

Am



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER

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

JOHN J. BARTHELMES
COMMISSIONER

January 22, 2013

The Honorable Mary Jane Wallner, Chairman
Fiscal Committee of the General Court
State House
Concord, NH 03301

John J. Bartelmes 3/8/13
Approved by Fiscal Committee Date

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, NH 03301

#2 Sole Source

Requested Action

1. Pursuant to RSA 14:30-a VI, authorize the Department of Safety, Division of Fire Standards and Training and Emergency Medical Services to accept and expend EMS Statewide CAD Integration funds in the amount of \$32,882.00 and EMS Statewide Field Bridge funds in the amount of \$133,530.00 from the NH Highway Safety Agency for a total amount of \$166,412.00 for the expansion of the Trauma and Emergency Medical Services Information System (TEMSIS) which is used to collect patient care data. Effective upon Fiscal Committee and Governor and Council approval through June 30, 2013. Funding Source: 100% Agency Income.

Funds will be budgeted in an account titled Fire Standards and Training Grants:

010-023-2370-33400000 Dept of Safety FST&EMS Fire Standards and Training Grants

Class	Description	Current SFY 2013 Adjusted Authorized	Requested Action	Revised SFY 2013 Adjusted
009 - 407085	Agency Income	\$0.00	(\$166,412.00)	(\$166,412.00)
040 - 500800	Indirect Costs	0.00	\$16,612.00	\$16,612.00
103 - 502664	Contracts for Operation Services	0.00	\$149,800.00	\$149,800.00
Org 3340 Totals		\$0.00	\$166,412.00	\$166,412.00

2. Subject to approval of requested action #1 by Fiscal Committee and Governor and Council and pursuant to RSA 21-P:12-b II(g), authorize the Department of Safety, Division of Fire Standards and Training and Emergency Medical Services, to amend a sole source contract (2005-005) with Image Trend, Inc. (VC#172021), 20855 Kensington Boulevard, Lakeville, Minnesota, originally approved by Governor and Council on February 25, 2005, Item #70A, amended on July 15, 2009, Item #142, further amended on August 8, 2012, Item #127, by increasing the contract amount by \$209,740.00, from \$1,002,656.00 to \$1,212,396.00. All other terms and conditions of the contract remain the same. Effective upon Governor and Council approval through December 31, 2017. Funding sources, aggregate: 71% Agency Inc., 29% Fire & EMS Funds.

3. Further, subject to the approval of requested action #2, authorize the Department of Safety, Division of Fire Standards and Training and Emergency Medical Services, to make advance payment to Image Trend, Inc. (VC#172021) 20855 Kensington Boulevard, Lakeville, Minnesota, in the amount of \$166,540.00 for the project, including a total of three years of maintenance and support for the program, in order to expend grant funds within the federal grant year ending September 30, 2013. Effective upon Governor and Council approval. Funding Source: 100% Agency Income.

Funding for the increase is outlined below, with SFY 2013 through 2015, subject to approval, to be paid in advance in SFY 2103 and is anticipated to be available in SFY 2016 through SFY 2018 upon continued appropriation of the Fire & EMS Funds, with the ability to adjust between fiscal years through the Budget Office if needed and justified.

Activity Code: 2370 Dept. of Safety Fire Standards and Training Grants

	SFY2013	SFY2014	SFY2015	SFY2016	SFY2017	SFY2018	Totals
010-023-2370-33400000-103-502664	\$149,800.00						\$149,800.00
010-023-2370-40650000-103-502664	\$16,740.00						\$16,740.00
010-023-2370-40650000-024-500230				\$10,800.00	\$21,600.00	\$10,800.00	\$43,200.00
Totals	\$166,540.00	\$0.00	\$0.00	\$10,800.00	\$21,600.00	\$10,800.00	\$209,740.00

Representative Mary Jane Wallner, Chairman
Fiscal Committee of the General Court

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
January 22, 2013
Page 2 of 2

Explanation

This requested contract amendment with Image Trend, Inc is sole source because the amended amount is greater than 10%. The contract is being amended rather than seeking bids from other vendors because there are two additional modules that are integrated into the system that no other vendor can supply and additional work is being done to interface the licensing system with the existing system. This request to increase funds for the Division of Fire Standards and Training and Emergency Medical Services is necessary to provide additional functioning and upgrades for the existing essential program called Trauma and Emergency Medical Services Information System (TEMSIS).

The intent of the original contract was to develop and provide a statewide, centralized electronic patient care records system for all NH Emergency Medical Services providers to use to document their patient care for emergency events in accordance with NH Statute Section 21-P:12-b (g). This program has been successful and has become the standard in NH. An amendment was added in 2009 to substantially upgrade the program and extend the maintenance and hosting. A further amendment was added in 2012 to extend the current program infrastructure at the original price until December 31, 2017. This amendment is requested to add mobile functionality to the program for all EMS services and create a secure electronic connection between the TEMSIS system and the EMS service's dispatch centers. Both of these additional functions have been requested by EMS services for years and are anticipated with enthusiasm in the state. These additional functions have been funded by Federal Highway Safety funds. Furthermore, this amendment will allow for an upgrade to the connection between the EMS licensing database maintained by the state and the TEMSIS system. The current program is outdated and has become unstable. This upgrade will resolve that issue and will be used until the end of the current contract in 2017.

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

Peter C. Hastings
Acting Commissioner

January 10, 2013

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

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with ImageTrend, Inc. as described below and referenced as DoIT No. 2005-005C.

This is an authorization to add the ability to import EMS license data from the State to the Trauma and Emergency Medical Services Information System (TEMSIS). It will also implement and add support and hosting for a Statewide EMS field bridge by the purchase of a statewide field bridge site license and 35 Field Bridge Express licenses as well as the integration of computer aided dispatch. This will provide efficiency and flexibility to EMS services by giving them mobile support. This contract amendment will be effective upon Governor and Council approval through December 31, 2017. The cost of this upgrade is \$209,740 increasing the total contract amount to \$1,212,396.

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

Sincerely,

Peter C. Hastings

PCH/dcp
DOS 2005-005C

cc: David Perry, Contracts Manager, Bureau of Finance & Administration
Albert Sheldon, DOIT/DOS IT Lead

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
MAINTENANCE AND ENHANCEMENTS
RFP 2005-005
CONTRACT AMENDMENT C**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2005-005, on February 25, 2005, Item #70A, amended on July 15, 2009, Item #142, further amended on August 8, 2012, Item #127, (herein after referred to as the "Agreement"), ImageTrend, Inc., (hereinafter referred to as the "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Safety, certain sums as specified therein;

WHEREAS, pursuant to the Agreement (Section 17: *Amendment*) and the provisions of the Agreement, 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, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department and the Vendor seek to clarify the Agreement.

WHEREAS, the Department wishes to extend the Agreement and to increase the contract price by \$209,740 to bring the total contract price to \$1,212,396.

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

Contract Agreement – General Provisions and Statement of Work of the Agreement is hereby amended as follows:

1. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation by \$209,740 from \$1,002,656 to \$1,212,396.

Exhibit A of the Agreement is hereby amended as follows:

1. Amend Exhibit A, Section 14 by adding Section 14.2: Deliverables for Amendment C, as follows:

Table A1C – Deliverables for Amendment C

Deliverable	Deliverable Name	Deliverable Date(s)
1	Development of EMS licensing Import Web Services Programming that will automatically accept imports of EMS licensing data from the state into the EMS electronic medical record system (TEMSIS)	Starting as of G&C Approval (January 2012)
2	Testing of EMS Licensing Import Web Services Programming	On or before 5/31/2012
3	Implementation/deployment of EMS Licensing Web Services Programming	On or before 6/30/2012
4	EMS Field Bridge Statewide Site License	G&C Approval (Jan 2012)
5	EMS Field Bridge Express 35 Site Licenses	G&C Approval (Jan 2012)
6	EMS Statewide Computer Aided Dispatch (CAD) Integration API	G&C Approval (Jan 2012)
7	3 Calendar Years (2013, 2014, 2015) Federal Grant Funded support and hosting for Statewide EMS Field	G&C Appr. through 12/31/2015

STATE OF NEW HAMPSHIRE
Department of Safety
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RFP 2005-005
CONTRACT AMENDMENT C

	Bridge, Statewide CAD Integration and Field Bridge Express for 35 Site Licenses.	
8	Support and Hosting for Statewide EMS Field Bridge, Statewide CAD Integration and Field Bridge Express for 35 Site Licenses. (State funding)	01/01/2016 through 6/30/2016
9	Support and Hosting for Statewide EMS Field Bridge, Statewide CAD Integration and Field Bridge Express for 35 Site Licenses. (State funding)	7/1/2016 through 6/30/2017
10	Support and Hosting for Statewide EMS Field Bridge, Statewide CAD Integration and Field Bridge Express for 35 Site Licenses. (State funding)	7/1/2017 through 12/31/2017

Note: Deliverable 3 will include a Certificate of Completion of User Acceptance Testing (UAT)

- Amend Exhibit A, Section 14 by adding Section 14.4 EMS Licensing Import Web Services Statement of Work Deliverables Description as follows:

14.4 Amendment C EMS Licensing Import Web Services Statement of Work Deliverables Description,

The requirements for the deliverables required for Amendment C EMS Licensing Import Web Services are described in detail in Amendment C Attachment A Requirements and Description attached.

Exhibit B of the Agreement is hereby amended as follows:

- Amend Exhibit B, Section 2 by adding Section 2.2 Price Payment Schedule for Amendment C, as follows:

2.2 Price Payment Schedule for Amendment C

Table B1C reflects the additional price for the EMS Licensing Import Web Services, the EMS Field Bridge Statewide Site License, the 35 EMS Field Bridge Express Site Licenses, the Computer Aided Dispatch (CAD) Integration API Module and additional support and maintenance for the EMS Field Bridge Statewide Site License, the 35 EMS Field Bridge Express Site Licenses, the Computer Aided Dispatch (CAD) Integration API Module only. Table B1B as defined in Amendment B for the core TEMSIS Application remains unchanged.

Table B1C -Price Payment Schedule for Amendment C

Deliverable	Deliverable Name	Date	Cost
1	Development of EMS licensing Import Web Services Programming that will automatically accept imports of EMS licensing data from the state into the EMS electronic medical record system (TEMSIS)	G&C Approval	\$0
2	Testing of EMS Licensing Import Web Services Programming	5/31/2012	\$0
3	Implementation/deployment of EMS Licensing Web Services Programming	6/30/2012	\$16,740
4	EMS Field Bridge Statewide Site License	G&C Approval	\$30,000
5	EMS Field Bridge Express 35 Site Licenses	G&C Approval	\$35,000
6	EMS Statewide Computer Aided Dispatch (CAD) Integration API	G&C Approval	\$20,000

STATE OF NEW HAMPSHIRE
Department of Safety
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
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CONTRACT AMENDMENT C

7	3 Calendar Years (2013, 2014, 2015) Federal Grant Funded support and hosting for Statewide EMS Field Bridge, Statewide CAD Integration and Field Bridge Express for 35 Site Licenses.	G&C Approval	\$64,800
8	Support and Hosting for Statewide EMS Field Bridge, Statewide CAD Integration and Field Bridge Express for 35 Site Licenses. 1/1/2016 through 6/30/2016	1/1/2016	\$10,800
9	Support and Hosting for Statewide EMS Field Bridge, Statewide CAD Integration and Field Bridge Express for 35 Site Licenses. 7/1/2016 through 6/30/2017	7/1/2016	\$21,600
10	Support and Hosting for Statewide EMS Field Bridge, Statewide CAD Integration and Field Bridge Express for 35 Site Licenses. 7/1/2017 through 12/31/2017	7/1/2017	\$10,800
			\$209,740

2. Amend Section 2, of Exhibit B by replacing Paragraph 4 as follows:

4. TOTAL CONTRACT PRICE

Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments exceed \$1,212,396. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to ImageTrend, Inc. for all fees and expenses, of whatever nature, incurred by ImageTrend, Inc. in the performance hereof.

Table 1 Contract 2005-005 -- Trauma and Emergency Medical Services Information System Maintenance and Enhancements, Contract Amendment Descriptions

Contract #	Amendment #	Effective Date	Expiration Date	Amount
Contract #124002	Original Contract	February 25, 2005	December 31, 2009	\$497,000
Amendment # A	First Amendment (A)	July 15, 2009	December 31, 2012	\$244,656
Amendment # B	Second Amendment (B)	August 8, 2012	December 31, 2017	\$261,000
Amendment # C	Third Amendment (C)	G&C Approval	December 31, 2017	\$209,740
CONTRACT TOTAL				\$1,212,396

STATE OF NEW HAMPSHIRE
Department of Safety
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
RFP 2005-005
CONTRACT AMENDMENT C

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Michael J. McBrady
Contract Signor
ImageTrend, Inc.

Date: 12/12/2012

Corporate Signature Notarized:
STATE OF Minnesota

COUNTY OF Scott

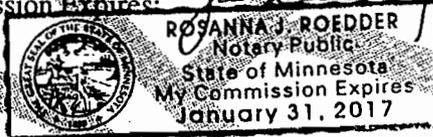
On this the 12th day of December, 2012, before me, Michael J. McBrady, the undersigned Officer of ImageTrend Inc personally appeared and acknowledged her/himself to be the President of ImageTrend Inc, a corporation, and that she/he, as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Michael J. McBrady.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Rosanna J. Roedder
Notary Public/Justice of the Peace

My Commission Expires: January 31, 2017

(SEAL)



Perry E. Plummer
Perry E. Plummer
Director, Fire Standards and Training and EMS
NH Department of Safety

Date: 1/11/2013

Approved by the Attorney General (Form, Substance and Execution)

D. Hill
State of New Hampshire, Department of Justice
Dand M HHS

Date: 2/7/13

**STATE OF NH CONTRACT 2005-005 AMENDMENT C
FOR THE TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM**

**ATTACHMENT A:
STATEMENT OF WORK DELIVERABLES DESCRIPTION
EMS LICENSING IMPORT WEB SERVICES PROGRAMMING**

November 26, 2012

State of NH Project Manager

Richard Cooper
New Hampshire Bureau of EMS
33 Hazen Drive
Concord, NH 03305
603-223-4226
Richard.Cooper@dos.nh.gov

Image Trend Project Manager

Angela Harguth
ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville, MN 55044
Tel: (952) 469-1589
Toll Free: (888) 469-7789
Fax: (952) 985-5671 Email: aharguth@imagetrend.com



Overview

Introduction and Background

- This is an ImageTrend document that provides business and technical requirements for the EMS Licensing Import Web Services for New Hampshire Bureau of EMS.
- ImageTrend will develop web services that can be called to automatically pass in information from the EMS licensing database to update staff, service and vehicle information in TEMSIS using an XML format, or other agreed upon format generated by the SQL server database. This will be built as an alternative to the current Licensing Import process that is currently in place and works with the New Hampshire licensing database in the access format. The Access format is no longer supported by essential software in the function of the TEMSIS programming and must be replaced.

Assumptions

- Earlier the Licensing Import process on TEMSIS would involve updating all staff records on TEMSIS at once even if a few staff members were getting updated. With the new web services that we will build, the web service calls that would be made would need to have information passed into the parameters for only the updated staff members and not all staff at once.
- ImageTrend will create a staging environment to help facilitate testing of the EMS Licensure Import Web Service once development is complete. The client will have 10 business days to test using this staging environment and confirm all is working with the EMS Licensure Import Web Service.
- Technical documentation defining the web services API will be created and provided upon completion of development.
- ImageTrend is not responsible for collecting National Registry data directly from National Registry. Any National Registry data must be provided by New Hampshire Bureau of EMS.
- ImageTrend will use its computers, software, licenses and other materials to create and develop the system. ImageTrend is also responsible for operating and testing the software on our systems and servers.
- ImageTrend has the right to develop and release this custom development as part of a regular product release containing other product features and fixes.
- Minor changes from the specifications provided may occur due to unforeseen complications and product changes.
- The project shall be considered complete when Client has signed off on the Request for Acceptance and Certificate of Completion of User Acceptance Testing (UAT) Forms.

Statement of Work

Scope of Work

As a part of this Client Project, ImageTrend will be responsible for performing tasks throughout the various stages of this project. The following is a list of these tasks which will result in the successful completion of this project:

Development

- Build web service that will allow parameters to be passed in to handle the following:
 - Region Information
 - Addition of new regions on TEMSIS
 - Fields that will be passed into web service:
 - Region ID
 - Region Name
 - Service Information
 - Addition of new services on TEMSIS
 - Updates to service information on TEMSIS
 - Information that will be submitted over the web service call:
 - Service State License ID
 - Service Name
 - Region ID
 - Service – Primary database ID from external system
 - Service Active Status
 - Service Type of Service (transport or non-transport)
 - Service Email
 - Service Address
 - Service Address Line 2
 - Service City
 - Service State
 - Service Postal Code
 - Service Phone
 - Service Fax
 - Updates will be made based on the Service - primary database ID from external system.
 - Staff Information
 - Addition of new staff members on TEMSIS
 - Updates to existing staff members on TEMSIS
 - Information that will be submitted over the web service call:
 - Staff First Name
 - Staff Last Name
 - Staff Middle Name
 - Staff City
 - Staff State
 - Staff Email Address
 - Staff Service State License ID
 - Staff Active Status for that Service
 - Service – Primary database ID from external system
 - Staff State License Level
 - Staff State License ID
 - Staff State License Issue Date
 - Staff State License Expiration Date
 - Staff National Registry Credentialed
 - Staff National Registry Certification ID Number
 - Staff National Registry Certification Date
 - Staff National Registry Certification Expiration date

Attachment A for TEMSIS 2012 Contract 2005-005 Amendment C
Statement of Work Deliverables Description

- Staff Agency Certifications Autocheck "Same As Above" (State info)
- Staff Employment Status (Paid or Unpaid)
- Staff Employment Status (Start) Date*
- Staff Employment Status End Date*
- Staff Permissions Autocheck "Post to Field Bridge"
- Staff Permissions Autocheck "Yes, Synchronize to Field Bridge"
- Updates will be made based on the Staff - primary database ID from external system.
- Other steps that will be handled upon push
 - Adding or deleting service associations of staff members if they belong to multiple services or are getting removed from services.
 - If an update to any value in the Staff import changes, even if the active status for a service or staff member does not change, the values will be updated in TEMSIS (e.g. email address, name, address, level, etc.)
 - *If these dates are not provided in import, the date file was processed for the change should be inserted. This will only apply to new changes after this import process is implemented and will not apply retroactively to any legacy changes.
 - Personnel with last name changes (e.g. due to marriage) using the same primary database ID will have the last name updated in the TEMSIS system.
- Vehicles Information
 - Addition of new vehicles on TEMSIS
 - Updates to existing vehicles on TEMSIS
 - Information that will be submitted over the web service call:
 - Unit/Vehicle Number
 - Unit Call Sign
 - Vehicle Make
 - Vehicle Year
 - Vehicle Active Status
 - Vehicle Service
 - Unit Serial/VIN Number
 - Updates will be made based on the Vehicle Unit Serial/VIN Number.
- Build notification emailing process to specified people once the import process has ran successfully after the web service call is complete.

Project Management

- Planning
- Meetings
- Documentation

Testing

- Testing under development, beta, alpha and live sites
- Review and In-scope Revisions

Implementation Process

Project Kick Off

- Following the project plan, ImageTrend will create and present a project implementation plan including Project Schedule with timeline, Requirements document, Testing & Acceptance. Further discovery, GAP Analysis, and mutual agreement for this project will be discussed at the meeting
- ImageTrend will present the finalized implementation plan documents to Client for review and approval

Implementation Phase

- ImageTrend will present status updates at mutually agreed upon interval(s)
- ImageTrend will implement the Project on ImageTrend's servers
- Client will review and test the application to provide final feedback to ImageTrend

Attachment A for TEMSIS 2012 Contract 2005-005 Amendment C
Statement of Work Deliverables Description

- Client may formally request modifications to the development as detailed in this Statement of Work through a Change Request

Training/Walk-through Phase

- ImageTrend will provide training for the web services import, which will occur during the testing and deployment phases as needed.

Project Handoff/Closure

- ImageTrend will complete the Request for Acceptance Form showing that all project tasks have been completed for review and acceptance according to the mutually established Acceptance Criteria
- Go Live
 - ImageTrend will begin providing support services, as contracted, at this point forward and in accordance with the Service Level Agreement. Support and support for the EMS licensing web services import is included in the existing service contract.

Period of Performance

ImageTrend will schedule development and communicate to Client the proposed Start Date and Completion Date for the project once this Statement of Work (SOW) has been signed and returned. Client cooperation, change requests and other factors may affect the Completion Date. ImageTrend will work with the Client to communicate any changes to the project schedule that may alter the Completion Date.

Anticipated Timeline

- Contract Signature – December 2012
- Development – starts in January 2013 (following Governor and Council Approval)
- Testing – On or before May 31st, 2013
- Release – On or before June 30th, 2013

Schedule of Rates

The following table will serve as a summary of the Deliverables for this project. Overall, the Scope covers the development, project management, software enhancement and testing. Each item within Scope is identified within the table below and has an estimated number of hours required for successful completion (project management time, programming time, testing & deployment). The overall description for this project is detailed in the Scope of Work above

This Project is based on the hourly rate of: \$90.00/hour as a one-time offer.

Description	Hours	Total Cost
Development		
Development Hours:	120	
Project Management		
• Planning, meetings, documentation, webinars		
Project Management Hours:	24	
Testing		
• Testing within applicable environments (development, beta, alpha and live sites)		
• Review and revisions		
Testing Hours:	36	
Implementation/Deployment		
Implementation/Deployment Hours:	6	
Project Total:	186	\$16740.00

Fees and Payment Terms

Total Cost: \$ 16,740.00

Terms:

- This is a "Not to Exceed" cost. Client will be invoiced on actual hours used, not to exceed the total cost detailed above upon project completion.
- Payment terms of net 30 days following completion of Certificate of Completion of User Acceptance Testing (UAT)

Signature Page

Agreement and signatures contained in Primary Contract 2005-005 Amendment C.
Signatures on the primary contract will be binding for this attachment.

CERTIFICATE OF VOTE
(Corporation without Seal)

I, Robert Novak, do hereby certify that:

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

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

RESOLVED: That the President

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

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 12th day of December, 2012.
4. Michael J. McBrady is the duly elected President of the Corporation.



