. Lavoie, Dir. of Administration
(Print or Type Name)

Director
(Title)

Date: 1/2/19

BUSINESS ASSOCIATE:

By: 
Michael J. McBrady
(Print or Type Name)

President
(Title)

Date: 12-11-2018

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT N
AGENCY RFP WITH ADDENDUMS, BY REFERENCE

EXHIBIT N – AGENCY RFP WITH ADDENDUMS

Department of Safety Request for Proposals 566-18 "Emergency Services Records Management System" dated March 16, 2018 is hereby incorporated by reference as fully set forth herein.

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT O
VENDOR PROPOSAL, BY REFERENCE

EXHIBIT O - VENDOR PROPOSAL

ImageTrend, Inc. Proposal to Department of Safety RFP 566-18 Emergency Services Records Management System dated March 16, 2018, and the portions of Vendor Proposal Response to RFP 565-18 dated 2/5/2018 un-amended by Vendor Proposal Response to RFP 566-18., are hereby incorporated by reference as fully set forth herein.

STATE OF NEW HAMPSHIRE
Department Of Safety
Division Of Fire Standards And Training & Emergency Medical Services
Emergency Services Records Management System
CONTRACT 2018-566
PART 3 - EXHIBIT O
CERTIFICATES AND ATTACHMENTS

EXHIBIT P – CERTIFICATES AND ATTACHMENTS

Attached are:

- A. Contractor's Certificate of Good Standing
- B. Contractor's Certificate of Vote/Authority
- C. Contractor's Certificate of Insurance
- D. Exhibit H Business Requirements
- E. Exhibit N - RFP 566-18
- F. Exhibit O - Vendor Proposals to RFP 565-18 and 566-18
- G. Vendor Code Escrow Agreement