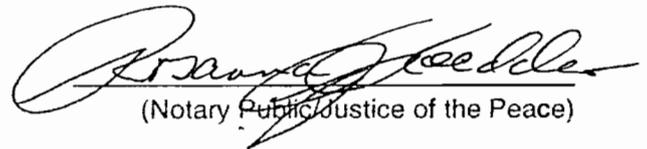
(Signature of Director of Finance)

State of Minnesota

County of Dakota, Minnesota

The foregoing instrument was acknowledged before me this 12th day of December, 2012.

By: Robert Novak



(Notary Public Justice of the Peace)

(NOTARY

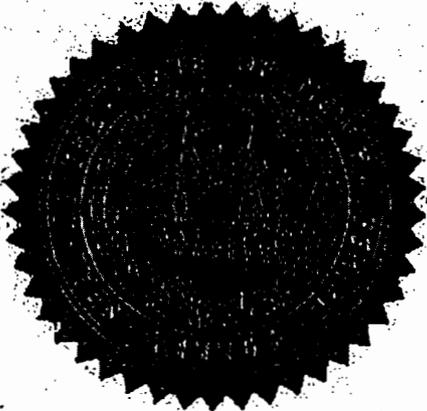


Commission Expires: January 31, 2017

State of New Hampshire
Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of May, A.D. 2012

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

William M. Gardner
Secretary of State

**CONTRACTUAL AGREEMENT
FOR HIGHWAY SAFETY PROJECT GRANT**

For HSA Use Only

State Of New Hampshire
Highway Safety Agency
78 Regional Drive, Building 2
Concord, NH 03301-8530

Date Received October 10, 2012	Project Number #310-13S-006
Date Approved October 10, 2012	PSP and Task # 13-04, 06

Part I

1. Project Title EMS Statewide CAD Integration	2. Type of Application (Check One) <input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revision <input type="checkbox"/> Continuation
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3. Applicant A. Name of Agency DUNS Number NH Division of Fire Standards & Training & EMS	B. Address of Agency 33 Hazen Drive Concord NH 03305-0002
C. Government Unit (Check One) <input checked="" type="checkbox"/> State <input type="checkbox"/> City/Town <input type="checkbox"/> County <input type="checkbox"/> Other (specify):	D. Name Address of Governmental Unit State of New Hampshire Concord, NH 03301

4. Contract Duration A. Contract Period Start Date: October 1, 2012 Termination Date: September 30, 2013	Functional Area K9 - 408 Data Program Incentive CFDA# 20.610 Program Title Traffic Safety Info System Improvements Grant Funding Source National Highway Traffic Safety Administration
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6. Description of Project (Describe in detail in Schedule A) and Source of Funds

Budget (Provide itemization as called for on Schedule B) and Source of Funds					
Cost Category	Total Budget	Federal Budget	Local Budget	State Budget	Other Funds
a. Personnel Services					
b. Current Expense					
c. Equipment	\$29,600.00	\$29,600.00			
d. Indirect Costs Audit	\$3,282.64	\$3,282.64			
e. Contractual Services					
f. Other					
Total Estimated Costs Including Non-Federal Share	\$32,882.64	\$32,882.64			

7. Local Benefit: It is anticipated that the federal share for local benefit will be: 0% (\$0.00)
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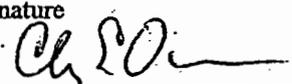
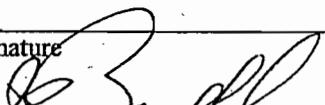
Part II

BUDGET AND PERSONNEL DATA

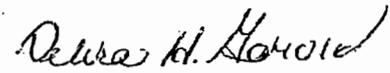
Personnel Services		
b. Current Expenses		
c. Equipment		
EMS Statewide CAD Integration License	\$20,000.00	
Three-year Annual hosting and maintenance	9,600.00	
		\$29,600.00
d. Indirect Costs and Audit Expense		
Indirect cost (11.09 percent x \$29,600.00)		3,282.64
e. Contractual Services		
f. Travel Expenses		
Total		\$32,882.64

Part III

Acceptance of Conditions. It is understood and agreed by the undersigned that a grant received as a result of this contract is subject to the regulations governing grant which have been furnished (or will be furnished upon request) to the applicant.

A. Project Director		
1) Name Clay Odell	2) Title Bureau Chief, NH Fire Standards & Training and EMS	3) Address 33 Hazen Drive Concord, NH 03301
4) Signature X 		5) Telephone Number 223-4200
B. Authorized Official		
1) Name John J. Barthelmes	2) Title Commissioner, NH Department of Safety	3) Address 33 Hazen Drive Concord, NH 03301
4) Signature X 		5) Telephone Number 271-2791

Part IV (For HSA Use Only)

1. Approval Date October 10, 2012	2. Signature & Title  Peter M. Thomson, Coordinator NH Highway Safety Agency
3. Federal Funds Obligated by this Agreement: 32,882.64	



John H. Lynch
GOVERNOR

STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR
HIGHWAY SAFETY AGENCY
78 REGIONAL DRIVE, BUILDING 2
CONCORD, N.H. 03301-8530

TDD Access: Relay NH 1-800-735-2964
603-271-2131
FAX 603-271-3790

Peter M. Thomson
COORDINATOR

CONTRACT ADJUSTMENT NOTICE

To: Clay Odell, Bureau Chief
NH Fire Standards & Training & EMS
33 Hazen Drive
Concord, NH 03301

Date: December 27, 2012

Contract Title: EMS Statewide CAD Integration

Contract Number: 310-13S-006

PSP/Task Number: 13-04, 6

Pursuant to your request of December 26, 2012, the following change, amendment or adjustment in the contract is approved subject to such conditions or limitations as may be set forth below.

Original Contract Period From: To:
Revised Contract Period: From: To:

Adjustment to Contract Budget:

Current Budget Item	Original Amount	Adjustment	Revised Amount
Equipment	\$29,600.00	-\$29,600.00	00.00
Contractual Services	00.00	\$29,600.00	29,600.00

PERMISSION IS GRANTED TO TRANSFER \$29,600.00 FROM EQUIPMENT TO CONTRACTUAL SERVICES TO PERFORM THE NECESSARY WORK WITH THE CONTRACTOR FOR THE EMS STATEWIDE CAD INTEGRATION. IT IS UNDERSTOOD THERE ARE SUFFICIENT FUNDS AVAILABLE AND NO ADDITIONAL FEDERAL FUNDS WILL BE REQUESTED.

Peter M. Thomson
Peter M. Thomson, Coordinator

CONTRACTUAL AGREEMENT FOR HIGHWAY SAFETY PROJECT GRANT

For HSA Use Only

State Of New Hampshire
Highway Safety Agency
78 Regional Drive, Building 2
Concord, NH 03301-8530

Date Received October 10, 2012	Project Number #310-13S-007
Date Approved October 10, 2012	PSP and Task # 13-04, 06

Part I

1. Project Title EMS Statewide Field Bridge	2. Type of Application (Check One) <input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revision <input type="checkbox"/> Continuation
---	--

3. Applicant	
A. Name of Agency DUNS Number NH Division of Fire Standards & Training & EMS	B. Address of Agency 33 Hazen Drive Concord NH 03305-0002
C. Government Unit (Check One) <input checked="" type="checkbox"/> State <input type="checkbox"/> City/Town <input type="checkbox"/> County Other (specify):	D. Name Address of Governmental Unit State of New Hampshire Concord, NH 03301

4. Contract Duration A. Contract Period Start Date: October 1, 2012 Termination Date: September 30, 2013	Functional Area K9 - 408 Data Program Incentive CFDA# 20.610 Program Title Traffic Safety Info System Improvements Grant Funding Source National Highway Traffic Safety Administration
---	---

6. Description of Project (Describe in detail in Schedule A) and Source of Funds

Budget (Provide itemization as called for on Schedule B) and Source of Funds					
Cost Category	Total Budget	Federal Budget	Local Budget	State Budget	Other Funds
a. Personnel Services					
b. Current Expense					
c. Equipment	\$120,200.00	\$120,200.00			
d. Indirect Costs Audit	\$13,330.18	\$13,330.18			
e. Contractual Services					
f. Other					
Total Estimated Costs Including Non-Federal Share	\$133,530.18	\$133,530.18			

Local Benefit: It is anticipated that the federal share for local benefit will be:	0% (\$0.00)
--	-------------

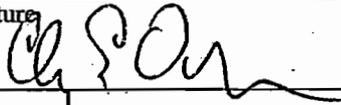
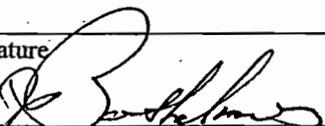
Part II

BUDGET AND PERSONNEL DATA

a. Personnel Services		
b. Current Expenses		
c. Equipment Field Bridge Statewide License Three-Year Hosting and Maintenance Support	\$65,000.00 55,200.00	\$120,200.00
d. Indirect Costs and Audit Expense Indirect cost (11.09 percent x \$55,200.00)		13,330.18
e. Contractual Services		
f. Travel Expenses		
Total		\$133,530.18

Part III

Acceptance of Conditions. It is understood and agreed by the undersigned that a grant received as a result of this contract is subject to the regulations governing grant which have been furnished (or will be furnished upon request) to the applicant.

A. Project Director		
1) Name Clay Odell	2) Title Bureau Chief, NH Fire Standards & Training and EMS	3) Address 33 Hazen Drive Concord, NH 03301
4) Signature X 		5) Telephone Number 223-4200
B. Authorized Official		
1) Name John J. Barthelmes	2) Title Commissioner, NH Department of Safety	3) Address 33 Hazen Drive Concord, NH 03301
4) Signature X 		5) Telephone Number 271-2791

Part IV (For HSA Use Only)

1. Approval Date October 10, 2012	2. Signature & Title  Peter M. Thomson, Coordinator NH Highway Safety Agency
3. Federal Funds Obligated by this Agreement: \$133,530.18	



John H. Lynch
GOVERNOR

STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR
HIGHWAY SAFETY AGENCY
78 REGIONAL DRIVE, BUILDING 2
CONCORD, N.H. 03301-8530

TDD Access: Relay NH-1-800-735-2964
603-271-2131
FAX 603-271-3790

Peter M. Thomson
COORDINATOR

CONTRACT ADJUSTMENT NOTICE

To: Clay Odell, Bureau Chief
NH Fire Standards & Training & EMS
33 Hazen Drive
Concord, NH 03301

Date: December 27, 2012

Contract Title: EMS Statewide Field Bridge

Contract Number: 310-13S-007

PSP/Task Number: 13-04, 6

Pursuant to your request of December 26, 2012, the following change, amendment or adjustment in the contract is approved subject to such conditions or limitations as may be set forth below:

Original Contract Period	From	To
Revised Contract Period	From	To

Adjustment to Contract Budget:

Current Budget Item	Original Amount	Adjustment	Revised Amount
Equipment	\$120,200.00	-\$120,200.00	00.00
Contractual Services	00.00	\$120,200.00	120,200.00

PERMISSION IS GRANTED TO TRANSFER \$120,200.00 FROM EQUIPMENT TO CONTRACTUAL SERVICES TO PERFORM THE NECESSARY WORK WITH THE CONTRACTOR FOR THE EMS STATEWIDE FIELD BRIDGE. IT IS UNDERSTOOD THERE ARE SUFFICIENT FUNDS AVAILABLE AND NO ADDITIONAL FEDERAL FUNDS WILL BE REQUESTED.

Peter M. Thomson
Peter M. Thomson, Coordinator



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/5/2012

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

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

PRODUCER C.O. Brown Agency 2048 Superior Drive NW Suite 100 Rochester MN 55901	CONTACT NAME: Melissa Foster	
	PHONE (A/C No. Ext): (507) 288-7600 FAX (A/C No.): (507) 535-3130 E-MAIL ADDRESS: MFoster@cobrown.com	
INSURED ImageTrend, Inc. 20855 Kensington Blvd Lakeville MN 55044	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: National Fire Insurance of	20443
	INSURER B: Continental Insurance CO.	
	INSURER C: Continental Casualty CO.	
	INSURER D: American Casualty CO. of	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 2012/2013 Master Cert 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			C 4024646799	06/15/2012	06/15/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			C 4024646804	06/15/2012	06/15/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
C	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			C 4024646785	06/15/2012	06/15/2013	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	Y/N <input type="checkbox"/> N/A			WC 4 24646818	06/15/2012	06/15/2013	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional E&O			C 4024646799	06/15/2012	06/15/2013	\$2,000,000 Ea Occurrence \$2,000,000 Aggregate

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

CERTIFICATE HOLDER CANCELLATION

New Hampshire Bureau of EMS 33 Hazen DR Concord, NH 03305	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 Mark Hayford/MAF



State of New Hampshire

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

8/8/12

ENC # 127

RO#

JOHN J. BARTHELMES
 COMMISSIONER
 His Excellency, Governor John H. Lynch
 and the Honorable Executive Council
 State House
 Concord, NH 03301

June 5, 2012

Requested Action

Authorize the Department of Safety, Division of Fire Standards and Training and Emergency Medical Services, to amend a sole source contract (2005-005) with ImageTrend, Inc, (VC#169503, B001) 20855 Kensington Boulevard, Lakeville, Minnesota, in the amount of \$261,000.00, increasing the contract amount from \$741,656.00 to \$1,002,656.00, and extending the completion date of the contract from December 31, 2012 to December 31, 2017. The contract was originally approved by Governor and Council on February 25, 2005, Item #70A, and amended on July 15, 2009, Item #142. Effective upon Governor and Council approval. Funding source: 100% Fire and EMS Fund.

Funding for the increase is outlined below for SFY2013 and is anticipated to be available upon the continued appropriation of funds in the SFY2014 through SFY2018 operating budgets with the ability to adjust between fiscal years with the approval of the Department of Administrative Services.

	<u>SFY2013</u>	<u>SFY2014</u>	<u>SFY2015</u>	<u>SFY2016</u>	<u>SFY2017</u>	<u>SFY2018</u>
02-23-23-237010-40650000 Dept. of Safety Div of FST&EMS - Fire Standards and EMS Admin 500230 S/Ware Lic/Maint (non Desktop)	\$26,100.00	\$52,200.00	\$52,200.00	\$52,200.00	\$52,200.00	\$26,100.00

Explanation

This request to extend the ImageTrend, Inc.'s contract five additional years, at no increase in the annual payment schedule for the Division of Fire Standards and Training and Emergency Medical Services, is necessary to maintain ongoing functioning of the essential program called Trauma and Emergency Medical Services Information System or "TEMSIS". This contract is a sole source because this system was developed by ImageTrend; therefore, it can only be supported by ImageTrend Inc.

The intent of the original contract was to develop and provide a statewide centralized electronic patient care records system for all NH Emergency Medical Services providers to use to document their patient care for emergency events. This program has been successful and has become the standard in NH. An amendment was added in 2009 to substantially upgrade the program and extend the maintenance and hosting. This amendment is requested to continue the current program infrastructure. The pricing for the maintenance and hosting/storage of records has remained level since the initial contract and reflects a substantial savings over the next five years when compared to increased industry costs for storage and technical support. The impact of completing a full RFP process and potentially moving to a new vendor was evaluated. It was determined that a potential move to a new vendor in the next 3-5 years would have a significant financial impact on NH communities, would result in significant negative public opinion, and would result in a significant increase in the overall cost of the program to the state. Therefore, it was determined that amending the current contract to extend services for an additional five years was the most cost effective means to both communities and the state to continue to deliver this program. Additionally, the Division has negotiated no increase in the maintenance fees throughout the five year extension.

Respectfully submitted,

John J. Barthelmes
 John J. Barthelmes
 Commissioner of Safety



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit.

S. William Rogers
Commissioner

May 16, 2012

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

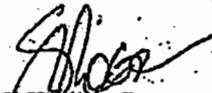
Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with ImageTrend, Inc. to extend the end date of an existing contract to provide the State with a Trauma and Emergency Medical Services Information System (TEMSIS) from December 31, 2012 through December 31, 2017, as described below and referenced as DoIT No. 2005-005B.

The original TEMSIS Contract (2005-005) provided for the installation of a Trauma and Emergency Medical Services Information System. This amendment provides ongoing support and hosting for the System through December 31, 2017. This System allows the providers of emergency medical care to enter a detailed description of an emergency medical action after the event takes place, through a standard computer and web browser. Ongoing support and hosting services are also provided in this contract.

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

Sincerely,


S. William Rogers

SWR/dcp
DOS 2005-005B

cc: David Perry, Contracts Manager, Bureau of Finance & Administration
Albert Sheldon, DOIT/DOS IT Lead

STATE OF NEW HAMPSHIRE
Department of Safety
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
Maintenance and Enhancements
RFP 2005-005
CONTRACT AMENDMENT B

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2005-005, on February 25, 2005, Item #70A, and was amended on July 15, 2009, Item #142 (herein after referred to as the "Agreement"), ImageTrend, Inc., (hereinafter referred to as the "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Safety, certain sums as specified therein;

WHEREAS, pursuant to the Agreement (Section 17: *Amendment*) and the provisions of the Agreement, 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, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department and the Vendor seek to clarify the Agreement.

WHEREAS, the Department wishes to extend the Agreement and to increase the contract price by \$261,000 to bring the total contract price to \$1,002,656.

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

Contract Agreement – General Provisions and Statement of Work of the Agreement is hereby amended as follows:

1. Amend Section 1.6 of the General Provisions of the Agreement by changing the Contract ending date from December 31, 2012 to December 31, 2017
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation by \$261,000 from \$741,656 to \$1,002,656.

Exhibit A of the Agreement is hereby amended as follows:

1. Amend Exhibit A, Section 5.3 by changing the Project Manager's name as follows:

Richard Cooper
Research and Quality Management Coordinator
33 Hazen Drive, Concord, NH, NH 03305
603 223-4226
603 223-4200
Richard.cooper@dos.nh.gov

2. Amend Exhibit A, Section 13: *Internal Escalation Procedure for Disputes* by changing the table as follows:

STATE OF NEW HAMPSHIRE
Department of Safety
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
RFP 2005-005
CONTRACT AMENDMENT B

LEVEL	IMAGETREND	STATE	CUMULATIVE ALLOTTED TIME
Primary	Joe Graw <Director of Implementation and Support>	Richard Cooper <Project Manager>	5 Business Days
First	Dave Zaiman <Sales Manager>	Clay Odell <Chief>	10 Business Days
Second	Dan Vanormy <Director of Development, EDS> or Michael Patock <Senior Director of Development, EDS>	Perry E. Plummer <Director>	15 Business Days
Third	Michael J. McBrady <President>	John J. Barthelmes <Commissioner>	20 Business Days

3. Amend Exhibit A, Section 14 by adding Section 14.2: Deliverables for Amendment B, as follows:

Table A1B – Deliverables for Amendment B

Deliverable	Deliverable Name
1	EMS Support and Hosting 1/1/2013 through 6/30/2013
2	EMS Support and Hosting 7/1/2013 through 6/30/2014
3	EMS Support and Hosting 7/1/2014 through 6/30/2015
4	EMS Support and Hosting 7/1/2015 through 6/30/2016
5	EMS Support and Hosting 7/1/2016 through 6/30/2017
6	EMS Support and Hosting 7/1/2017 through 12/31/2017

Exhibit B of the Agreement is hereby amended as follows:

1. Amend Exhibit B, Section 2 by adding Section 2.2: Price Payment Schedule for Amendment B, as follows:

2.2 Price Payment Schedule for Amendment B

Table B1B – Price Payment Schedule for Amendment B

Deliverable	Deliverable Name	Date	Cost
1	EMS Support and Hosting 1/1/2013 through 6/30/2013	1/1/2013	\$26,100
2	EMS Support and Hosting 7/1/2013 through 6/30/2014	7/1/2013	\$52,200
3	EMS Support and Hosting 7/1/2014 through 6/30/2015	7/1/2014	\$52,200
4	EMS Support and Hosting 7/1/2015 through 6/30/2016	7/1/2015	\$52,200
5	EMS Support and Hosting 7/1/2016 through 6/30/2017	7/1/2016	\$52,200
6	EMS Support and Hosting 7/1/2017 through 12/31/2017	7/1/2017	\$26,100
Total			\$261,000

STATE OF NEW HAMPSHIRE
 Department of Safety
 TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
 RFP 2005-005
 CONTRACT AMENDMENT B

2. Amend Section 2, of Exhibit B by replacing Paragraph 4 as follows:

4. TOTAL CONTRACT PRICE

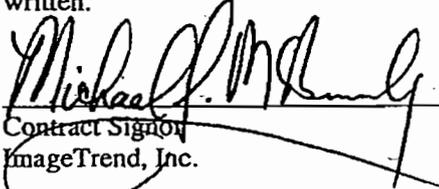
Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments exceed \$1,002,656. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to ImageTrend, Inc. for all fees and expenses, of whatever nature, incurred by ImageTrend, Inc. in the performance hereof.

Table 1 Contract 2005-005 – Trauma and Emergency Medical Services Information System Maintenance and Enhancements, Contract Amendment Descriptions

Contract 2005-005 (#124002)	AMENDMENT TYPE	EFFECTIVE DATE	END DATE	CONTRACT AMOUNT
Contract #124002	Original Contract	February 25, 2005	December 31, 2009	\$497,000
Amendment # A	First Amendment (A)	July 15, 2009	December 31, 2012	\$244,656
Amendment # B	Second Amendment (B)	G&C Approval	December 31, 2017	\$261,000
	CONTRACT TOTAL			\$1,002,656

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.


 Contract Signatory
 ImageTrend, Inc.

Date: 4/25/2012

Corporate Signature Notarized:
 STATE OF MN

COUNTY OF Dakota

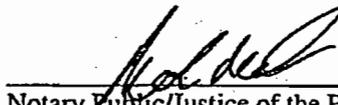
On this the 25th day of April, 2012, before me,
Michael McBrady, the undersigned Officer of ImageTrend,
 personally appeared and acknowledged her/himself to be the President
 of ImageTrend, a corporation, and that she/he, as such
Contract being authorized to do so, executed the foregoing instrument for

STATE OF NEW HAMPSHIRE
Department of Safety
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
RFP 2005-005
CONTRACT AMENDMENT B

the purposes therein contained, by signing the name of the corporation by her/himself as

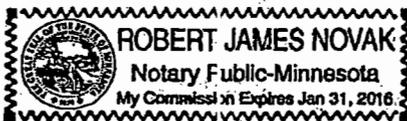
President

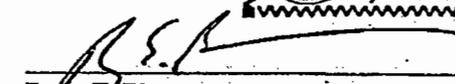
IN WITNESS WHEREOF I hereunto set my hand and official seal.


Notary Public/Justice of the Peace

My Commission Expires: 1/31/16

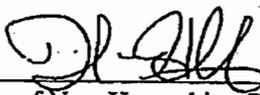
(SEAL)




Perry E. Plummer
Director, Fire Standards and Training and EMS
NH Department of Safety

Date: 6/15/2012

Approved by the Attorney General (Form, Substance and Execution)


State of New Hampshire, Department of Justice
David M. Hitts

Date: 7/2/12

State of New Hampshire
Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of May, A.D. 2012

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

(Corporation without Seal)

I, Robert Novak, do hereby certify that:

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

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

RESOLVED: That the President

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

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 27th day of June, 2012.
4. Michael J. McBrady is the duly elected President of the Corporation.



(Signature of Director of Finance)

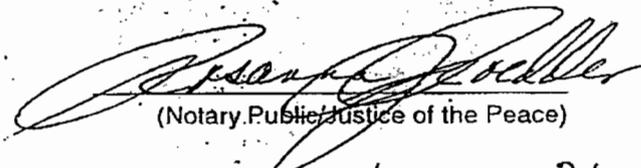
State of Minnesota

County of Dakota, Minnesota

The forgoing instrument was acknowledged before me this 29th day of June, 2012.

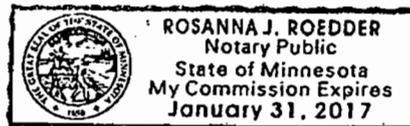
By: Robert Novak

(NOTARY SEAL)



(Notary Public/Justice of the Peace)

Commission Expires: January 31, 2017





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/5/2012

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

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

PRODUCER C.O. Brown Agency 2048 Superior Drive NW Suite 100 Rochester MN 55901	CONTACT NAME: Melissa Foster PHONE (Add. No. Ext.): (507) 288-7600 FAX (Add. No.): (507) 538-3138 E-MAIL ADDRESS: MFoster@cobrown.com
	INSURER(S) AFFORDING COVERAGE INSURER A: National Fire Insurance of INSURER B: Continental Insurance CO. INSURER C: Continental Casualty CO. INSURER D: American Casualty CO. of INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2012/2013 Master Cert **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	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			C 4024646799	06/15/2012	06/15/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 250,000 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
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
C	<input checked="" type="checkbox"/> UMBRELLA LIAB. <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB. <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 30,000			C 4024646785	06/15/2012	06/15/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 4 24646818	06/15/2012	06/15/2013	<input checked="" type="checkbox"/> POLICY LIMITS <input type="checkbox"/> QUL-FA EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000
C	Professional E&O			C 4024646799	06/15/2012	06/15/2013	\$2,000,000 EA Occurrence \$2,000,000 Aggregate

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

CERTIFICATE HOLDER New Hampshire Bureau of EMS 33 Hazen DR 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 Mark Hayford/NAF
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H/C 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

G+C 7-15-09
142

State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

June 26, 2009

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Authorize the Department of Safety, Division of Fire Standards & Training and Emergency Medical Services (FST & EMS) to amend Governor & Council Item # 70A, approved on February 25, 2005 a sole source existing contract with ImageTrend Inc., (VC#172021), Lakeville, MN, to increase the contract by \$244,656 from \$497,000 to \$741,656 and by extending the contract end date from February 28, 2010 to December 31, 2012. The deliverables are for Emergency Medical Technician reporting upgrades and extend the EMS Hosting and Support aspect of the contract at the current contract price. Effective upon Governor and Council approval through December 31, 2012. Funding source: \$114,156 Transfers from Other Agencies (Highway Safety) and \$130,500 FST & EMS Fund.

Funds are anticipated to be available upon the approval of future operating budgets in the following accounts with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

Activity Code: 2370	<u>FY2010</u>	<u>FY2011</u>	<u>FY2012</u>	<u>FY2013</u>
TEMSIS Improvement FY09:010-023-7517-024-0230 (EMT reporting upgrades - additional deliverables)	\$114,156			
Fire Standards Administration: 010-023-4065-024-0230 (Extension Hosting and Support)		\$52,200	\$52,200	\$26,100

Explanation

After a competitive process, including an RFP #2005-05, was completed, on February 25, 2005, Governor and Council approved a contract (Item# 70A) with ImageTrend Inc., of Lakeville, MN, to provide an electronic system for patient care reporting, including hosting and support. The Bureau of EMS is tasked under RSA 21-P:12-b II (g) to "Establish a data collection and analysis capability that provides for the evaluation of the emergency medical and trauma services system and for modifications to the system based on identified gaps and shortfalls in the delivery of emergency medical and trauma services."

As the Hosting and Support Agreement with ImageTrend Inc. is effective through February 28, 2010, we seek to extend it at the same cost as well as make upgrades to the system that will benefit the EMT's by improving the reporting aspects they work with everyday. Regional EMT meetings were held to determine what upgrades were known to be most beneficial.

The software for this system was developed by ImageTrend; therefore, it can only be upgraded and supported by ImageTrend, Inc. In addition, the increase of the original contract is more than 10% making this a sole source contract.

Respectfully Submitted,



John J. Barthelmes
Commissioner of Safety



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

Office of the Governor
27 Hazen Dr., Concord, NH 03301
603-271-2843 1-800-852-3345 x2843
Fax: 603-271-1516 TDD Access: 1-800-735-2964

Richard C. Bailey, Jr.
Chief Information Officer

June 24, 2009

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

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter into a contract with ImageTrend Inc. as described below and referenced as OIT No. 2005-005A.

The original TEMSIS Contract (2005-005) provided for the installation of a Trauma and Emergency Medical Services Information System. The System allows the providers of emergency medical care to enter a detailed description of an emergency medical action after the event takes place, through a standard computer and web browser.

This project is an Amendment to the original ImageTrend contract to improve the functionality of the TEMSIS System and to extend the ongoing support and hosting services to December 31, 2012. The new functionality will simplify screens, improve user friendliness, reduce time needed to create the reports and reduce mistakes. }

This project is set forth in the Department of Safety's Strategic Information Technology Plan, 2005-2009, Appendix VII, Project # 88, EMS Quality Management, Dated October, 2005.

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

Sincerely,

Richard C. Bailey, Jr.

RB/dcp
DOS 2005-005A
RID 8884
cc: Suzanne Prentiss, Chief Bureau of EMS

STATE OF NEW HAMPSHIRE
Department of Safety
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
Maintenance and Enhancements
RFP 2005-005
CONTRACT AMENDMENT

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2005-005, on February 25, 2005, Item #70A (herein after referred to as the "Agreement"), ImageTrend, Inc., (hereinafter referred to as the "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Safety, certain sums as specified therein;

WHEREAS, pursuant to the Agreement (Section 17: *Amendment*) and the provisions of the Agreement, 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, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department and the Vendor seek to clarify the Agreement.

WHEREAS, the Department wishes to extend the Agreement and to increase the contract price by \$244,656 to bring the total contract price to \$741,656.

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

Contract Agreement – General Provisions and Statement of Work of the Agreement is hereby amended as follows:

1. Amend Section 1.6 of the General Provisions of the Agreement by changing the Contract ending date from February 28, 2010 to December 31, 2012
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation by \$244,656 from \$497,000 to \$741,656

STATE OF NEW HAMPSHIRE
 Department of Safety
 TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
 RFP 2005-005
 CONTRACT AMENDMENT

Exhibit A of the Agreement is hereby amended as follows:

1. Amend Exhibit A, Section 10: *COPYRIGHT, INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY* as follows in Table A1A:

Table A1A:

Contract # 2005-005 Exhibit A Section #	AMENDED TEXT
Section 10	Section 10.4.7 Currently reads: 10.4.7 This Section 10.4 shall survive the termination of the contract.
Section 10	Delete Section 10.4.7 and replace with the following: <div style="text-align: center;">10.4.7</div> <p style="text-align: center;">ImageTrend grants the state a royalty-free, nonexclusive, perpetual, unlimited and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for state government purposes, the software modifications, derivatives and improvements and associated documentation developed and/or obtained through this acquisition. ImageTrend understands and agrees that these modifications are federally funded and as such will be included in the standard product and distributed to all other EMS State Bridge customers at no extra charge. Additionally no ongoing support fees will apply to this portion of the code base. In addition, ImageTrend must comply with applicable federal laws and regulations relating to the federal funding requirements, including, but not limited to the FAR 52.227.17.</p> <div style="text-align: center;">10.4.8</div> <p style="text-align: center;">This Section 10.4 shall survive the termination of the contract.</p>

STATE OF NEW HAMPSHIRE
 Department of Safety
 TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
 RFP 2005-005
 CONTRACT AMENDMENT

2. Amend Exhibit A, Section 14 by adding Section 14.1: Deliverables for Amendment A, as follows:

Table A2A – Deliverables for Amendment A

Deliverable	DeliverableName
1	Event Creation
2	Vitals/Procedure/Meds Mod
3	Assessment Mod
4	Trauma Mod
5	Cause of Injury Mod
6	Cardiac Arrest Mod
7	Past Medical History Mod
8	Patient Allergies Mod
9	Patient Medications Mod
10	Delay Fields Mod
11	Training -
12	EMS Support and Hosting 7/1/2010 through 6/30/2011
13	EMS Support and Hosting 7/1/2011 through 6/30/2012
14	EMS Support and Hosting 7/1/2012 through 12/31/2012

Note – Deliverables 1 through 10 will include the following:
 Certificate of Completion of User Acceptance Testing (UAT)
 Completion of Required Documentation

3. Amend Exhibit A, Section 14 by adding Section 14.2: Deliverables Description and 14.3 Testing Methodology follows:

14.2 Amendment A Deliverables Description,
 The requirements for the deliverables required for Amendment A are described in detail in Amendment A: Attachment A Requirements and Deliverables Description attached.

14.3 Amendment A Testing Methodology
 ImageTrend will follow the testing methodology described in Amendment A:
 Attachment B: Sample System Implementation Deliverable Testing Plan attached.

STATE OF NEW HAMPSHIRE
 Department of Safety
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
 RFP 2005-005
 CONTRACT AMENDMENT

Exhibit B of the Agreement is hereby amended as follows:

1. Amend Exhibit B, Section 2 by adding Section 2.1: Price Payment Schedule for Amendment A, as follows:

2.1 Price Payment Schedule for Amendment A

Table B1A - Price Payment Schedule for Amendment A

Deliverable	Deliverable Name	Date	Cost
1	Event Creation		\$29,700
2	Vitals/Procedure/Meds Mod		\$14,256
3	Assessment Mod		\$9,504
4	Trauma Mod		\$5,940
5	Cause of Injury Mod		\$21,756
6	Cardiac Arrest Mod		\$5,940
7	Past Medical History Mod		\$7,128
8	Patient Allergies Mod		\$7,128
9	Patient Medications Mod		\$5,940
10	Delay Fields Mod		\$3,564
11	Training		\$3,300
12	EMS Support and Hosting 7/1/2010 through 6/30/2011	7/1/2010	\$52,200
13	EMS Support and Hosting 7/1/2011 through 6/30/2012	7/1/2011	\$52,200
14	EMS Support and Hosting 7/1/2012 through 12/31/2012	7/1/2012	\$26,100
Total			\$244,656

2. Amend Section 2, of Exhibit B by adding Paragraph 4 as follows:

4. TOTAL CONTRACT PRICE

Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments exceed \$741,656. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to ImageTrend, Inc. for all fees and expenses, of whatever nature, incurred by ImageTrend, Inc. in the performance hereof.

STATE OF NEW HAMPSHIRE
 Department of Safety
 TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
 RFP 2005-005
 CONTRACT AMENDMENT

Table 1 Contract 2005-005 – Trauma And Emergency Medical Services Information System
 Maintenance and Enhancements, Contract Amendment Descriptions

Contract 2005-005 (#124002)	AMENDMENT TYPE	EFFECTIVE DATE	END DATE	CONTRACT AMOUNT
Contract #124002	Original Contract	February 25, 2005	February 28, 2010	\$497,000
Amendment # A	First Amendment (A)	G&C Approval	December 31, 2012	\$244,656
	CONTRACT TOTAL			\$741,656

Received

JUN 25 2009

Department of Safety
 Div. of Fire Standards & Training snc EMS

Contractor Initials: hjm
 Date: 6/24/09

STATE OF NEW HAMPSHIRE
Department of Safety
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
RFP 2005-005
CONTRACT AMENDMENT

Exhibit C

Both parties agree to amend the amount of insurance to agree with the vendor's coverage currently in force of comprehensive general liability in the amount of \$1,000,000.00 each occurrence and excess/umbrella liability of \$2,000,000.00 each occurrence. This is deemed to be sufficient given the nature of the contract.

STATE OF NEW HAMPSHIRE
Department of Safety
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
RFP 2005-005
CONTRACT AMENDMENT

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Michael J. McBrady
Contract Signor
ImageTrend, Inc.

Date: 06/10/2009

Corporate Signature Notarized:
STATE OF Minnesota
COUNTY OF Dakota

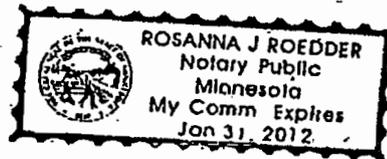
On this the 10th day of June, 2009, before me,
Rosanna J. Roedder, the undersigned Officer Michael J. McBrady
personally appeared and acknowledged her/himself to be the President
of ImageTrend, Inc, a corporation, and that she/he, as such
President being authorized to do so, executed the foregoing instrument for
the purposes therein contained, by signing the name of the corporation by her/himself as
Michael J. McBrady.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Rosanna J. Roedder
Notary Public/Justice of the Peace

My Commission Expires: Jan. 31, 2012

(SEAL)



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

STATE OF NEW HAMPSHIRE

By: Wesley J. Colby
Wesley J. Colby

Title: Dir of Adm

STATE OF NEW HAMPSHIRE
Department of Safety
TRAUMA AND EMERGENCY MEDICAL SERVICES INFORMATION SYSTEM
RFP 2005-005
CONTRACT AMENDMENT

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

OFFICE OF THE ATTORNEY GENERAL

By: Rosemary Keit
Assistant Attorney General

On: 6-22-09

Governor and Council of New Hampshire

On: _____

Signed: _____ Title: _____

**Department of Safety 2005 005 – Trauma and Emergency Medical Services
Information System Amendment A Attachment A
Requirements and Deliverables Description**

**New Hampshire Highway Safety Grant (2009)
for the Improvement of the Trauma and EMS Information System (TEMSIS)**

Overall Scope of Work: The following table will serve as a summary of the Deliverables for this project. Overall, the Scope covers ten (10) items that involve project management, software enhancement, and post-delivery documentation. For the purposes of this document, each item within the Scope will be identified by number and a summary statement. Additionally, the table below has an estimated number of hours required for success completion (project management time, programming time, testing, & deployment) Please note, the hours listed below were provided during the Summer of 2007 as a general estimate on the scope and overall potential cost.

Summary Table of Proposed TEMSIS Changes

Item Number	Item Name	Delivery Date	Programming Hours	Hourly Rate	Total Cost	Bill	Holdback
1	Event Creation	9/30/2009	270	\$110.00	\$29,700.00	\$26,730.00	\$2,970.00
2	Vitals/Procedure/Meds Mod	9/30/2009	129.6	\$110.00	\$14,256.00	\$12,830.40	\$1,425.60
3	Assessment Mod	9/30/2009	86.4	\$110.00	\$9,504.00	\$8,553.60	\$950.40
4	Trauma Mod	9/30/2009	54	\$110.00	\$5,940.00	\$5,346.00	\$594.00
5	Cause of Injury Mod	9/30/2009	129.6	\$110.00	\$14,256.00	\$12,830.40	\$1,425.60
6	Cardiac Arrest Mod	9/30/2009	54	\$110.00	\$5,940.00	\$5,346.00	\$594.00
7	Past Medical History Mod	9/30/2009	64.8	\$110.00	\$7,128.00	\$6,415.20	\$712.80
8	Patient Allergies Mod	9/30/2009	64.8	\$110.00	\$7,128.00	\$6,415.20	\$712.80
9	Patient Medications Mod	9/30/2009	54	\$110.00	\$5,940.00	\$5,346.00	\$594.00
10	Delay Fields Mod	9/30/2009	32.4	\$110.00	\$3,564.00	\$3,207.60	\$356.40
11	Training (Overall) No-Travel	9/30/2009	30	\$110.00	\$3,300.00	\$2,970.00	\$330.00
12	Project Management Hours	9/30/2009	50	\$150.00	\$7,500.00	\$6,750.00	\$750.00
Total			1,019.6 Hours		\$114,156.00	\$102,740.40	\$11,416.00

Scope of Work:

Item 1, Event Creation:

Overall, the time to create the Procedures and Vitals section is time consuming with the NEMSIS requirements and the items needed for to accurately document a patient care report. The goal, then, will be to create a system where most of the work is performed by the computer system using information provided by the writer. Below is an outline on how the event creation system will work within TEMSIS (i.e. the deliverable for this item)

The system will base itself off the following formula:

Event Creation is a function of [Provider Level + Accepted Practices + Patient Severity + Patient Gender + Patient Age + Patient Weight + Protocols Used + Total Patient Contact Time]

Each item in the formula is defined as:

1. **Provider Level:** The practicing level of the EMS provider on the incident (i.e. First Responder, EMT-Basic, EMT-I, EMT-Paramedic). The goal is to limit the number of procedures available to the provider when generating the case template.
2. **Accepted Practices:** This means the system will follow generally accepted notions that a set of vitals are taken approximately every five minutes, patients are routinely taken to the ambulance on the stretcher, etc.
3. **Patient Severity:** Quite simply, the more severe the patient, the larger the number of procedure that are performed.
4. **Patient Gender:** Certain protocols apply to certain genders. One should not expect a childbirth protocol to apply to a male patient.
5. **Patient Age:** This helps determine the difference between pediatric and adult protocols. It also could stem certain medications being given.
6. **Patient Weight:** Certain medications are weight-dependent. One could also assume that those who are morbidly obese require more time to be moved to the ambulance from their homes.
7. **Protocols Used:** This one of the primary linchpins for the procedure generation section. By determining what protocols are used, the computer system can generate a rough draft of the procedures and vital signs performed on the patient. The goal is not to absolutely fill in the blank, but it is to streamline the process it will take for a provider to enter the information from scratch.
8. **Total Patient Contact Time:** The more time spent with the patient equals more procedures and vitals performed on the patient.

By utilizing the above formula, the Event Creation List is created within the patient care report. There, of course, are some exceptions that take place:

- Just because a standard exists, does not mean it should be absolute. Each EMS event and patient is different and the system should be set up accordingly. In the very least, the Time will be modifiable by the report writer. Other changes can take place in accordance to the needs to of the report writer.
- Not every procedure can be completed within the allotted time set-up by the system (or state, etc.). Therefore, there should be the ability of the report writer to delete the event. This can be a simple Boolean.
- Similar to the last-mentioned bullet, there is the possibility that additional procedures could have taken place. Therefore it would be wise for the system to place events after the terminal event (i.e. patient arrived at the hospital). This will allow the writer to simply modify the Time associated with the event in order to utilize the work performed by the application.

HOW THE EVENT CREATION CONCEPT WORKS ON EACH LEVEL

NATIONAL PREFERENCES: The national preferences exist on a couple different levels. For the Event Creation section it mainly stems from nationally accepted standards in medications and procedures.

1. **Accepted Practices:** There is a need to recognize the hierarchal set-up for this particular system. It does not just revolve around the patient care report. There are many preceding steps that occur to get to the point of a Event Creation (EC) system. These are the steps from "top" to "bottom."
 - a. **Accepted Practices:** As noted by the formula, there are (and should be) a core set of practices that exist within the world of Emergency Medical Services (EMS). Some of these items include:
 - a. Vital signs should be taken every five minutes (or close to that) with critical patients. For Non-critical patients it might be seven minutes.
 - b. It might take two minutes to move a patient from a home to the ambulance via a stretcher. (The use of a stretcher to move the patient can be an accepted practice also.)
 - c. When an IV is started, blood is taken for the hospitals. Also, for diabetics or patients with an altered level of conscious, blood glucose monitoring is employed.
 - d. If a patient has a GCS score of less than "8," there is a prevalence towards intubating the patient. And if the patient is going to be intubated, they will receive bag-valve mask treatment prior to an intubation attempt.
 - e. Most medications have a standardized "national" dose. (This can be seen later when creating either State or Agency Preferences.)
 - f. The application of a cervical collar to a patient usually leads to the application of spinal immobilization.
2. **Medication Standards:** Like Accepted Practices, there exists either a National, State, or Agency standard list. In other words, certain medications will only be given certain ways, at certain doses, at certain time intervals, etc. The Medication Standards section should contain the following items in order to create the standard.
 - a. **Medication Name:** Self-described
 - b. **Medication Routes:** What routes this medication is given by
 - c. **Medication Route Default:** The route where the majority of the medication is given through (e.g. Nitro is given sublingual)
 - d. **Medication Dose Range:** The min and max of the medication
 - e. **Medication Dose Default:** The default amount given
 - f. **Medication Dose Unit Range:** A medication will be limited on the units used. (e.g. Nitro sublingual is mg)
 - g. **Medication Dose Unit Default:** The majority of the dose units are this item
 - h. **How Often is This Medication Given:** How often (usually in minutes) is this medication given. This is not an absolute, just a guideline.

- i. How Many Repeat Doses of This Medication Given: The normal max amount of times a medication is given. This should not be an absolute, just a guideline.
 - j. Does the Medication Dose Escalate? Some medications increase in dose as a result of subsequent administrations
 - i. What is the dose for the subsequent administration? (Repeated in accordance to response to "How Many Repeat" doses question)
 - k. Provider Limitations: Asks the user to define whether only certain providers may give this medication.
3. Procedure Standards: Like the *Medication Standards*, there are some constraints that can be placed on procedures. They are:
- a. Procedure Name: Self-described
 - b. Procedure Application: These are the acceptable areas for that particular procedure (e.g. Spinal Immobilization takes place at the Back)
 - c. Procedure Default: The routine place for that procedure.

STATE PREFERENCES: This area generally exists within the TEMSIS system. The major factor is adding the Event Creation portion of the system. The ultimate goal is to reduce the amount of time it takes for a provider to create a patient care report by supplying information that they will need to enter anyway (Somewhat like the Narrative section of TEMSIS). The format for the Event Creation System will be:

- 1. State Practices and Standards: In accordance to the above lists created on behalf of the lower levels of the hierarchy, there exists a need to constrain or expand on those lists in accordance to their needs.
 - a. Accepted Practice:
 - i. Our State follows this accepted practice: Yes/No
 - ii. Accepted Practice modification (Can modify how the National-level item was set)
 - b. Medication Standard:
 - i. Our State follows this medication standard: Yes/No
 - ii. Medication Standard modification (Can modify how the National-level item was set)
 - c. Procedure Standard:
 - i. Our State follows this procedure standard: Yes/No
 - ii. Procedure Standard modification (Can modify how the National-level item was set)
- 2. Basic Event Lists: For every EMS incident, there should be a base number of concatenations that are created in accordance to the Incident/Patient Disposition field (E20_10): See Appendix A for this breakdown
- 3. State Preferences: Because this will depend from State to State, an infrastructure needs to be in place for the data system. The main reason is that many states use or require statewide protocols. These protocols are in lieu of agency-based protocols, and potentially shorten the amount of work required by the agencies to set up the EC system. The system is created based on the formula where the numerator serves to generate EC list. The *Medication and Procedure Standards* also filter into this section.
 - a. Protocol:

- i. Procedure Name: Self-Described
- ii. PCR Type Modifier: What Report Types (Transport, Patient Refusal, etc.) will this particular protocol appear under.
- iii. Gender Modifier: Does this procedure apply to specifically one gender?
- iv. Age Modifier Start: Does this particular protocol apply to a specific age range? If so, then this is the minimum age for this protocol.
- v. Age Modifier End: Does this particular protocol apply to a specific age range? If so, then this is the maximum age for this protocol.
- vi. Protocol Lock: Can this particular protocol be modified by the Region, Local EMS agency, or Provider?
- vii. One-to-Many Section that helps the user create the event list in accordance to the protocol.
 1. Time after arrival at patient when event (procedure, medication, or vital) is performed: Numeric field with a range of 0-45.
 2. Event: The specific event (Procedure, Medication, Vital Sign) that occurs.
 3. Details: The details of that particular event. If it is a medication, then the system pulls from the *Medication Standards* list and creates the concatenation as seen by the writer. The person manipulating this section can change the "standard" to a unique value for this particular event.
 4. Repeat: Whether this event is repeated on the event list.
 5. Repeat Frequency Time: When this event is repeated. If it falls within 10 minutes after the patient arriving at the hospital then it is listed. This allows the provider to have a larger list to select from and hopefully increases the chances that no new event creation takes place.

4. Event Concatenations: The State should be build how the concatenations are created for the event lists. While the vendor could start with basic concatenations, there will be difficulty in covering all of the options for each client: i.e. Some clients will only want to collect basic information about a medication given (med name, dose, and route) while others will want to collect everything under the sun for each event. Furthermore, there should be a difference between what is printed for the patient care report versus what is collected (remember, not all information collected by the data system should be regurgitated on the written report). So below is a concept on how an event concatenation is created.

a. Baseline concatenations: The vendor could provide the basic concatenations for the client.

i. Sample Medication Concatenation: Underline is editable by the writer.

E18_01 The patient was given E18_03 E18_05 E18_06 via E18_04 with a result of E18_07. Complications: E18_08

- ii. Sample Procedure Concatenation: Underline is editable by the writer

E19_01 E19_03 was E19_06 perform on the patient after E19_05 attempts with a result of E19_08. Complications: E19_07

- b. Note there will be the need for the software vendor to create individualized concatenations for procedures. One concatenation does not fit all. Remember an objective is to have the patient care report read like a human being wrote the report.
 - i. Some consideration should be made towards the creation of a customizable concatenation to fit the needs of the clients using the system.

REGION AND AGENCY PREFERENCES: This area mainly concerns the National NEMSIS items which are needed to populate the National EMS Database. The system, however, could be enhanced as to allow the agency to customize their "portion" of the data system. Part of this has to do with an agency modifying the Event Creation list. For example, New Hampshire has statewide protocols, but allows agencies many different choices when it comes to medications (and perhaps procedures). They may also be allowed to create their own protocol EC lists too

- 1. Event Creation List: This section needs to exist because there still is the opportunity that regional agencies either dictate protocols (all or some) or they need to "modify" existing State protocols. Modify could mean that certain events are added on top of what the State already has created. It will also depend on the whether the State gives permission to edit the base protocols they have created. This section pretty much is a repeat of the State section. They should be able to look up existing protocols and then either add or modify the event list. They should be allowed to create new protocols when allowed by the State.

- a. Procedure Name: Self-Described
- b. PCR Type Modifier: What Report Types (Transport, Patient Refusal, etc.) will this particular protocol appear under.
- c. Gender Modifier: Does this procedure apply to specifically one gender?
- d. Age Modifier Start: Does this particular protocol apply to a specific age range? If so, then this is the minimum age for this protocol.
- e. Age Modifier End: Does this particular protocol apply to a specific age range? If so, then this is the maximum age for this protocol.
- f. Protocol Lock: Can this particular protocol be modified by the individual provider? Yes/No
- g. One-to-Many Section that helps the user create the event list in accordance to the protocol.
 - 1. Time after arrival at patient when event (procedure, medication, or vital) is performed: Numeric field with a range of 0-45.
 - 2. Event: The specific event (Procedure, Medication, Vital Sign) that occurs.
 - 3. Details: The details of that particular event. If it is a medication, then the system pulls from the *Medication Standards* list and creates the concatenation as seen by the writer. The person

manipulating this section can change the "standard" to a unique value for this particular event.

4. Repeat: Whether this event is repeated on the event list.
5. Repeat Frequency Time: When this event is repeated. If it falls within 10 minutes after the patient arriving at the hospital then it is listed. This allows the provider to have a larger list to select from and hopefully increases the chances that no new event creation takes place.

2. Event Concatenations: The Region should be able to expand on concatenations because they might want to collect more data than the State.

USER PREFERENCES: A bit of streamlining can take place by streamlining what the user of TEMSIS wants to pre-populate in their own section. For instance, a User might only respond on one unit (ambulance) and they want that information defaulted in the Patient Care Report each and every time. By doing so, this could significantly reduce the amount of information that one has to repeatedly enter while also creating a individualized report (the provider feels more ownership in the report that is created).

1. Event Creation List: The last item in the hierarchy where event lists can be modified and added to in accordance to the personal user's preferences. Like the agency level there might be personal preferences for the provider that they do on every EMS incident. An example is that the provider performs a 12-lead ECG on every patient encounter where they suspect Congestive Heart Failure.
 - a. Procedure Name: Self-Described
 - b. PCR Type Modifier: What Report Types (Transport, Patient Refusal, etc.) will this particular protocol appear under.
 - c. Gender Modifier: Does this procedure apply to specifically one gender? <LOCKED>
 - d. Age Modifier Start: Does this particular protocol apply to a specific age range? If so, then this is the minimum age for this protocol. <LOCKED>
 - e. Age Modifier End: Does this particular protocol apply to a specific age range? If so, then this is the maximum age for this protocol. <LOCKED>
 - f. Protocol Lock: Can this particular protocol be modified by the local EMS agency? Yes/No <LOCKED>
 - g. One-to-Many Section that helps the user create the event list in accordance to the protocol.
 1. Time after arrival at patient when event (procedure, medication, or vital) is performed: Numeric field with a range of 0-45.
 2. Event: The specific event (Procedure, Medication, Vital Sign) that occurs.
 3. Details: The details of that particular event. If it is a medication, then the system pulls from the *Medication Standards* list and creates the concatenation as seen by the writer. The person manipulating this section can change the "standard" to a unique value for this particular event.
 4. Repeat: Whether this event is repeated on the event list.

5. Repeat Frequency Time: When this event is repeated. If it falls within 10 minutes after the patient arriving at the hospital then it is listed. This allows the provider to have a larger list to select from and hopefully increases the chances that no new event creation takes place.

HOW TO MAKE EVENT CREATION WORK

Overall: In the hierarchy described above, the system starts building event lists from the above preference levels. At one point, though, the control moves to the report writer and the computer application. The writer's input is to fill in the blanks of the formula which will create the unique event list for that patient. On the other side, the computer not only needs to generate the lists, but it also needs to evaluate the situation when multiple protocols are used. To simply combine event lists along with the base items, will cause a complicated list that might result in more effort than creating the list from scratch. So the base formula that the system should use is:

[Base Events + Protocol "A" Events + Protocol "B" Events...] – Unnecessary Duplicates

How this will work:

Example

Base Events	Protocol A	Protocol B	What Happens
PSAP Notified	-	-	Nothing
Dispatcher Notified	-	-	Nothing
Agency Notification	-	-	Nothing
Unit Responding	-	-	Nothing
Patient Assessed	-	-	Nothing
Oxygen Provided	-	-	Nothing
-	Procedure A	Procedure B	Both Procedures Placed
-	Procedure C	Procedure D	Nothing
-	Procedure D	Procedure E	One is Eliminated
-	Procedure F	Procedure F	One is Eliminated
-	Etc.	Etc.	

How It Appears to the User

The dynamics of the system will change a bit. Mainly this is because a number of items can be moved to the Event Section of the patient care report. For instance, it is better to place the "times and numbers" into this section. The reason why is because if a writer enters the times in a previous section and then comes to the Events section later, they might not remember all the times and numbers. It is better to place the information all in one section. There are other items that can be brought over into this section. For instance, how the unit responded (lights and sirens) would appropriately fit within this section. So, the writer, when entering this screen, should see the event list already created because they have already entered the formula answers in a previous section. What remains are the choices for the provider to:

- Edit the times for each event

- Make specific choice changes within the event (i.e. use of lights and sirens or not).
- Whether the event should exist in the first place. (The app should not have placed the event or the event did not take place)
- When an event was repeated.

A standard asthma event in New Hampshire (with patient treatment and transport) would look like:

KEY: Underline means editable by writer
 DELETE** = Delete Button (Yes = event can be deleted).
 REPEAT TIME = Field to enter when the event was repeated

TIME	EVENT	DELETE	REPEAT TIME
12:12	The PSAP was notified of this incident	No	No
12:12	The Dispatcher was notified of this incident	No	No
12:13	ABC Agency was notified of this incident	No	No
12:14	<u>Unit A-84</u> responded to the incident location <u>with lights and sirens</u>	No	No
12:21	The unit arrived at the incident scene.	No	No
12:22	The providers arrived at the patient	No	No
12:22	The providers <u>successfully</u> provided a patient assessment	No	XXXX
12:23	The providers <u>successfully</u> provided <u>oxygen</u> via <u>nasal cannula</u> at a rate of <u>6 LPM</u>	Yes	XXXX
12:24	Vital Signs	Yes	XXXX
12:24	The patient was <u>successfully</u> given <u>impratropium 2.5 mg</u> via <u>nebulized mask</u> with a result of <u>better respiratory effort</u> .	Yes	XXXX
12:24	The patient was <u>successfully</u> given <u>albuterol 2.5 mg</u> via <u>nebulized mask</u> with a result of <u>better respiratory effort</u> .	Yes	XXXX
12:27	The patient was <u>successfully</u> placed on a <u>stretcher</u> and taken out to the ambulance.	No	No
12:29	The unit began transport to <u>ABC Hospital</u> using <u>lights and sirens</u> .	No	No

12:32	Vital Signs	Yes	XXXX
12:33	The patient was <u>successfully</u> given <u>albuterol 2.5 mg</u> via <u>nebulized mask</u> with a result of <u>better respiratory effort</u> .	Yes	XXXX
12:34	An IV was <u>successfully</u> started in the <u>left arm</u> using an <u>18 gauge</u> needle.	Yes	XXXX
12:34	The patient was <u>successfully</u> given <u>methylprednisolone 125 mg</u> via <u>IV</u> with a result of <u>no change</u> .	Yes	XXXX
12:38	The Unit arrived at destination.	No	No
13:15	The Unit was back in-service.	No	No
13:42	The Unit was back in the home location (estimate)	No	No

**The DELETE button is a Boolean where if the writer begins to edit the information in the field it becomes unchecked. Any checked items left over are simply deleted when the writer submits the information.

Other circumstances: The entire notion of "Prior Aid" could be handled in this section. If an event time is reformatted to happen prior to a report's *arrival patient* time, then it should be considered a prior aid event. Then the system will prompt the provider to populate who performed the prior aid. Perhaps even a prior aid assessment button to at least create one event with a click of a single button.

Item 2, Modify Vitals, Procedures, and Medications Data Entry Screens:

Currently the way to document procedures performed, medications given, and vital signs obtained is via a unique screen for each. Unfortunately the amount of information collected is very cumbersome and some report writers do not know what is important to document versus what is simply "additional" information. The solution is to create a basic data entry screen for each item, but also have a button for those who may want to add additional information. The simplified screens will allow for quicker data entry of more pertinent information.

The following are how the basic screens should look after the modification is complete (Note, the programmers should have some degree of latitude as to the appearance to making the screens as functional as possible.

(NEXT PAGE PLEASE)

MEDICATIONS Screen

Mod Time	<input type="text"/>	Crew ID	<input type="text" value="Default"/>	Medication	<input type="text"/>
Dosego	<input type="text"/>	Dose Unit	<input type="text"/>	Route	<input type="text"/>
Response	<input type="text"/>	<input type="button" value="Save"/>	<input type="button" value="Expand"/>	Complication	<input type="text"/>
Comments	<input type="text"/>			Prior to EMS	<input type="text"/>
Authorization	<input type="text"/>	Authorization MD	<input type="text"/>	<input type="button" value="Save"/>	

PROCEDURES Screen

Proc Time	<input type="text"/>	Crew ID	<input type="text" value="Default"/>	Procedure	<input type="text"/>
Proc Location	<input type="text"/>	Proc Size	<input type="text"/>	Attempt	<input type="text"/>
				Success	<input type="text"/>
Response	<input type="text"/>	<input type="button" value="Save"/>	<input type="button" value="Expand"/>	Complication	<input type="text"/>
Comments	<input type="text"/>			Prior to EMS	<input type="text"/>
Authorization MD	<input type="text"/>			<input type="button" value="Save"/>	

VITALS Screen

Vital Time	<input type="text"/>	Crew ID	<input type="text" value="Default"/>	BP	<input type="text"/>	<input type="text"/>	Pulse	<input type="text"/>	Resp	<input type="text"/>
SaO2	<input type="text"/>	EtCO2	<input type="text"/>	Pain	<input type="text"/>	Blood Glucose	<input type="text"/>	Temp	<input type="text"/>	
Glasgow Eye	<input type="text"/>		Verbal	<input type="text"/>		Motor	<input type="text"/>			
Rhythm	<input type="text"/>		<input type="button" value="Save"/>	<input type="button" value="Repeat"/>	<input type="button" value="Expand"/>					
REST OF FIELDS										

Item 3, Assessment Modification:

The TEMSIS system offers two means for a report writer to enter information from a physical assessment of the patient. The first is through a graphical interface where "tags" are added to picture representation of the patient. The other means is via a checkbox method which allows the user the ability to click off on "standard ailments" that might be afflicting the patient. Each has their own drawbacks with the graphic interface being slightly cumbersome in design and non-standard compared to the rest of the system (i.e. Apples and Oranges). The latter concept (matrix design) is more in tune with how the rest of the report is completed, yet it is missing the ability for the provider to document additional items that may require more detail or are non-typical.

This Item will call for the addition of a text field to each anatomic area of the NHTSA Matrix data entry tool (the non-graphical one). This modification should allow for the information to both be reported on any subsequent patient care print-out along with be in compliance with the current NEMSIS standard.

Items 4 & 5; Trauma and Cause of Injury Modification:

Quite simply, the majority of the emergency cases seen by EMS providers are non-traumatic in nature. However, the current system "forces" the writer to go through a section allocated specifically for gathering information about trauma cases. This modification would come in two phases. The first is completely eliminate the trauma questions altogether is the writer documents that "there is no possible injury present."

The second part is if there is a suspected traumatic injury then the system will only present relevant questions according to the trauma type. In other words, a possible injury from a motor vehicle crash will lead to only questions about the motor vehicle crash (not about the patient falling).

Item 6, Cardiac Arrest Modification:

Like the traumatic injury modification above, even less people treated for cardiac arrest. If the report writer chooses cardiac arrest in either the primary or secondary field impressions than it will led to the cardiac arrest information presented to the writer to complete.

Items 7, 8, & 9, Past Medical History, Patient Allergies, & Patient Medications Modifications:

The reporting of the patient's history, medications, and allergies is very important for the continuum of care. And with some patients having a profound medical history, it might take a significant amount of time to document all of this information in the report. This modification calls for a methodology which will streamline the process to enter such information (the methodology is the same for each item). The proposed sequence goes as follows :

Step 1: The writer starts typing what the particular item of interest is (i.e. medication).

Step 2: The computer presents a list of the possible items as the item is being typed in (Look at Yahoo Finance, <http://finance.yahoo.com/> Get Quote search bar for an example).

Step 3: When the writer finds the word, he/she can arrow down to select it. The <ENTER> key will then save it to the list for the patient.

Step 4: The writer repeats the above action as many times as needed.

Step 4a: If the item does not exist on the list, then when the writer is done they still hit the <ENTER> key and that item is saved.

Step 4b: If the writer is done then they can tab to the next field

Note: For this modification to be successful, the other fields associated with the item name needs to be disassociated. In other words, at this time there is little need for the provider to enter the dosage information etc. They may however do so, but it should be done through mouse clicks. The flow is meant to enter all of the meds, tab to the next major category, complete that, and then tab to the last major category.

Item 10, Delay Fields Modification:

The delay fields in the TEMSIS system take up a lot of real estate within the report. However, comparing the space it occupies versus how often the writer makes a modification to the default setting is very disproportionate. The purpose of this modification is to reduce the wasted space and improve the flow of the report. The modification happens by having a question about "Whether there were any delays in the following areas." These "areas" are also known as the delays categories currently found in the patient care report. If the writer signals that there was a delay in one of those categories, then the field expands for them to answer the question. If no modifications are made, then each item remains as the selected default.

Training Expenses: The training will be broken down into three separate sections. The first will be updating the existing user guide documentation to incorporate the added functionality. The user guide updates will take 10 hours in order to complete. The second will be updating ImageTrend University to include new captive demos to outline the new functionality which will take 12 hours to complete. The final piece of training will be to offer two 4-hour webinars in order to educate TEMSIS users on how to use the new functionality.

Other

These improvements will be offered to other states for review to see if they are appropriate for inclusion in a product release for all. Since not all states update at the same time, beta test volunteers will be requested, with hopefully 3 states volunteering. If any respond, then we would update them for a 30 or 60-day beta test evaluation. The beta test evaluation will require consensus agreement as to goals, acceptance level and change request procedure.

APPENDIX A

Event Creation Concatenations

Standard Event Lists for:
No Patient Contact
(E20_10: Cancelled or No Patient Found)

Key:
Underlined = editable
Bold = System Generated unique to this incident
Delete = Can be deleted by Writer
Repeat = Whether event could potentially repeat

Event 1

Time	Event Concatenation	Delete	Repeat
XXXX	The PSAP was notified of this incident (E05_02)	No	No
Details	-The Time is editable but cannot before the above time and not past the present date. -The Time is nullable		

Event 2

Time	Event Concatenation	Delete	Repeat
XXXX	The Dispatcher was notified of this incident (E05_03)	No	No
Details	-The Time is editable but cannot before the above time and not past the present date. -The Time is nullable.		

Event 3

Time	Event Concatenation	Delete	Repeat
XXXX	XXX Agency was notified of this incident (E05_04)	No	No
Details	-The Time is editable but cannot before the above time and not past the present date. -The Time is not nullable. -The application chooses the agency name for the provider.		

Event 4

Time	Event Concatenation	Delete	Repeat
XXXX	<u>Unit</u> responded to the incident location with lights and sirens (E05_04, E02_12, E02_20)	No	No
Details	-The Time is editable but cannot before the above time and not past the present date. -The Time is not nullable when patient information exists. -Unit is editable by the provider via user default followed by dropdown -Lights and Sirens is editable by the provider via user default followed by dropdown.		

Event 5

Time	Event Concatenation	Delete	Repeat
XXXX	The unit arrived at the incident scene. (E05_06)	No	No
Details	-The Time is editable but cannot before the above time and not past the present date. -The Time is not nullable when patient information exists.		

Event 6

Time	Event Concatenation	Delete	Repeat
XXXX	The unit was cancelled. (E05_12)	No	No
Details	-The Time is editable but cannot before the above time and not past the present date. -The Time is not nullable when Cancelled was chosen at the Incident Disposition type (E20_10).		

Event 7

Time	Event Concatenation	Delete	Repeat
XXXX	The Unit was back in-service (E05_11)	No	No
Details	-The Time is editable, but cannot be before the E05_06 time OR E05_12 time. -Time is not nullable.		

Event 8

Time	Event Concatenation	Delete	Repeat
XXXX	The Unit was back in the home location (E05_13)	No	No
Details	-The Time is editable, but cannot be before the previous time. -Time is not nullable.		

**Standard Event Lists for:
The patient is Not Treated and Not Transported
(E20_10: No Treatment Required)**

Key:
 Underlined = editable
 Bold = System Generated unique to this incident
 Delete = Can be deleted by Writer
 Repeat = Whether event could potentially repeat

Event 1

Time	Event Concatenation	Delete	Repeat
XXXX	The PSAP was notified of this incident (E05_02)	No	No
Details	-The Time is editable but cannot be before the above time and not past the present date. -The Time is nullable.		

Event 2

Time	Event Concatenation	Delete	Repeat
XXXX	The Dispatcher was notified of this incident (E05_03)	No	No
Details	-The Time is editable but cannot be before the above time and not past the present date. -The Time is nullable.		

Event 3

Time	Event Concatenation	Delete	Repeat
XXXX	XXX Agency was notified of this incident (E05_04)	No	No
Details	-The Time is editable but cannot be before the above time and not past the present date. -The Time is not nullable. -The application chooses the agency name for the provider.		

Event 4

Time	Event Concatenation	Delete	Repeat
XXXX	<u>Unit</u> responded to the incident location <u>with lights and sirens</u> (E05_04, E02_12, E02_20)	No	No
Details	-The Time is editable but cannot be before the above time and not past the present date. -The Time is not nullable when patient information exists. -Unit is editable by the provider via user default followed by dropdown -Lights and Sirens is editable by the provider via user default followed by dropdown.		

Event 5

Time	Event Concatenation	Delete	Repeat
XXXX	The unit arrived at the incident scene. (E05_06)	No	No
Details	-The Time is editable but cannot be before the above time and not past the present date. -The Time is not nullable when patient information exists.		

Event 6

Time	Event Concatenation	Delete	Repeat
XXXX	The providers arrived at the patient (E05_07)	No	No
Details	-Concatenation should not be created if not applicable (cancellation, etc.) -The Time is editable but cannot be before the above time and not past the present date. -The Time is not nullable when patient information exists.		

Event 7

Time	Event Concatenation	Delete	Repeat
XXXX	The providers <u>successfully</u> provided a patient assessment (E19_01, E19_03, & E19_06)	Yes	Yes
Details	-The Time is editable, but if before the E05_07 time then the provider must fill out Prior Aid information. -Repeat is "Repeat Time" and not just a Boolean.		

Event 8

Time	Event Concatenation	Delete	Repeat
XXXX	Vital Signs (E14 section)	Yes	Yes
Details	-The Time is editable, but if before the E05_07 time then the provider must fill out Prior Aid information. -Repeat is "Repeat Time" and not just a Boolean.		

Event 9

Time	Event Concatenation	Delete	Repeat
XXXX	The Unit was back in-service (E05_11)	No	No
Details	-The Time is editable, but cannot be before the E05_06 time OR E05_12 time. -Time is not nullable.		

Event 10

Time	Event Concatenation	Delete	Repeat
XXXX	The Unit was back in the home location (E05_13)	No	No
Details	-The Time is editable, but cannot be before the previous time. -Time is not nullable.		

Note: It would be nice if the data system recognizes if a treatment (medication or procedure) was employed other than the above ones. The system should prompt the writer to change the report type.

**Standard Event Lists for:
The Patient is Treated and Not Transported
(E20_10: Patient Refused Care, Treated and Released,
Treated, and Transported by Law Enforcement,
Treated, and Transported by Private Vehicle)**

Key:

Underlined = editable

Bold = System Generated unique to this incident

Delete = Can be deleted by Writer

Repeat = Whether event could potentially repeat

Event 1

Time	Event Concatenation	Delete	Repeat
XXXX	The PSAP was notified of this incident (E05_02)	No	No
Details	-The Time is editable but cannot before the above time and not past the present date. -The Time is nullable		

Event 2

Time	Event Concatenation	Delete	Repeat
XXXX	The Dispatcher was notified of this incident (E05_03)	No	No
Details	-The Time is editable but cannot before the above time and not past the present date. -The Time is nullable.		

Event 3

Time	Event Concatenation	Delete	Repeat
XXXX	XXX Agency was notified of this incident (E05_04)	No	No
Details	-The Time is editable but cannot before the above time and not past the present date. -The Time is not nullable. -The application chooses the agency name for the provider.		

Event 4

Time	Event Concatenation	Delete	Repeat
XXXX	<u>Unit</u> responded to the incident location <u>with lights and sirens</u> (E05_04, E02_12, E02_20)	No	No
Details	-The Time is editable but cannot before the above time and not past the present date. -The Time is not nullable when patient information exists. -Unit is editable by the provider via user default followed by dropdown -Lights and Sirens is editable by the provider via user default followed by dropdown.		

Event 5

Time	Event Concatenation	Delete	Repeat
XX	The unit arrived at the incident scene. (E05_06)	No	No
Details	-The Time is editable but cannot before the above time and not past the present date.		

-The Time is not nullable when patient information exists.			
Event 6			
Time	Event Concatenation	Delete	Repeat
XXXX	The providers arrived at the patient (E05_07)	No	No
Details	-Concatenation should not be created if not applicable (cancellation, etc.) -The Time is editable but cannot before the above time and not past the present date. -The Time is not nullable when patient information exists.		

Event 7			
Time	Event Concatenation	Delete	Repeat
XXXX	The providers <u>successfully</u> provided a patient assessment (E19_01, E19_03, & E19_06)	Yes	Yes
Details	-The Time is editable, but if before the E05_07 time then the provider must fill out Prior Aid information. -Repeat is "Repeat Time" and not just a Boolean.		

Event 8			
Time	Event Concatenation	Delete	Repeat
XXXX	Vital Signs (E14 section)	Yes	Yes
Details	-The Time is editable, but if before the E05_07 time then the provider must fill out Prior Aid information. -Repeat is "Repeat Time" and not just a Boolean.		

Event 9			
Time	Event Concatenation	Delete	Repeat
XXXX	The Unit was back in-service (E05_11)	No	No
Details	-The Time is editable, but cannot be before the E05_06 time OR E05_12 time. -Time is not nullable.		

Event 10			
Time	Event Concatenation	Delete	Repeat
XXXX	The Unit was back in the home location (E05_13)	No	No
Details	-The Time is editable, but cannot be before the previous time. -Time is not nullable.		

Standard Event Lists for:
A Transfer of Care
 (E20_10: Treated, Transferred Care)

Key:
 Underlined = editable
 Bold = System Generated unique to this incident
 Delete = Can be deleted by Writer
 Repeat = Whether event could potentially repeat

Event 1

Time	Event Concatenation	Delete	Repeat
XXXX	The PSAP was notified of this incident (E05_02)	No	No
Details	-The Time is editable but cannot be before the above time and not past the present date. -The Time is nullable		

Event 2

Time	Event Concatenation	Delete	Repeat
XXXX	The Dispatcher was notified of this incident (E05_03)	No	No
Details	-The Time is editable but cannot be before the above time and not past the present date. -The Time is nullable.		

Event 3

Time	Event Concatenation	Delete	Repeat
XXXX	XXX Agency was notified of this incident (E05_04)	No	No
Details	-The Time is editable but cannot be before the above time and not past the present date. -The Time is not nullable. -The application chooses the agency name for the provider.		

Event 4

Time	Event Concatenation	Delete	Repeat
XXXX	<u>Unit responded to the incident location with lights and sirens</u> (E05_04, E02_12, E02_20)	No	No
Details	-The Time is editable but cannot be before the above time and not past the present date. -The Time is not nullable when patient information exists. -Unit is editable by the provider via user default followed by dropdown -Lights and Sirens is editable by the provider via user default followed by dropdown.		

Event 5

Time	Event Concatenation	Delete	Repeat
XXXX	The unit arrived at the incident scene. (E05_06)	No	No
Details	-The Time is editable but cannot be before the above time and not past the present date. -The Time is not nullable when patient information exists.		

Event 6

Time	Event Concatenation	Delete	Repeat
XXXX	The providers arrived at the patient (E05_07)	No	No
Details	-Concatenation should not be created if not applicable (cancellation, etc.) -The Time is editable but cannot before the above time and not past the present date. -The Time is not nullable when patient information exists.		

Event 7

Time	Event Concatenation	Delete	Repeat
XXXX	The providers <u>successfully</u> provided a patient assessment (E19_01, E19_03, & E19_06)	Yes	Yes
Details	-The Time is editable, but if before the E05_07 time then the provider must fill out Prior Aid information. -Repeat is "Repeat Time" and not just a Boolean.		

Event 8

Time	Event Concatenation	Delete	Repeat
XXXX	Vital Signs (E14 section)	Yes	Yes
Details	-The Time is editable, but if before the E05_07 time then the provider must fill out Prior Aid information. -Repeat is "Repeat Time" and not just a Boolean.		

Event 9

Time	Event Concatenation	Delete	Repeat
XXXX	The unit began transport to <u>Destination</u> using lights and sirens. (On-scene time: XXX minutes). (E05_09, E20_01, & E20_14)	No	No
Details	-Concatenation should not be created if not applicable (pt refusal, no patient, etc.) -The time is editable, but if before the E05_07 time and not past the present date. -Time is not nullable for a patient transport incident.		

Event 10

Time	Event Concatenation	Delete	Repeat
XXXX	The Unit arrived at destination (E05_10)	Yes	Yes
Details	-Concatenation should not be created if not applicable (pt refusal, no patient, etc.) -The time is editable, but cannot be before the E05_09 time and is not applicable in a non-transporting situation. -Time is not nullable for a patient transport incident and when E05_09 is completed.		

Event 11

Time	Event Concatenation	Delete	Repeat
XXXX	The Unit was back in-service (E05_11)	No	No
Details	-The Time is editable, but cannot be before the E05_06 time OR E05_12 time. -Time is not nullable.		

Event 12

Time	Event Concatenation	Delete	Repeat
XXXX	The Unit was back in the home location (E05_13)	No	No
Details -The Time is editable, but cannot be before the previous time. -Time is not nullable.			

Note: The destination cannot be a hospital. If so, then it should be reclassified as a "Treated, Transported by EMS" disposition.

Standard Event Lists for:
The Patient is Treated and Transported
(E20_10: Treated, Transported by EMS)

Key:
Underlined = editable
Bold = System Generated unique to this incident
 Delete = Can be deleted by Writer
 Repeat = Whether event could potentially repeat

Event 1

Time	Event Concatenation	Delete	Repeat
<u>XXXX</u>	The PSAP was notified of this incident (E05_02)	No	No
Details	-The Time is editable but cannot before the above time and not past the present date. -The Time is nullable		

Event 2

Time	Event Concatenation	Delete	Repeat
<u>XXXX</u>	The Dispatcher was notified of this incident (E05_03)	No	No
Details	-The Time is editable but cannot before the above time and not past the present date. -The Time is nullable.		

Event 3

Time	Event Concatenation	Delete	Repeat
<u>XXXX</u>	XXX Agency was notified of this incident (E05_04)	No	No
Details	-The Time is editable but cannot before the above time and not past the present date. -The Time is not nullable. -The application chooses the agency name for the provider.		

Event 4

Time	Event Concatenation	Delete	Repeat
<u>XXXX</u>	<u>Unit responded to the incident location with lights and sirens</u> (E05_04, E02_12, E02_20)	No	No
Details	-The Time is editable but cannot before the above time and not past the present date. -The Time is not nullable when patient information exists. -Unit is editable by the provider via user default followed by dropdown -Lights and Sirens is editable by the provider via user default followed by dropdown.		

Event 5

Time	Event Concatenation	Delete	Repeat
<u>XXXX</u>	The unit arrived at the incident scene. (E05_06)	No	No
Details	-The Time is editable but cannot before the above time and not past the present date. -The Time is not nullable when patient information exists.		

Event 6

Time	Event Concatenation	Delete	Repeat
XXXX	The providers arrived at the patient (E05_07)	No	No
Details	-Concatenation should not be created if not applicable (cancellation, etc.) -The Time is editable but cannot be before the above time and not past the present date. -The Time is not nullable when patient information exists.		

Event 7

Time	Event Concatenation	Delete	Repeat
XXXX	The providers <u>successfully</u> provided a patient assessment (E19_01, E19_03, & E19_06)	Yes	Yes
Details	-The Time is editable, but if before the E05_07 time then the provider must fill out Prior Aid information. -Repeat is "Repeat Time" and not just a Boolean.		

Event 8

Time	Event Concatenation	Delete	Repeat
XXXX	Vital Signs (E14 section)	Yes	Yes
Details	-The Time is editable, but if before the E05_07 time then the provider must fill out Prior Aid information. -Repeat is "Repeat Time" and not just a Boolean.		

Event 9

Time	Event Concatenation	Delete	Repeat
XXXX	The patient was <u>successfully</u> placed on a <u>stretcher</u> and taken out to the ambulance. (E19_01, E19_03, & E19_06)	No	No
Details	-Concatenation should not be created if not applicable (pt refusal, no patient, etc.) -The time is editable, but if before the E05_07 time and not past the present date. -Time is not nullable for a patient transport incident.		

Event 10

Time	Event Concatenation	Delete	Repeat
XXXX	The unit began transport to <u>Destination</u> using <u>lights and sirens</u> . (On-scene time: XXX minutes). (E05_09, E20_01, & E20_14)	No	No
Details	-Concatenation should not be created if not applicable (pt refusal, no patient, etc.) -The time is editable, but if before the E05_07 time and not past the present date. -Time is not nullable for a patient transport incident.		

Event 11

Time	Event Concatenation	Delete	Repeat
XXXX	The Unit arrived at destination (E05_10)	Yes	Yes
Details	-Concatenation should not be created if not applicable (pt refusal, no patient, etc.) -The time is editable, but cannot be before the E05_09 time and is not applicable in a non-transporting situation. -Time is not nullable for a patient transport incident and when E05_09 is completed.		

Event 12

Time	Event Concatenation	Delete	Repeat
XXXX	The patient's condition at the destination was Improved (E20_15)	Yes	Yes
Details	-Concatenation should not be created if not applicable (pt refusal, no patient, etc.) -The time is editable, but cannot be before the E05_10 time and is not applicable in a non-transporting situation. (The time should be the same as (E05_10) -Time is not nullable for a patient transport incident and when E05_09 is completed.		

Event 13

Time	Event Concatenation	Delete	Repeat
XXXX	The Unit was back in-service (E05_11)	No	No
Details	-The Time is editable, but cannot be before the E05_10 time for a transporting situation. -Time is not nullable.		

Event 14

Time	Event Concatenation	Delete	Repeat
XXXX	The Unit was back in the home location [Estimated] (E05_13)	No	No
Details	-The Time is editable, but cannot be before the previous time. -Time is not nullable.		

Optional Events

Optional Event 1: If a procedure or medication is given prior to the Unit's arrival at the patient (E), then it is considered Prior-Aid. So the following concatenations will be added (With the expectation that one or the other is deleted)

Time	Event Concatenation	Delete	Repeat
<u>XXXX</u>	ABC Ambulance arrived on-scene [estimated] to perform prior aid on the patient. (E08_04, First Responder Agency)	Yes	No
Details	-The Time is editable. -Time is not nullable unless this procedure is deleted.		

Time	Event Concatenation	Delete	Repeat
<u>XXXX</u>	Law Enforcement arrived on-scene [estimated] to perform prior aid on the patient. (E08_04, Other services at Scene)	Yes	No
Details	-The Time is editable. -Time is not nullable unless this procedure is deleted.		

Optional Event 2: If "Cervical Spinal Immobilization – Rigid Collar" is selected; THEN the following is created:

Time	Event Concatenation	Delete	Repeat
<u>XXXX</u>	The patient had spinal immobilization – long backboard successfully applied. (E19_01, E19_03, & E19_06)	No	No
Details	-The Time is editable and one minute after the "Cervical Spinal" procedure was performed. -Time is not nullable.		

Time	Event Concatenation	Delete	Repeat
<u>XXXX</u>	Spinal assessment – no deficits noted. (E19_01 & E19_03)	No	No
Details	-The Time is editable and zero minutes after the "Spinal Immobilization" procedure was performed. -Time is not nullable. -The two choices for the underlined area are the above AND "Spinal assessment – deficits noted"		

Optional Event 3: If "Spinal Immobilization – KED" is selected, THEN the following is created:

Time	Event Concatenation	Delete	Repeat
<u>XXXX</u>	The patient had spinal immobilization – long backboard successfully applied. (E19_01, E19_03, & E19_06)	No	No
Details	-The Time is editable and one minute after the "Cervical Spinal" procedure was performed. -Time is not nullable.		

Time	Event Concatenation	Delete	Repeat
XXXX	Spinal assessment – no deficits noted. (E19_01 & E19_03)	No	No
Details	-The Time is editable and zero minutes after the "Spinal Immobilization" procedure was performed. -Time is not nullable. -The two choices for the underlined area are the above AND "Spinal assessment – deficits noted"		

Optional Event 4: If "Airway – Endotracheal Intubation" OR "Airway – King LT-D" OR "Airway – combitube" OR "Airway – laryngeal mask" OR "Airway – nasotracheal intubation" OR "Airway – rapid sequence induction" is selected, THEN the following is created:

Time	Event Concatenation	Delete	Repeat
XXXX	Successful airway-ECO2 monitoring performed. (E19_01, E19_06, & E19_03)	No	No
Details	-The Time is editable and zero minutes after the "Airway – Endotracheal Intubation" procedure was performed. -Time is not nullable.		

Time	Event Concatenation	Delete	Repeat
XXXX	Oxygen by positive pressure device provided to the patient with a/an <u>improved</u> response. (E18_01, E18_03, & E18_07)	No	No
Details	-The Time is editable and zero minutes after the "Airway – Endotracheal Intubation" procedure was performed. -Time is not nullable. -The remaining items of this "Medication" procedure are defaulted to "15" for E18_05 and defaulted to the Medication Standards for the rest.		

Optional Event 5: If "Venous Access – Extremity" OR "Venous Access – Existing catheter/IV monitoring" OR "Venous Access – external jugular" OR "Venous Access – femoral line" OR "Venous Access – internal jugular" OR "Venous Access – intraosseous adult" OR "Venous Access – intraosseous pediatric" OR "Venous Access – subclavian" OR "Venous Access – is selected, THEN the following is created:

Time	Event Concatenation	Delete	Repeat
XXXX	<u>Normal saline</u> provided to the patient with a/an <u>improved</u> response. (E18_01, E18_03, & E18_07)	No	No
Details	-The Time is editable and zero minutes after the "Venous access – ..." procedure was performed. -Time is not nullable. -The remaining items of this "Medication" procedure are defaulted to 15 for E18_05 and defaulted to the Medication Standards for the rest. -The choices for E18_03 (the underlined area) are the above AND "Normal Saline – 0.45%" AND "D5W (Dextrose 5% in water)" AND "D5W w/ ½ Normal Saline" AND "Lactated Ringers".		

) Department of Safety 2005 005 – Trauma and Emergency Medical Services Information
System Amendment A Attachment B

SAMPLE - System Implementation Deliverable Testing Plan

May 11, 2009

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Test Plan

Introduction

Purpose

The purpose of the Test Plan for the SAMPLE - System Implementation is to:

- Provide a central artifact to govern the strategic approach of the testing effort. It defines the general approach to be employed when testing the system and implementation and when evaluating the results of that testing. Planning artifacts will refer to the System Implementation Test Strategy and this System Implementation Test plan regarding the governing of detailed testing work.
- Provide visible confirmation for stakeholders to ensure that adequate consideration has been given to the governing of the testing effort and, where appropriate, to have those stakeholders approve the strategy.

This Test Plan also supports the following specific objectives:

- Identifies items that should be targeted by the tests.
- Identifies the motivation for and ideas behind the test areas to be covered.
- Outlines the testing approach, methods and techniques that will be used.
- Identifies the required resources and associated responsibilities.
- Identifies the environments for each level of testing.
- Lists the deliverable elements of the testing process.

Scope

This Test Plan will cover the following testing levels as identified in the testing strategy:

- System Test
- User Acceptance Test

Testing Plan

Overview

System Test is the testing of the existing product and new and/or changed code in the product to confirm the proper functioning of the system within the production technical environment with the client specific data. It confirms stability and general functionality that the system operates as defined and expected by ImageTrend. As a Commercial Off The Shelf (COTS) product, system testing is conducted as part of the development and release of each version of the product. The results of systems testing of SAMPLE specific changes will be reviewed with SAMPLE, however SAMPLE personnel will not be directly involved in the system testing itself.

User Acceptance Testing is the final testing of existing product and new and/or changed code in the product under business use cases. The purpose of User Acceptance Testing is for the State Emergency Medical Service users of the system to understand the procedural, environmental and organizational impact of the new system on the daily activities of users and allow for system configuration where desired and appropriate.

Stress Testing measures the point at which the application will degrade under a load. If the degradation point is within 75-80% of the maximum foreseeable load, then tuning should occur to bring the degradation point less than 75% of the maximum foreseeable load. Tuning involves changing configurations of the underlying systems programs in order to improve performance.

Testing Procedures

System Test

System Test Entry Criteria

The criteria that determine when system testing can begin include the following:

- Completion of the work allocated for the development sprint(s) to be tested
- Loading or importing of test data into the system test environment
- Completion of the test configurations in the test environment

System Elements Targeted by Tests

ImageTrend will test the following areas within the system:

- Testing against SOW Acceptance Criteria (General system, functional reqs, reports)
- Functional testing
- testing of all new Sample Customer specific fields and reporting of those fields in isolation and consolidated
- imports and exports
- calculations
- error handling
- Boundary testing (testing boundary values, invalid, typical, constraints)
- Stress testing (running year end reports, custom reports, multiple users, etc)
- Scenario Testing
- Risk Testing (test against past problem areas)
- Automatic Testing (what is automated vs manual, multiple simultaneous users)
- Security
- Performance – band width testing, multiple users accessing database concurrently.
- System Response – Average response time from server should be within three seconds at core location under a peak load. This three seconds excludes delays associated with telecommunications related overhead or service provider.

System Test Methods and Techniques

ImageTrend employs multiple levels of system test to assure that the products we deliver as COTS solutions meet our standards of quality: As a proprietary COTS solution, the internal methods and procedures used by ImageTrend are not exposed to the public.

System Test Environment and Tools

ImageTrend performs tests in multiple environments to assure that the products we deliver as COTS solutions meet our standards of quality of service. As a proprietary COTS solution, ImageTrend provides a list of Systems Specifications and Requirements that define the technical and environmental parameters for our products. A current copy will be provided to SAMPLE by the Implementation Manager during implementation.

System Test Documentation and Tracking

System Testing will be tracked and reported by the ImageTrend Implementation Manager/Team using ImageTrend's Product Management System (TFS) An example of a log entry can be seen in Appendix A.

Status of the logged items will be reported weekly by the ImageTrend Implementation Manager through an Open Items Report. An example of an Open Items Report can be seen in Appendix B.

System Test Plan Exit Criteria

The criteria that determine when the system testing is complete, or that continued execution provides no further benefit, include the following:

- Successful execution of all system test scripts and activities
- No defects of any severity remaining from system testing unless the issue is determined to be low impact, low risk. SAMPLE specific features to be reviewed with Implementation Manager and SAMPLE Sponsor for acceptable resolution.
- Average response request from server is 3 second response for the application at core location under a peak load. This 3 seconds excludes delays associated with telecommunications related overhead or service provider.

Suspension and Resumption Criteria

No special criteria for suspension and resumption of system testing are required. The system tester(s) will use their best judgment to determine if changes (data or configuration) are needed before system testing can be completed. Each test must be completed on the version (of the product) that will be promoted to the User Acceptance testing environment (staging or production).

User Acceptance Test

User Acceptance Test Entry Criteria

The criteria that determine when user acceptance testing can begin include the following:

- Establishment of a functioning production environment at ImageTrend
- Loading or importing of SAMPLE specific legacy data
- Release of a production version of the Rescue Bridge that includes all SAMPLE specific changes
- Completion of the SAMPLE specific configurations including the run form

System Elements Targeted by Tests

SAMPLE will test the following areas within the system:

- Testing against SOW Acceptance Criteria from a user perspective
- Usability, accessibility, and speed
- Performance – band width testing.

User Acceptance Test Methods and Techniques

ImageTrend will work with SAMPLE to guide the User Acceptance Testing process, recommending standard business activities to be performed to assure the smooth and effective adoption of the system into their environment. However, UAT and the development of the methods and techniques for UAT is the responsibility of SAMPLE.

Anticipated methods of test are:

- Scenario Testing: (how are run reports inputted, saved, modified? what data is typically input, missing, reported? testing based on roles of users from lowest user to highest)
- User Testing (users from identified fire departments input test data and provide feedback)

User Acceptance Test Environment and Tools

User Acceptance Testing will be performed by SAMPLE personnel using an ImageTrend Production Site that

meets the environmental specifications outlined in the list of Systems Specifications and Requirements and the relevant production release of the Rescue Bridge, configured to SAMPLE specifications.

User Acceptance Test Documentation and Tracking

User Acceptance Testing will be monitored by the ImageTrend Implementation Manager/Team in coordination with the responsible SAMPLE personnel. Completion of the items identified in the SOW will be agreed upon by both parties. Tracking of test results during UAT will be the responsibility of SAMPLE testers. Logging of results for changes or fixes will be done through the Implementation Manager using ImageTrend's Product Management System (TFS). An example of a log entry can be seen in Appendix A. Status of the logged items will be reported weekly by the ImageTrend Implementation Manager through an Open Items Report. An example of an Open Items Report can be seen in Appendix B.

User Acceptance Test Plan Exit Criteria

The criteria that determine when the User Acceptance Testing is complete, or that continued execution provides no further benefit, include the following:

- Successful execution of all acceptance test scripts by SAMPLE
- No defects of any severity remaining from user acceptance testing unless the issue is determined to be low impact, low risk. SAMPLE specific features to be reviewed with Implementation Manager and SAMPLE Sponsor for acceptable resolution.

Suspension and Resumption Criteria

No special criteria for suspension and resumption of User Acceptance Testing are required. The SAMPLE tester(s) with guidance from the ImageTrend's Implementation Team will use their best judgment to determine if changes (data or configuration) are needed before testing can be completed. Each test must be completed on the version (of the product) that will be promoted to the production environment.

Test Deliverables

System Test

The System Test deliverables for all releases of ImageTrend COTS products are:

- Working software and database installed on an ImageTrend production simulated SAMPLE site
- Release notes for changes from the prior version of the software
- Updated user manuals where appropriate
- Test documentation is done by using the ImageTrend TFS system. By accessing the development tasks associated with each SAMPLE field we identify the completed tasks and test for functionality within the NFIRS run form. All defects that require development are entered and logged in the ImageTrend TFS system. Testing is tracked via the TFS Testing Matrix and time is logged with in the ImageTrend TimeSheet application. See appendix C for a copy of the Test Matrix.
- Test Metrics and Measurements: Sample Customer specific development was tested in our test environment by our lead subject matter expert and lead developer. All fields were tested for use within the standard NFIRS form and it was verified that they could be stored and retrieved. All fields passed testing and no additional development was required.

The Implementation Manager/Team will be responsible for distribution and oversight of test deliverables.

User Acceptance Test

The User Acceptance Test deliverables for SAMPLE are:

- Working software and database packaged for installation on a properly configured SAMPLE site
- UAT testing log of identified items and disposition (UAT Test Log)
- Release notes for changes from the prior version of the software
- Updated user manuals or other educational materials where appropriate

Once all testing has been successfully completed, the system will be deemed ready for deployment to SAMPLE. The Implementation Team will work with SAMPLE personnel to coordinate the proper installation of the package into the SAMPLE environment. ImageTrend will provide the Systems Specifications and Requirements, relevant production release and configuration information to enable the creation of the SAMPLE production server. The Production Server testing will be monitored by the ImageTrend Implementation Manager/Team in coordination with the responsible SAMPLE personnel. Tracking of test results during Production Server testing will be the responsibility of SAMPLE testers.

Test Data Management

System Test

The Product Development team will create test data/criteria necessary for system testing. These criteria may be based on data created/populated using existing legacy production data. The data will need to be coordinated with the ImageTrend Implementation/Product Manager/Team executing and verifying the testing.

User Acceptance Test

The Implementation Team will configure the system and import the test data necessary for SAMPLE to perform the User Acceptance Testing. These criteria may be based on data created/populated using existing legacy production data. The data will need to be coordinated with the ImageTrend Implementation/Product Manager/Team executing and verifying the testing. All metrics and measurements for UAT will be developed by SAMPLE personnel.

Roles and Responsibilities

See Deliverable 1.3.4

ImageTrend Staff Name, Role, Contact Info

TABLE 1: SAMPLE Test Staff

Name & Role	Email	Phone
Project Manager		

Test Schedule

TABLE 2: Milestones

Milestone/Release	Planned Start Date	Planned End Date	Estimated Effort

Milestone/Release	Planned Start Date	Planned End Date	Estimated Effort

Test Environment

System Test

	Workstations	Application Server	Mainframe	Mail Server	Database Server
Name	N/A	State Bridge	N/A	N/A	N/A
Software	Microsoft IE	Microsoft IIS	N/A	N/A	N/A
Physical Location	SAMPLE	ImageTrend Staging	N/A	N/A	N/A
IP Address	N/A		N/A	N/A	N/A
URL/Database	N/A	N/A	N/A	N/A	N/A

User Acceptance Test

	Workstations	Application Server	Mainframe	Mail Server	Database Server
Name	N/A	Receive Report Web Service	N/A	N/A	N/A
Software	Microsoft IE	Microsoft IIS	N/A	N/A	N/A
Physical Location	SAMPLE	ImageTrend Production Data Center	N/A	N/A	N/A
IP Address	N/A		N/A	N/A	N/A
URL/Database	N/A	N/A	N/A	N/A	N/A

Appendix A

TFS

TFS is our internal system for tracking tasks that involve development. Durring the User Acceptance Process and Alpha Testing all identified enhancements will be logged and tracked via the TFS system. A report will be provided to SAMPLE via Microsoft Excel Spread Sheet. Only open items that require development identified through the Alpha System will be tracked in TFS.

The screenshot shows a web browser window titled "New Task 1 (Modified) - Microsoft Team System Web Access - Windows Internet Explorer". The browser's address bar shows "http://localhost:1883/". The page content includes a "Close Editor" button in the top right. Below it, a message states: "New Task 1 (Modified): Field 'Title' cannot be empty." The form fields are as follows:

- Title:** [Empty text box]
- Task Specifics:**
 - Requested By:** Internal
 - Date Requested:** [Empty text box]
- Classification:**
 - Area:** Implementations
 - Iteration:** Implementations
 - Classification:** [Empty dropdown]
 - Discipline:** [Empty dropdown]
 - Destination:** [Empty dropdown]
- Status:**
 - Assigned to:** Unassigned
 - Severity:** Medium
 - Rank:** [Empty dropdown]
 - State:** Active
 - Reasons:** New
 - Requires review:** No

At the bottom of the form, there are tabs for "Description", "Test Cases", "Release Notes", "History", "Links", "File Attachments", and "Details". The "Description" tab is active, showing a large empty text area. The browser's status bar at the bottom indicates "Local intranet | Protected Mode: On" and "100%".

Appendix B

Open Items Report

All enhancement request and defects during the training process will be logged by SAMPLE into the Sample Customer Testing Report. And Sent to Joe Graw at ImageTrend to review. All Testing Reports will be logged into the Sample Customer Fire Bridge Testing Dashboard which will be reviewed weekly

Appendix C

Testing Matrix

After completion of development tasks associated with the sprint are logged in TFS and loaded to the testing matrix. This repository tracks all tasks that require testing and are logged by each tester when work is complete.



RICHARD M. FLYNN
COMMISSIONER

State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER

JAMES H. HAYES BLDG. 10 HAZEN DR. CONCORD, NH 03305
603/271-2791

*Rich Mason
Fred Jonrock
Lynghausen
EMS Newbury Junction*

resent 2/14/05

*QAL
2/25/05
#70A*

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

February 14, 2005

REQUESTED ACTION

Authorize the Department of Safety, Division of Fire Standards and Training and Emergency Medical Services to contract with Image Trend, Inc., 20890 Kenbridge Ct., Lakeview, MN 55044, vendor number 124002 in the amount of \$497,000 for a five year contract for a Trauma and Emergency Medical Services Information System. This contract will be effective with the date of Governor and Council approval through February 28, 2010. Funding is available as follows:

	<u>Amount</u>	<u>Funding</u>
FY 05 -	\$236,000.00	010-023-4206-090
FY 06 -	\$52,200.00	010-023-5480-091
FY 07 -	\$52,200.00	010-023-5480-091
FY 08 -	\$52,200.00	010-023-5480-091
FY 09 -	\$52,200.00	010-023-5480-091
FY 10 -	\$52,200.00	010-023-5480-091

EXPLANATION

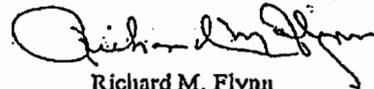
The Division and a consensus process representing thirty (30) stakeholders developed TEMSIS. TEMSIS will fulfill RSA 21-P:12-b, II(g) to "Establish a data collection and analysis capability that provides for the evaluation of the emergency medical and trauma services system." It was determined that an Internet based method of collecting ambulance call information would be needed.

On July 10, 2004 the Request for Proposal was posted on the State's website, in addition over 300 invitations were mailed to vendors. A vendors conference was held on August 3, 2004 with 17 vendors in attendance. The bids were due on September 17, 2004. Two vendors responded, Image Trend of Lakeville, Mn. and Optistat of West Mifflin, PA.

The evaluation consisted of a Performance Measurement Scoring as well price consideration. Optistat's price was \$4,700 lower than Image Trend. The performance measurement scores were graded by five reviewers: two Emergency Medical Services Stakeholders, the Asst. Director of OIT and two division employees. Image Trend scored higher in two out of the three measurements: Vendor Solution and Vendor qualifications were areas of higher scoring. Both scored the same for Project Management. Overall, Image Trend scored 53.9 points higher than Optistat. In conclusion, the team selected Image Trend based on their system solution and qualifications.

Image Trend will provide software and a repository for ambulance call information as they have for other states including Minnesota and Nebraska. Users of the systems will be able to access the information at any time with an Internet connected computer.

Respectfully submitted,



Richard M. Flynn
Commissioner of Safety

RMF/sab
O/c image trend corp. 2-3-05



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER

JAMES H. HAYES BLDG. 10 HAZEN DR. CONCORD, NH 03305
603/271-2791

*Sent to Don
2/10/05*

RICHARD M. FLYNN
COMMISSIONER

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

February 10, 2005

REQUESTED ACTION

Authorize the Department of Safety, Division of Fire Standards and Training and Emergency Medical Services to contract with Image Trend, Inc., 20890 Kenbridge Ct., Lakeview, MN 55044, vendor number 124002 in the amount of \$497,000 for a five year contract for a Trauma and Emergency Medical Services Information System. This contract will be effective with the date of Governor and Council approval through February 28, 2010. Funding is available as follows:

	<u>Amount</u>	<u>Funding</u>
FY 05 -	\$236,000.00	010-023-4206-090
FY 06 -	\$52,200.00	010-023-5480-091
FY 07 -	\$52,200.00	010-023-5480-091
FY 08 -	\$52,200.00	010-023-5480-091
FY 09 -	\$52,200.00	010-023-5480-091
FY 10 -	\$52,200.00	010-023-5480-091

EXPLANATION

The Division and a consensus process representing thirty (30) stakeholders developed TEMSIS. TEMSIS will fulfill RSA 21-P:12-b, II(g) to "Establish a data collection and analysis capability that provides for the evaluation of the emergency medical and trauma services system." It is an Internet based method of collecting ambulance call information. Image Trend will provide software and a repository for ambulance call information as they have for other states including Minnesota and Nebraska. Users of the systems will be able to access the information at any time with an Internet connected computer.

The two vendors bidding on Contract 2005-005 were Image Trend and OptiStat. Though OptiStat's price was \$5,700 lower than Image Trend's price their bid had no startup costs. Therefore no federal funds would have been available for the project, as the federal funding included start-up costs only. Costs for this project would have increased the State's obligation an additional \$230,000 had OptiStat been the selected vendor.

Respectfully submitted,

Richard M. Flynn
Commissioner of Safety

RMF/sab
G/c image trend corp. 2-3-05

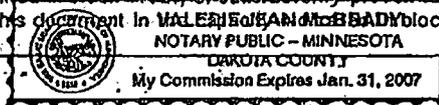
Trauma and Emergency Medical Services Information System

AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1 State Agency Name Department of Safety		1.2 State Agency Address 33 Hazen Dr. Concord, NH 03305	
1.3 Contractor Name ImageTrend, Inc.		1.4 Contractor Address 20890 Kenbridge Ct. Lakeville, MN 55044	
1.5 Account No. 4206-090 5480-091	1.6 Completion Date 2/28/2010	1.7 Audit Date 05/31/2010	1.8 Price Limitation \$497,000.00
1.9 Contracting Officer for State Agency Richard A. Mason		1.10 State Agency Telephone Number (603)271-0322	
1.11 Contractor Signature <i>Michael J. McBrady</i>		1.12 Name & Title of Contractor Signor Michael J. McBrady, President	
1.13 Acknowledgment: State of Minnesota County of Minnesota <i>Dakota</i> On 2/1/05, before the undersigned officer, personally appeared the person identified in block 1.11, and acknowledged that s/he executed this document in the presence of the person whose name is signed in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) <i>Valerie J. McBrady</i>			
1.13.2 Name & Title of Notary or Justice of the Peace <i>Valerie J. McBrady, Notary</i>			
1.14 State Agency Signature(s) <i>Wesley J. Colby</i>		1.15 Name/Title of State Agency Signor(s) Wesley, J. Colby, Director of Adminis	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By: _____ Assistant Attorney General, On: <i>2/10/05</i>			
1.18 Approval by the Governor and Council By: _____ On: _____			
2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in EXHIBIT A incorporated herein ("the Services").			
3. EFFECTIVE DATE COMPLETION OF SERVICES. 3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date"). 3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and 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 be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.			
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in 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 those 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 1.5 in the event funds in that account are reduced or unavailable.			

It is unlawful to make any alteration to the text of this document.
A signature on this document signifies that no alterations have been made to the original text or format.

COPY

STATE OF NEW HAMPSHIRE

Fee for Form SRA: \$50.00
Filing fee: \$50.00
Total fees: \$100.00
Use black print or type.
Leave 1" margins both sides.

Form No. 40
RSA 293-A:15.03

FILED

APPLICATION FOR CERTIFICATE OF AUTHORITY
FOR PROFIT FOREIGN CORPORATION

NOV 15 2004

WILLIAM M. GARDNER
NEW HAMPSHIRE
SECRETARY OF STATE

TO THE SECRETARY OF STATE OF THE STATE OF NEW HAMPSHIRE

PURSUANT TO THE PROVISIONS OF THE NEW HAMPSHIRE BUSINESS CORPORATION ACT,
THE UNDERSIGNED CORPORATION HEREBY APPLIES FOR A CERTIFICATE OF AUTHORITY
TO TRANSACT BUSINESS IN NEW HAMPSHIRE AND FOR THAT PURPOSE SUBMITS THE
FOLLOWING STATEMENT:

FIRST: The name of the corporation is ImageTrend, Inc.

SECOND: The name which it elects to use in New Hampshire is ImageTrend, Inc.
(Note 1)

THIRD: It is incorporated under the laws of State of Minnesota

FOURTH: The date of its incorporation is 3 / 11 / 1998 and
the period of its duration is 6.5 years

FIFTH: (Complete this statement only if a Professional Association.) All the shareholders and those of its
directors and officers as are required by the laws of (enter the State of Incorporation) _____
and by RSA 294-A:20 are licensed in one or more states, territories of
the United States or the District of Columbia to render a professional service described in the statement of
purpose of the corporation.

SIXTH: The complete address (including zip code and post office box, if any) of its principal office is 20890 Kenbridge, CT Lakeville, MN 55044

SEVENTH: The name of its registered agent IN NEW HAMPSHIRE is CT Corporation System
and the complete address (including zip code
and post office box, if any) of its registered office IN NEW HAMPSHIRE is (agent's business address)
9 Capitol Street,
Concord, N.H. 03301
(Note 2)

APPLICATION FOR CERTIFICATE OF AUTHORITY OF
(corporate name) ImageTrend, Inc.

Form No. 40
(cont.)

EIGHTH: The principal purpose or purposes which it proposes to pursue in the transaction of business in New Hampshire are The sale of database driven web-based software products primarily for but not limited to, the emergency medical services market.

(Note.3)

NINTH: The names and usual business addresses of its current officers and directors are: (If there are additional officers or directors, attach additional sheet OR if the laws of the state of incorporation do not require directors, indicate below.)

<u>Name</u>	<u>Title</u>	<u>Address</u>
OFFICERS		
<u>Michael J. McBrady</u>	<u>President</u>	<u>20890 Kenbridge Ct Lakewood, Mn 55044</u>
<u>Valerie J. McBrady</u>	<u>Sec/Treas, Dir. of Operations</u>	<u>same</u>
_____	_____	_____
_____	_____	_____

DIRECTORS

Same as above.

Dated Nov. 9, 2004

ImageTrend, Inc. (Note 4)

By Valerie J. McBrady (Note 5)

Signature of its Secretary/Treasurer

Valerie J. McBrady
Print or type name

Form SRA - Addendum to Business Organization and Registration Forms
Statement of Compliance with New Hampshire Securities Laws

Part I - Business Identification and Contact Information

Business Name: ImageTrend, Inc.
Business Address (include city, state, zip): 20890 Kenbridge CT Lakeville, MN 55044
Telephone Number: (952) 469-1589 E-mail: vmcbrady@imagetrend.com
Contact Person: Valerie McBrady
Contact Person Address (If Different): _____

Part II - Check ONE of the following items in Part II [PLEASE NOTE: Most small businesses registering in New Hampshire qualify for the exemption in Part II, Item 1 below. However, you must insure that your business meets all of the requirements spelled out in A), B), and C)]:

1. Ownership interests in this business are exempt from the registration requirements of the state of New Hampshire because the business meets ALL of the following three requirements:
 - A) This business has 10 or fewer owners; and
 - B) Advertising relating to the sale of ownership interests has not been circulated; and
 - C) Sales of ownership interests - if any - will be completed within 60 days of the formation of this business.
2. This business will offer securities in New Hampshire under another exemption from registration or will notice file for federal covered securities. Enter the citation for the exemption or notice filing claimed - _____
3. This business has registered or will register its securities for sale in New Hampshire. Enter the date the registration statement was or will be filed with the Bureau of Securities Regulation - _____
4. This business was formed in a state other than New Hampshire and will not offer or sell securities in New Hampshire.

Part III - Check ONE of the following items in Part III:

1. This business is not a New Hampshire corporation or limited partnership. (ALL LLC's should check this item.)
2. This business is a New Hampshire corporation or limited partnership and the articles of incorporation or certificate of limited partnership states whether capital stock or interests will be sold or offered for sale.

Part IV - Certification of Accuracy

(NOTE: The information in Part IV must be certified by: 1) all of the incorporators of a corporation to be formed; or 2) an executive officer of an existing corporation; or 3) all of the general partners or intended general partners of a limited partnership; or 4) one or more authorized members or managers of a limited liability company; or 5) one or more authorized partners of a registered limited liability partnership or foreign registered limited liability partnership.)

I (We) certify that the information provided in this form is true and complete. (Original signatures only)

Name (print): Valerie J. McBrady Signature: Valerie J. McBrady
Name (print): _____ Signature: _____
Name (print): _____ Signature: _____
Date: 11-9-04

State of New Hampshire
 Department of Safety
 Trauma and Emergency Medical Services Information System
 2005-005
 Master Contract Exhibit A
 Statement of Work

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Initial all pages:
 ImageTrend Initials MJA

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1. INTRODUCTION

1.1 DEFINITIONS

1.1.1	Acceptance	A notice from the State that a deliverable has satisfied Acceptance Tests or Review.
1.1.2	Acceptance Period	The timeframe during which the Acceptance Test is performed.
1.1.3	Acceptance Test and Review	Tests performed by the State, and ImageTrend as applicable, to determine that no defects exists in the application software or the System, as more fully described in Section 6.4 herein
1.1.4	Agency	All departments, boards, commissions, other units of the State, and community colleges, unless specifically exempted by reference.
1.1.5	CCP	Change Control Procedures
1.1.6	CP	Change Proposal
1.1.7	COTS	Commercial Off-the-shelf Software applications
1.1.8	CM	Configuration Management
1.1.9	Confidential Information	Information required to be maintained and protected from unauthorized disclosure in accordance with Section 10.4
1.1.10	Contract	Contract means the binding legal agreement between the State of New Hampshire and ImageTrend. The Contract includes, without limitation, the Request for Proposal, the Offer submitted in response to the RFP, the Contract award, the State Standard Purchase Terms and Conditions (P-37), Supplemental Terms and Conditions if any, Specifications, Statement of Work, and any addenda and amendments thereto.
1.1.11	Contract Documents	Contract Documents means the documents identified in Section 2.1 below that comprise this Contract.
1.1.12	Contract Manager	The persons identified by the State and ImageTrend 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 State in all Contract administration activities.
1.1.13	Contractor Technical Representative (COTR)	The State's designated individual who shall function as the State's representative with regard to review and Acceptance of Contract Deliverables, invoice sign off, review and approval of Change Proposals (CP) utilizing the Change Control Procedures (CCP), and development of amendments to the

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		Contract
1.1.14	Data	As defined in the P-37 and may include the State's records, files, forms, data and other documents or information that will be converted by ImageTrend for processing by the software.
1.1.15	Defects	<p>A failure of a Deliverable or a defect in a Deliverable resulting in its not conforming to its Specification. Deviation from approved specification of design document shall be categorized as follows:</p> <ul style="list-style-type: none"> • Class A Defect - Critical does not allow system to operate, no work around, demands immediate action. • Class B Defect - Defect does not stop operation. There is a work around and user can perform tasks. • Class C Defect - Defect cosmetic in nature, minimal effect on system, low priority. User can use system.
1.1.16	Deliverables	A deliverable is any service, software, document (letter, report, manual, book, etc.), design, model, or product, provided by ImageTrend to the State or under the terms of a contract requirement.
1.1.17	EOM	End of Month
1.1.18	Fixed Price Contract	A fixed-price (FP) contract between ImageTrend and the State, where the State pays to ImageTrend a fixed price for performance under the contract, regardless what the costs are to ImageTrend to complete performance under the contract. The State of New Hampshire defines the scope, features, planning, timing and price of an information technology project.
1.1.19	Governor and Council	The New Hampshire Governor and Executive Council.
1.1.20	Implementation	The process for making the System fully operational for processing data.
1.1.50	ImageTrend	ImageTrend is defined as: <div style="text-align: center;"> ImageTrend 20890 Kenbridge Court Lakeville MN 55044 952-469-2589 </div>
1.1.51	ImageTrend Contract Manager	ImageTrend's Project Contract shall be responsible for all-contractual authorization and administration under the Contract.

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1.1.52	ImageTrend Project Manager	ImageTrend's project manager who functions as ImageTrend's representative for project management and technical matters, and has full authority to make binding decisions under the Contract.
1.1.21	Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
1.1.22	Installation Date	The date that ImageTrend completes installation and certifies such completion in writing to the State.
1.1.23	Information Technology Project Methodology Standards	Referenced in Appendix C hereto (Software development methodology and procedures).
1.1.24	Licensee	The State of New Hampshire.
1.1.25	Non Exclusive Contract	A contract executed by the State that does not restrict any State Agencies from seeking alternative sources for the product or service.
1.1.26	Non-Software Deliverables	Deliverables that are not directly Software related and may include project plan, meetings, training curricula.
1.1.27	Notice to Proceed	The State Contract Manager's direction to the ImageTrend to begin work on the Contract on a given date and time.
1.1.28	Operational	System is fully functional in accordance with the specifications, all data has been loaded into the System, and is available for use by the State in its operations.
1.1.29	Order of Precedence	The order in which Contract Documents pertaining to Contract 2005-005 preside in the event of a conflict or ambiguity.
1.1.30	Production Cut Over Date	The date that the State has successfully completed user Acceptance Testing and signoff, the software has been placed into production, and the Warranty Period commences.
1.1.31	Products	The ImageTrend provided Services and Software Project Inputs.
1.1.32	Project	The planned undertaking regarding the entire subject matter of this Contract and the activities of the parties related hereto.
1.1.33	Project Team	The group of State employees and consultants responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Project Plan on time, on budget and to the required specifications and quality.
1.1.34	Product Vendor	Third party vendors from whom ImageTrend purchases products required to build the information technology system.
1.1.35	Project Management	A document that describes the processes and methodology to be

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	Plan	employed by ImageTrend to ensure a successful project as described in Section 7.5 hereto and ImageTrend's response, Appendix C.
1.1.36	Project Manager	The persons identified who shall function as the State's or ImageTrend's representative with regard to review and Acceptance of Contract Deliverables, invoice sign off, review and approval of changes and development of amendments to the Contract.
1.1.37	Proposal	ImageTrend's written proposal in response to RFP 2005-005, dated as of September 7, 2004, as modified by ImageTrends written email communication dated October 5, 2004
1.1.38	Review	The process of reviewing deliverables for acceptance.
1.1.39	Review Period	The period set for review contained in the Statement of Work for a deliverable. If none is specified then five (5) business days will apply.
1.1.40	RFP	A Request For Proposal which solicits vendor proposals to satisfy State functional requirements by supplying data processing product and/or service resources according to specific terms and conditions
1.1.41	Services	All work or labor to be performed by ImageTrend on the Project as described in the Contract.
1.1.42	Schedule	The dates described in the Work Plan for deadlines for performance of services and other project events and activities under this Contract.
1.1.43	Software	Computer programs, documentation or databases licensed to the State under this Contract.
1.1.44	Software License	Licenses provided to the State under this Contract.
1.1.45	Specifications	Documents that describe the requirements of and the functions to be performed by the resulting deliverables.
1.1.46	State	STATE is defined as: State of New Hampshire 25 Capitol Street, Room 120 Concord, NH 03301 Reference to the term "State" shall include Agencies as applicable.
1.1.47	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

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		requirements, the roles and responsibilities of the State and ImageTrend. The SOW defines the results that ImageTrend remains responsible and accountable for achieving.
1.1.48	State's Project Manager (PM)	State's representative with regard to project management and technical matters.
1.1.49	System	The collection of all software functioning together with the data in accordance with applicable specifications.
1.1.53	Technical Authorization	Direction to ImageTrend, which fills in details, clarifies, interprets or specifies technical requirements. It must be: (1) consistent with Statement of Work within Scope of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the SOW.
1.1.54	Warranty Period	That period following Implementation, subject to any extensions for defect correction, during which ImageTrend shall provide Software product support and/or maintenance to the State at no charge.
1.1.55	Warranty Services	The services to be provided during the Warranty Period.
1.1.56	Warranty Releases	Software code that is provided to the State as a remedy for defects documented during the warranty period.
1.1.57	Work Plan	The overall plan of activities for the Project created in accordance with the Contract, as updated in accordance with Section 6 of the Contract. Each revision to the Work Plan accepted by the State shall be incorporated herein by reference upon its Acceptance by the State.

2. CONTRACT/ORDER OF PRECEDENCE

2.1 This Contract is comprised of the Contract Documents, which are incorporated herein by reference. In the event of conflict or ambiguity among any of the text of the Contract Documents, the following order of precedence shall govern:

- o New Hampshire Standard Contract Terms and Conditions, Form P-37;
- o Contract # 2005-005 including, Exhibits A, B, and C hereto ;
- o NH RFP 2005-005 July 20, 2004;
- o NH follow on documents to the RFP: Priority Requirements Template, 2005-005 and NH Questions and Answers (dated 8/11/04) to 2005-005 (Attachment B hereto);
- o Escrow Agreement (Attachment X hereto)

Initial all pages:
 ImageTrend Initials MJM

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- o ImageTrend Proposal to RFP 2005-005, September 7, 2004, as modified by ImageTrend's written email communications October 5, 2004 Attachment X
- o Software Licensing and Support Terms (Attachment X hereto)

3. SCOPE OF SERVICES

ImageTrend will provide the State the Services, Software and Deliverables described in this Contract, and the Contract Documents. In general, this Non-Exclusive Contract includes but is not limited to, licenses, hosting, maintenance and training (train the trainer), and associated consulting services, planning, custom design, installation, data conversion, implementation, documentation, testing, integration, support, maintenance, and enhancements.

4. PERIOD OF PERFORMANCE/TERMINATION.

4.1 PERIOD OF PERFORMANCE

The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including but not limited to Governor and Council approval. It shall remain in effect through 12/31/2009 unless otherwise terminated in accordance with this Contract. The State may, at its sole discretion, extend this contract for a year after that for an additional 3 years, not to extend beyond 12/31/2012

4.2 TERMINATION FOR CONVENIENCE

The State may terminate this Contract at its sole discretion for any reason upon thirty (30) days written notice. Upon termination for convenience, the State is liable only for payment of any undisputed and accepted deliverables in accordance with the Payment Schedule in Table 1 of the attached Exhibit B.

4.3 TERMINATION FOR CAUSE

Notwithstanding anything to the contrary, the State reserves the right to terminate this contract for refusal of the Work Plan under section 6.1 herein; if any deliverables, non-software deliverables or written deliverables fail acceptance testing or review, as applicable, pursuant to section 6.4 herein; if State is dissatisfied with ImageTrend's project staff or project manager, pursuant to section 7.1 and 7.2 herein; or refusal of the Project Management Plan, pursuant to Section 7.4 herein, without liability to ImageTrend. If the State terminates the Contract under this section, the State shall have the right to receive prompt

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reimbursement of all payments made to ImageTrend under this Contract for any deliverables that are not usable by the State or another vendor in completing the work hereunder, at the sole judgment of the State. Such termination shall be deemed due to ImageTrend's default, and be without any penalty or liability on part of the State.

5. CONTRACT ADMINISTRATION

5.1 ImageTrend CONTRACT MANAGER

ImageTrend shall designate a Contract Manager who shall be responsible for all contractual authorization and administration under the Contract. This person is:

Mike McBrady
President
20890 Kenbridge Court
952-469-1589
952-985-5671

mmcbrady@imagetrend.com

or the designated successor.

The State reserves the right to approve or disapprove ImageTrend's Contract Manager, and to require removal and replacement of any Contract Manager, who in the sole judgment of the State is not performing to the State's satisfaction.

5.2 STATE CONTRACT MANAGER

The State shall designate a Contract Manager who shall function as the State's representative with regard to Contract administration. This person is:

Wesley Colby
Director of Business Administration
33 Hazen Drive
603-271-2589 (Phone)
603-271- (FAX)
colbyw@safety.state.nh.us

or the designated successor.

5.3 STATE PROJECT MANAGER

The State shall designate a Project Manager who shall function as the State's representative with regard to review and acceptance of Contract Deliverables, invoice sign off, review and

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approval of Change Proposals (CP) utilizing the Change Control Procedures (CCP), and development of amendments to the Contract. This person is:

Friedrich von Recklinghausen
Research Coordinator
33 Hazen Drive Concord NH 03305
603-271-0322
603-271-4567
fvonrecklinghausen@safety.state.nh.us

or the designated successor.

6. STATEMENT OF WORK/DELIVERABLES/WORK PLAN

ImageTrend shall perform the Services and provide the Deliverables described in this Contract, including but not limited to, RFP 2005-005 Section 3.0: *Services, Specifications, Requirements, and Deliverables*.

6.1 WORK PLAN

ImageTrend shall provide the State with a detailed Work Plan in accordance with this Contract. The Work Plan shall include, without limitation, a detailed description of the Schedule, Tasks, Deliverables, Defects, Payment Schedule, and Project Management Plan in accordance with this Contract. The Work Plan shall be submitted to the State within 2 weeks from the Notice To Proceed and shall be subject to the State's approval. If the State does not approve the Work Plan, the State may immediately terminate this contract at its discretion, pursuant to Section 4.1 above, without liability to ImageTrend. However, ImageTrend shall remain liable for its acts or omissions prior to such termination that are unrelated to the State's refusal of the Work Plan.

6.2 WORK PLAN UPDATES

ImageTrend shall update the Work Plan as necessary, but no less than on a weekly basis. Any updates to the Work Plan shall require the approval by the State. Unless otherwise agreed to in writing by the State, changes to the Work Plan shall not relieve ImageTrend from liability to the State for any damages resulting from ImageTrend's failure to perform its obligation under this Contract.

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6.3 SCHEDULE CHANGES

Both parties agree that time is of the essence for the performance under this Contract. In the event additional time is required by ImageTrend to correct deficiencies, the schedule shall not change unless previously agreed upon in writing by the parties. The schedule shall automatically extend insofar as the State's review of a deliverable, and corrections of deficiencies, is longer than what is set forth in the schedule.

6.4 DELIVERABLES/ACCEPTANCE

6.4.1 Deliverables.

ImageTrend shall provide the State with the deliverables in accordance with the schedule. All deliverables shall be subject to the State's acceptance. Upon its submission of a deliverable, ImageTrend represents that it has performed its obligations under this Contract associated with the deliverable. By unconditionally accepting a deliverable, the State reserves the right to reject any and all deliverables in the event the State detects a defect through completion of all Acceptance Testing or Review, as applicable, and any extensions thereof. For each denial of acceptance, the Acceptance Period shall be extended by the corresponding time. If ImageTrend is still unable to make the correction(s), the State may, at its option, terminate this Contract, in whole or in part, by providing written notice to ImageTrend. The State's option to terminate the Contract under this section shall remain in effect until the State's successful completion of the Acceptance Tests. Notwithstanding anything to the contrary in this Contract, if the State terminates the Contract under this section, the State shall have the right to receive prompt reimbursement of all payments made to ImageTrend under this Contract pertaining to any rejected deliverable and any previously accepted deliverables rendered unusable in the sole judgment of the State due to such rejected deliverable. Such termination shall be deemed due to ImageTrend's default, and the State may pursue its remedies at law and in equity.

6.4.2 Acceptance.

6.4.2.1 Commencement of Acceptance Test. Within five (5) days of receiving written certification from ImageTrend that the software is installed, complete and ready for acceptance testing, and the State's personnel having been trained in accordance with the Work Plan, the State shall commence acceptance tests. The ImageTrend shall assist the State with such tests as requested by the State at no additional cost. The testing shall be conducted by the State, or its designee, in a test environment independent from ImageTrend's development environment, but simulate a production environment.

6.4.2.2 Failure of Acceptance Test; Retesting: If the software has not successfully completed the acceptance test, the State shall notify ImageTrend in writing in what respects the software failed to pass the acceptance test. The ImageTrend shall make all corrections to the software that

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will permit the software to be ready for retesting by the State no later than thirty (30) days from the date on the State's written notice to ImageTrend of the software failure. For each failure of an acceptance test, the acceptance period shall be extended by the corresponding time. The State will notify ImageTrend of its acceptance or rejection of the software deliverable following retesting.

6.4.2.3 Written Deliverables. The State will have the opportunity to review the written deliverables for an acceptance period of five (5) State business days after receiving written certification from ImageTrend that the written deliverable is final and complete. The State will notify ImageTrend by the end of the five (5) business day review period if the written deliverable is accepted in the form delivered by ImageTrend or describing any defects that must be corrected prior to the State's acceptance of the written deliverable. ImageTrend shall correct the defects within 30 days of receiving notice from the State at no charge to the State. Upon receipt of the corrected written deliverable, the State will have five (5) business days to review the corrected written deliverable and notify ImageTrend of its acceptance or rejection thereof.

6.4.2.4 Non-Software Deliverables. The State shall review non-software deliverables to determine whether any defects exist. ImageTrend shall correct defects identified by the State within the period identified in the Work Plan. Following correction of the defects, the State shall notify ImageTrend of its acceptance or rejection of the deliverable.

6.4.2.5 Termination. Notwithstanding anything to the contrary in this Contract, the State may terminate this Contract, pursuant to section 4.3 above, at its sole discretion if any deliverables, non-software deliverables or written deliverables fail acceptance testing or review, as applicable. Upon such termination, the State shall receive prompt reimbursement of all payments made to ImageTrend under this Contract. Such termination shall be deemed due to ImageTrend's default, be without any penalty or liability on part of the State, and the State may pursue its remedies at law or in equity.

6.5 PROJECT INPUTS

Listed below are items to be provided by the State.

- 6.5.1 Reference documents as defined in RFP 2005-005 Appendix G: General Standards and Requirements.
- 6.5.2 The appropriate data from the existing infrastructure databases resident at the State in a format to be specified by the State, no migration of EMS Call legacy databases is expected.

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6.5.3 Knowledge base of State Agency employees ..

7. PROJECT MANAGEMENT

The project will require the coordinated efforts of a project team consisting of both the ImageTrend and the State personnel.

7.1 ImageTrend's PROJECT MANAGER

ImageTrend shall assign a Project Manager who shall meet all the requirements of RFP 2005-005. ImageTrend's selection of a Project Manager shall be subject to the approval of the State. The State's approval process may include, at the State's discretion, review of the proposed Project Manager's resume and qualifications, and an interview. The Project Manager shall have full authority to make binding decisions under the Contract, and shall function as ImageTrend's representative for all project management and technical matters. The Project Manager shall be available to promptly respond, within eight (8) hours, to inquiries from the State, and at the site as needed, unless otherwise agreed to in writing by the parties. ImageTrend shall use his or her best efforts on the Project. ImageTrend represents that its Project Manager shall be properly qualified to perform the obligations required of the position under the Contract. ImageTrend shall immediately notify the State if the Project Manager is removed or replaced. Prior to any replacement of the Project Manager, ImageTrend shall obtain the State's approval of the replacement Project Manager. The State may at its reasonable discretion approve or disapprove ImageTrend's Project Manager, and require removal and replacement of ImageTrend's Project Manager who in the sole judgment of the State's Project Manager is not performing to the State's satisfaction.

7.2 ImageTrend's PROJECT STAFF

ImageTrend shall assign project staff that meet the qualifications required by the terms of this Contract, including but not limited to, RFP 2005-005 and shall be appropriately trained in technical skills to perform their duties under this Contract.

a. The ImageTrend key personnel shall be comprised of the following individuals as identified in the following diagram:

- Joe Graw, Project Manager
- Michael Patock, EMS State Bridge Product Manager
- Pete Knutson, EMS Field Bridge Product Manager.

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- b. ImageTrend shall not change Project Staff commitments unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence. Notwithstanding anything contrary in this Contract, State may offer employment to any Project Staff that is separated from employment with ImageTrend. Any such changes to ImageTrend's Project Staff shall require the prior written approval of the State. Replacement Project Staff shall have comparable or greater skills with regard to performance of the project as the staff being replaced at no additional cost.
- c. The State reserves the right to require removal or reassignment of ImageTrend's Project Staff found unacceptable to the State.
- d. The State may conduct reference checks on ImageTrend's Project Staff. The State reserves the right to reject ImageTrend's Project Staff as a result of such reference checks.
- e. Personnel identified with an asterisk (*) are considered to be key personnel. ImageTrend should make no assignment changes unless emergency conditions arise. In addition, ImageTrend shall not assign key personnel to any other project unrelated to this Contract. However, if the State is unsatisfied with any of the staff, the State can request a change of personnel to be completed within 30 days. For all personnel changes, the State should be notified at least two (2) weeks in advance.
- f. Additional team members can be added to this list during the project, with prior approval, by the State Project Manager at no additional cost.

7.3 REPORTS AND MEETINGS

- 7.3.1 Reports. ImageTrend shall submit written reports in accordance with the schedule and terms of this Contract. All reports shall be prepared in formats approved by the State, unless otherwise agreed by the parties in writing.
- 7.3.2 ImageTrend's Project Manager shall produce reports related to Project Management as reasonably requested by the State.
- 7.3.3 Meetings. Weekly meetings shall follow an agenda prepared by ImageTrend's Project Manager and approved by the State's Project Manager.

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7.3.4 Meeting Attendance. Meetings shall include, at a minimum, ImageTrend's Project Manager and the State's Project Manager.

7.3.5 Weekly Status Reports. ImageTrend shall produce project weekly status reports which shall contain, at a minimum, the following:

- a. Project status as it relates to Work Plan
- b. Deliverables status
- c. Accomplishments during weeks being reported
- d. Planned activities for the upcoming week
- e. Future activities
- f. Issues and concerns requiring resolution
- g. Financial Status to be updated once a month

7.4 PROJECT MANAGEMENT PLAN

ImageTrend shall provide the State with a Project Management Plan for approval by the State in conjunction with the Project Work Plan to describe the processes and methodology to be employed by ImageTrend to ensure a successful project. If the State does not approve the Project Management Plan, the State may immediately terminate this contract in accordance with Section 4.3 above. However, ImageTrend shall remain liable for its acts or omissions prior to such termination that are unrelated to the State's refusal of the Project Management Plan.

10. ASSUMPTIONS AND DEPENDENCIES

In support of the State's goals and objectives for this project, ImageTrend has predicated its proposal upon the following assumptions to assist the ImageTrend project team to formulate an infrastructure and framework for project success:

10.1 ASSUMPTIONS

- 10.1.1 The State will provide network logons to ImageTrend team members as required
- 10.1.2 ImageTrend is assuming that the State will coordinate the acquisition of staff and information from the departments with which the State system must interface.

10.1 DEPENDENCIES

- 10.1.1 ImageTrend shall provide to the State a written list of all ImageTrend and ImageTrend subcontracted team members, as needed during the course of the project within thirty (30) days of the date the last party has executed the contract.
- 10.1.2 Additional team members may be added to this list during the project, with prior

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approval, by the State Project Manager.

10.1.3 .

10.1.4 . ImageTrend shall be responsible for the administration of the system security and backup.

10.1.5 It is assumed that ImageTrend shall provide server configuration, client configuration, and server installation/tuning to make the proposed Trauma and Emergency Medical Services Information System run as efficiently as possible.

10.2 GENERAL

10.2.1 The State will provide access to State information and managerial, technical, policy, and user personnel as reasonably required by the ImageTrend to perform its obligations under the contract.

10.2.2 The State will provide available personnel resources as mutually agreed upon and as incorporated into the project work plan.

10.3 WORK SCHEDULES

ImageTrend's team will be allowed limited access to the necessary facilities during off hours with prior approval from the State's Project Manager.

10.4 COPYRIGHT, INTELLECTUAL PROPERTY RIGHTS, AND CONFIDENTIALITY

10.4.1 WWW Domain Name, Copyright and Intellectual Property Rights. All right, title and interest to the State WWW site, including copyright to all data and information, shall be and remain with the State. The State shall also have, to the fullest extent permitted by law, all rights to any user interfaces and computer instructions embedded within the user interfaces or WWW pages. All WWW pages and any other data or information shall, where applicable, display the State's copyright. All right, title and interest to ImageTrend's WWW site shall be and remain with ImageTrend. This section shall survive the termination or expiration of this Contract.

10.4.2 ImageTrend agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction, all confidential information of the State and it's Emergency Medical Services Units that becomes available to ImageTrend in connection with its performance under the Contract. ImageTrend shall not use any information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for ImageTrend' performance under the Contract.

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- 10.4.3 Any disclosure of the State's or its Emergency Medical Services Units' confidential information shall require prior written approval of the State or the individual Emergency Medical Services Unit. Information shall include, but not be limited to all data, record telecommunications content, studies, reports, written and software data files; formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, notes, letters, memoranda, papers, and documents, all whether finished or unfinished. The State's confidential information includes but is not limited to information of the State that is not predetermined to be subject to public disclosure under the laws of the State of New Hampshire, including but not limited to RSA Section 126:24-d (Disclosure of Information) and RSA 21-P: 12 (b) II (g) (EMS data collection and analysis capability).
- 10.4.4 ImageTrend shall immediately notify the State if a subpoena or other legal process is served upon ImageTrend regarding the State's confidential information, and ImageTrend shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal process. In the event of unauthorized use or disclosure of the State's confidential information, ImageTrend shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law or in equity, including, but not limited to injunctive relief.
- 10.4.5 ImageTrend shall not disclose any information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for ImageTrend's performance under the Contract.
- 10.4.6 Insofar as ImageTrend seeks to maintain the confidentiality of its confidential or proprietary information, ImageTrend shall clearly identify in writing the information it claims to be confidential or proprietary. ImageTrend acknowledges that the State is subject to the Right to Know Law, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified confidential or proprietary information insofar as it is consistent with applicable state and federal law, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by ImageTrend as confidential or proprietary, the State shall notify ImageTrend and specify the date the State will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be ImageTrend's sole responsibility and at ImageTrend's sole expense. If ImageTrend fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to ImageTrend, without liability to ImageTrend.
- 10.4.7 This section 10.4 shall survive the termination of the Contract.

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13. INTERNAL ESCALATION PROCEDURE FOR DISPUTES

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), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Contract.

The parties shall use all 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	The State	CUMULATIVE ALLOTTED TIME
Primary	<Joe Graw> <Project Manger>	Friedrich M. von Recklinghausen Project Manager	5 Business Days
First	<Sean Kelly> <EMS Account Executive>	Suzanne Prentiss Chief	10 Business Days
Second	<Michael Patock> <EMS State Bridge Product Manager>	Richard A. Mason Director	15 Business Days
Third	<Michael J. McBrady> <President>	Richard M. Flynn Commissioner	20 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.

14. DELIVERABLES

ImageTrend's Deliverables are set forth in the table below:

Table 1 IT Services Deliverables and Schedule (based upon a start date of <March 1, 2005>)

Project Deliverables	Anticipated Due Date	Payment Amount
1. a. Project Work Plan including milestones for design, development, installation, testing, training,	a. Due fourteen (14) business days after Contract approval b. Due thirty (30) days after	15%

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conversion, and implementation. b. Maintenance and Operational Contingency Plan	commencement of contract	
2. Status Meetings: a. Project Kick off meeting and minutes b. Weekly meetings and minutes, including weekly updates to the Project Work Plan.	Due seven (7) business days after Contract approval and weekly, on-going	
3. Report of the analysis of business requirements for the TEMSIS system and interface requirements.	4 weeks	15%
4. Preliminary Service Level Agreement (SLA) document for system performance including data entry and lookup time frames, system performance standards, response times, down time parameters, backup and recovery capabilities, and help desk availability.	4 weeks	
5. Security Plan including: a. online Web and application access and security. b. backup procedures (how, what, when). c. disaster recovery procedures (how, what, where).	6 weeks	
6. Detail Technical Plan for the technical platform and network connectivity requirements including identification, configuration, and installation of all connectivity to and from the host locations, and the backup sites (hardware, software and Internet requirements).	6 weeks	20%
7. Documentation detailing technical requirements for the system, interface activity, report generation, and user requirements	8 weeks	
8. Project walk-throughs and transfer of knowledge schedule.	On-going for duration of the contract	
9. System Test Plan and test scripts. Pilot phase begin.	12 weeks	
10. Production of a User Manual, System Operation Manual, and a Technical	10 weeks	

Initial all pages:
 ImageTrend Initials *MJM*

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Reference Manual.		
11. Detail design and test run of the system report creation process and availability of data access for ad hoc reporting and interface file generation.	12 weeks	25%
12. Creation, test and implementation of a weekly file generation to the BEMS State server.	14 weeks	
13. Report of the testing results and a log of problems and resolutions.	16 weeks	
14. Detail design and test run of the reports and required for TEMSIS.	16 weeks	
15. Recommendation report on required training.	4 weeks	
16. Training schedule plan for users and State personnel (train the trainer).	6 weeks	
17. Production implementation a. Plan, detailing interface activity, report generation, hardware and software considerations and connectivity, and Internet requirements and preparation. b. Delivery of final source code and system documents c. Production implementation	6 months	15%
18. Payment for hold back at the end of the warranty period.	9 months	10% holdback

15. POST IMPLEMENTATION SUPPORT

15.1 WARRANTY

15.1.1 ImageTrend shall provide warranty as set forth in RFP 2005-005 Section 6.13, which is herein incorporated by reference.

15.1.2 ImageTrend warrants that the software furnished under the Contract is properly functioning, compliant with the requirements of the Contract, and shall operate in accordance with the specifications.

15.1.3 ImageTrend warrants that they have no knowledge of any viruses or other destructive programming within the Software.

15.1.4 ImageTrend warrants that the Software, used in a manner for which it was designed will conform to the applicable ImageTrend documentation provided at the time of delivery.

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15.2 SOFTWARE ENHANCEMENTS

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It is anticipated that modifications and improvements to the software may be required from time to time to incorporate changes to State or federal regulations, add new functionality, or address changing business needs within the firm fixed price of the contract. Software changes can only be authorized by the State's designated contract point-of-contact. The State will follow ImageTrend's Software Development processes as approved by the State.

15.3 SOFTWARE MAINTENANCE

ImageTrend shall fix all defects and errors and provide updates to the State software as required. ImageTrend shall respond within four (4) hours of any contact by the State's designated point of contact (POC), during normal business hours, via either phone and/or e-mail.

15.4 DOCUMENT UPDATES

Documentation updates, including user manuals, system documentation (logical and physical) and system operations, shall be required.

16. ASSIGNMENT

This Agreement and the services contemplated hereunder are personal to ImageTrend, and ImageTrend shall not have the right or ability to assign, transfer, or subcontract any obligations under this Agreement without the written consent of the State.

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 Contract Exhibit B
 Firm Fixed Price Payment Schedule

1. **DELIVERABLE PAYMENT SCHEDULE.**

All charges by ImageTrend under this Contract shall be in accordance with the schedules set forth in Tables 1, 2, and 3 below.

The State agrees to pay ImageTrend within thirty (30) calendar days of the State Project Manager's receipt of a correct and undisputed invoice for an accepted Deliverable.

2. **FIRM FIXED PRICE PAYMENT SCHEDULE – IT SERVICES DELIVERABLES.**

Table 1 IT Services Deliverables and Payment Schedule

<Reference Attachment Price Detail>

IT Services Deliverables	Date	Payment Amount
EMS State Bridge system as detail in the spreadsheet attached – \$180,000.00 total:		
15% on Work Plan	March 15, 2005	\$27,000
15% on Analysis of Business Requirements	April 1, 2005	\$27,000
20% on Detail Technical Plan	April 15, 2005	\$36,000
25% on Pilot Program (System Test Plan)	July 1, 2005	\$45,000
15% on Production Implementation (End Pilot)	September 1, 2005	\$27,000
Travel Expenses	As needed	\$ 6,000
EMS Field Bridges \$50,000 as deployed	As deployed	\$50,000
EMS State Bridge Annual Support and Hosting 2005	July 1, 2005	\$52,200
EMS Field Bridge Annual Support (to be paid by services)	July 1, 2005	
EMS Annual Support and Hosting 2006	July 1, 2006	\$52,200
EMS Annual Support and Hosting 2007	July 1, 2007	\$52,200
EMS Annual Support and Hosting 2008	July 1, 2008	\$52,200
EMS Annual Support and Hosting 2009	July 1, 2009	\$52,200
Holdback (10%)	December 1, 2005	\$18,000
Project Total:		\$497,000

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3. IT Services Hourly Rates.

Details IT services position title and rates for the contract period:

3.1.1 Current Engagement.

Table 2 Current IT Services Hourly Rates

IT SERVICES Position Title	Inclusive Date(s): <DATES>	Rate/Hour (not to exceed)
<Project Manager> Joe Graw	2005	\$150*
<Project Director> Michael Patock	2005	\$150*
<Senior Functional Subject Matter Expert> Chris Matek,	2005	\$110
<Senior Technical Subject Matter Expert> Pete Knutson, Sarah Dyrdaahl, Min Wu	2005	\$110
* Rates includes all expenses including travel		

3.1.2 Future Engagements.

Table 3 Future IT Services Hourly Rates

IT SERVICES Position Title	Inclusive Date(s): <DATES>	Rate/Hour (not to exceed)
<Project Manager>	2006-2009	\$150*
<Project Director>	2006-2009	\$110
<Senior Functional Subject Matter Expert>	2006-2009	\$110
<Senior Technical Subject Matter Expert>	2006-2009	\$110
* Rates includes all expenses including travel		

**Exhibit C
Special Provisions
Reference Article 20**

Section 8.2.5 as follows has been added to the State of New Hampshire Terms and Conditions (P37):

The Contractor's and the State's monetary liability to one another shall not exceed two times the total contract price, and shall not include consequential damages. This limitation shall not apply to Contractor's indemnification obligations under Paragraph 13 of the General Provisions (Form P-37) or the following:

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- (a) death or bodily injury and physical damage to real or intangible personal property;
 - (b) misappropriation or infringement of any intellectual property including but not limited to any patent or copyright or any unauthorized use of any trade secret;
 - (c) personal injury;
 - (d) disclosure of confidential information; or
 - (e) failure to meet applicable statutes, regulations, codes or guidelines.

This provision shall not be subject to any modification; however, the State may modify the cap on liability presently set at two times the contract price for a particular project and any such modifications shall appear in the Request for Proposal.

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 the termination of this Agreement.

EXHIBIT E

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

Aid to Families with Dependent Children Program under Title IV-A of the Social Security Act
Child Welfare under Title IV-B of the Social Security Act
Child Support Enforcement Program under Title IV-D of the Social Security Act
Foster Care under Title IV-E of the Social Security Act
Job Opportunities and BASIC Skills (JOBS) Program under Title IV-F of the Social Security Act
Medicaid Program under Title XIX of the Social Security Act
Social Services Block Grant Program under Title XX of the Social Security Act
Refugee Resettlement Program under the Refugee Act of 1980
Child Care and Development Block Grant Program
US Department of Agriculture, Food and Consumer Service, Nutrition Program for the Elderly (NPB) and Food Stamp Program

Contract Period: _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Contractor Signature

Michael J. McBrady
Contractor Name

President
Contractor's Representative Title

January 31, 2005
Date

(DHS 09/05/91)
(CERTIFICATION 26-27)

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EXHIBIT F

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to which this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participating in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions

- The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

- Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

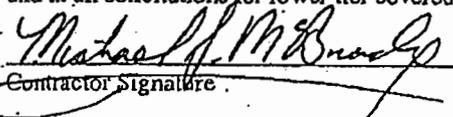
Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions
(To Be Supplied to Lower Tier Participants)

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.


Contractor Signature

Michael J. McBrady
Contractor Name
(DHS 09/05/91) (CERTIFICATION pg. 30-32)

President
Contractor's Representative Title

January 31, 2005
Date

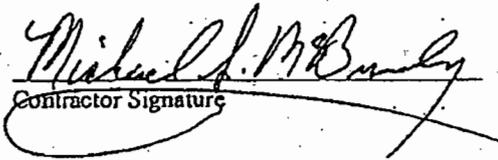
mjm

EXHIBIT G

CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.


Contractor Signature

President
Contractor's Representative Title

ImageTrend, Inc.

Michael J. McBrady
Contractor Name

January 31, 2005
Date

STATE OF NEW HAMPSHIRE
DEPARTMENT
OFFICE/DIVISION
PROJECT NAME
BUSINESS ASSOCIATE AMENDMENT

STANDARD EXHIBIT H

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, and with the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, "Business Associate" shall mean the Contractor and "Covered Entity" shall mean the state of New Hampshire, Department.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- j. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 CFR Parts 160, 162 and 164, as amended from time to time.

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(2) Use and Disclosure of Protected Health Information (PHI)

- a. Business Associate shall not use or disclose PHI except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement, as amended to include this Exhibit H. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees, and agents do not, use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if so used by Covered Entity.
- b. Business Associate may use or disclose PHI:
- (i) For the proper management and administration of the Business Associate.
 - (ii) As required by law, pursuant to the terms set forth in paragraph c. below.
 - (iii) For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the PHI to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, as amended to include this Exhibit H, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures of PHI pursuant to the Privacy Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, as amended to include this Exhibit H, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure.
- b. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by the Agreement, as amended to include this Exhibit H.

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- c. Business Associate shall make available all of its internal policies and procedures, books, and records relating to the use and disclosure of PHI received from or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy Rule.
- d. Business Associate shall require all of its directors, officers, employees, agents, subcontractors, and third parties that receive, use, or have access to PHI under the Agreement, as amended to include this Exhibit H, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)k. herein. Business Associate shall also require its agents, subcontractors, and third parties to indemnify, defend, and hold harmless Covered Entity from and against any claim, liability, or expense arising out of or relating to any non-permitted use or disclosure of PHI by the agents, subcontractors, and third parties.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available, during normal business hours, at its offices, all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement, as amended to include this Exhibit H.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI, in a designated record set, to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a designated record set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall, within two (2) business days, forward such request to Covered Entity. Covered Entity shall have the

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responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

- k. Within ten (10) business days of termination of the Agreement, as amended to include this Exhibit H, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, Business Associate shall continue to extend the protections of the Agreement, as amended by this Exhibit H, 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. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520 to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Term and Termination

- a. Term. The Agreement, as amended to include this Exhibit H, shall become effective as of the date approved by Governor and Council and shall continue in effect until (i) termination of the Agreement, (ii) termination as provided herein, or (iii) termination by mutual agreement of the parties.
- b. Termination for Cause.

Covered Entity may immediately terminate the Agreement, as amended to include this Exhibit H, if it determines that Business Associate has violated the Agreement. Upon Covered Entity's knowledge of a breach by Business Associate, Covered

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Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used but not otherwise defined herein shall have the same meaning as those terms in the Privacy Rule, as amended from time to time. A reference in the Agreement, as amended to include this Exhibit H, to a Section in the Privacy Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, as amended to include this Exhibit H, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy Rule, and applicable federal and State law.
- c. No Third Party Beneficiaries. Nothing express or implied in the Agreement, as amended to include Exhibit H, is intended or shall be deemed to confer upon any person or entity other than the Covered Entity, the Business Associate, and their respective successors and assigns, any rights, obligations, remedies or liabilities whatsoever.
- d. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- f. Interpretation. The parties agree that any ambiguity in the Agreement, as amended to include this Exhibit H, shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy Rule.
- g. Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity from and against any claim, liability, or expense arising out of or relating to any non-permitted use or disclosure of PHI by the Business Associate, including without limitation its directors, officers, and employees.
- h. Segregation. If any term or condition of this Exhibit H or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit H are declared severable.
- i. Survival. Provisions in this Exhibit H regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in Section 3k., the defense and indemnification provisions of Section 3d., and Section 6g. shall survive the termination of the Agreement.

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DEPARTMENT
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PROJECT NAME
BUSINESS ASSOCIATE AMENDMENT

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment.

STATE OF NEW HAMPSHIRE
DEPARTMENT

Date: _____

Name of Authorized Representative
Title of Authorized Representative

IMAGETREND, Inc.

Michael P. McBrady

~~Michael P. McBrady, President~~

Date: January 31, 2005

Name of Authorized Representative
Title of Authorized Representative

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (hereinafter, "Agreement") is effective this 31st day of January, 2005, between ImageTrend, Inc. of Lakeville, Minnesota (hereinafter, "ImageTrend"), the State of New Hampshire Department of Safety (hereinafter, "State"), and _____ (hereinafter, "Escrow Agent"), who collectively may be referred to in this Agreement as "the parties".

Whereas, IMAGETREND has granted a license to the State and all users thereunder for the use of software related to the Trauma and Emergency Medical Services Information System (hereinafter, the "Software"), pursuant to and in accordance with the terms and conditions of New Hampshire RFP Number 2005-005 (the "Contract"), and

Whereas, IMAGETREND has agreed to deposit in escrow a copy of the Source Code form of the Software, including all associated documentation and an updates, improvements, enhancements or modifications to the Software;

NOW THEREFORE, in accordance with the requirements of the Contract, and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. Definitions

As used in this Agreement, the term "Source Code" shall mean, flow charts; logic diagrams; operations applications and training manuals; program guides and listings in printed forms; design documents; and, all documentation, commentary, updates, improvements, enhancements, modifications and other materials related to and for use in conjunction with the Software. To the extent practical, elements of the Source Code shall be in both paper and Macromedia Cold Fusion formats.

2. Deposits

2.1 **Obligation to Make Deposit.** Within ten (10) business days of the signing of this Agreement by the parties, IMAGETREND shall deliver to the Escrow Agent the proprietary information, i.e., a copy of the Source Code for Software (hereinafter the "Source Code"), including all relevant commentary, explanations and other documentation of the Source Code. IMAGETREND further represents and warrants that the Source Code is the most updated version available; is suitable for reproduction by computer and/or photocopy equipment; and consists of a full source language statements of the Software which comprises the preceding detailed design specifications and all other material necessary to allow a reasonable skilled third party programmer or analyst to maintain or enhance the Software without the help of any other person or reference to any other material. Prior to the initial delivery of the Source Code to the Escrow Agent, IMAGETREND and the State shall identify and list the material to be deposited with the Escrow Agent. Such list will be identified as Exhibit A.

2.2. **Labeling.** Prior to delivery of any deposit materials to the Escrow Agent, IMAGETREND shall conspicuously label for identification each document, magnetic tape, disk, or other tangible media upon which the deposit materials are written or stored.

2.3. **Exhibits.** Additionally, IMAGETREND shall complete as an Exhibit A, a list of each tangible media by item label description, type of media and quantity. Exhibit A must be signed by IMAGETREND and delivered to the Escrow Agent with the deposit materials.

2.4 **Deposit Inspection.** When the Escrow Agent receives any materials for deposit and Exhibit A, the Escrow Agent shall conduct a deposit inspection by visually matching the labeling of the tangible deposit materials to the item descriptions and quantity listed on Exhibit A.

2.5. **Acceptance of Deposit.** Upon completion of the deposit inspection, if the Escrow Agent determines that the labeling of the tangible media matches the item descriptions and quantity on Exhibit A, the Escrow Agent shall sign Exhibit A and mail a copy thereof to ImageTrend and the State. If the Escrow Agent determines the labeling does not match the item descriptions or quantity on Exhibit A, the Escrow Agent shall (a) note the discrepancies in writing on Exhibit A; (b) sign the Exhibit with the exceptions noted; and (c) provide a copy of Exhibit A to IMAGETREND and the State within ten days. The Escrow Agent's acceptance of the deposit occurs upon signing Exhibit A by the Escrow Agent. Delivery of the signed Exhibit A to the State shall be deemed notice that the deposit materials have been received and accepted by the Escrow Agent.

2.6 **Obligation to Update.** IMAGETREND further represents and warrants that it shall deposit with the Escrow Agent, at such times as they are made, copy of all revisions, corrections or other changes to the Source Code (including but not limited to those revisions, corrections or other changes made to the Software by IMAGETREND pursuant to the Contract or any Software Maintenance Agreement between the parties). Such deposit shall be made within ten (10) business days of acceptance of the changes by the State. Promptly after any such revisions, corrections or changes are deposited with the Escrow Agent, both IMAGETREND and the Escrow Agent shall give written notice thereof to the State in accordance with the provisions set forth herein within ten (10) business days. The Escrow Agent shall continue to hold any previous versions of the Source Code in addition to the updates that are provided.

2.7. **Maintenance of Deposits.** The Escrow Agent shall maintain the escrowed materials in a secure, environmentally safe, locked receptacle which is accessible only to authorized employees of Escrow Agent. The escrowed materials shall also be stored in a fire-resistant and fire-protected environment per NFPA Standard 232. The escrowed materials shall be protected from accidental erasure of magnetic materials and shall be stored in a location that is not in a flood plain.

2.8. **Obligation of Escrow Agent.** Unless and until IMAGETREND makes the initial deposit with the Escrow Agent, the Escrow Agent shall have no obligation with respect to

this Agreement, except the obligation to notify the parties regarding the status of the deposit accounts as required in Paragraph 9.2 below.

3. **IMAGETREND's Representations.** IMAGETREND represents as follows:

- (a) IMAGETREND lawfully possesses all of the materials deposited with the Escrow Agent.
- (b) With respect to all of the materials deposited with the Escrow Agent, IMAGETREND has the right and authority to grant to the Escrow Agent and the State the rights as provided in this Agreement.
- (c) The materials deposited with the Escrow Agent are not subject to any lien or other encumbrance; and
- (d) The materials deposited with the Escrow Agent consist of the Source Code and other materials identified in the Contract and this agreement.

4. **Verification.**

IMAGETREND shall actively review and update the Source Code in escrow to assure accuracy and completeness but not less than every six (6) months beginning on the date the last signatory executes the agreement.

5. **Removal of Source Code.**

The materials deposited with the Escrow Agent may be removed and/or exchanged from Escrow only on written instructions signed by IMAGETREND and the State.

6. **Term.**

This Agreement shall remain in effect during the term of the Contract and any renewals or extensions thereof. This Agreement shall terminate upon delivery of the deposited Source Code to the State in accordance with the provisions of the Contract and this Agreement.

7. **Default and Release of Deposit.**

7.1 A default by IMAGETREND shall be deemed to have occurred under this Agreement upon the occurrence of any of the following:

7.1.1. IMAGETREND ceases to support or maintain the Software in accordance with any agreement then in effect;

7.1.2. The sale either voluntary or involuntary, assignment or other transfer by IMAGETREND, without prior written consent of the State, of such of IMAGETREND's rights in the Software as would interfere with IMAGETREND's discharge of its obligations under the Contract, or adversely affect the performance of the Software, or interfere with IMAGETREND's discharge of its maintenance obligations with regard to the Software under any Software

Maintenance Agreement from time to time in effect between IMAGETREND and the State;

7.1.3. IMAGETREND fails to update the escrowed Source Code in accordance with Paragraph 2.6 above;

7.1.4. IMAGETREND becomes insolvent, or liquidation or dissolution of IMAGETREND begins;

7.1.5. A filing is made by or against IMAGETREND of a petition under the U.S. Bankruptcy Code (11 U.S.C Sec. 1101 et. seq.) or any similar petition under any State insolvency law;

7.1.6. An appointment of a receiver, custodian, trustee or similar agent is made with respect to IMAGETREND's property or business.

7.1.7 Failure to pay fee pursuant to section 12

7.2. **Filing for Release.** If the State believes in good faith that default has occurred, the State may provide the Escrow Agent written notice of the occurrence of the default and a request for release of the Source Code. Upon receipt of such notice, the Escrow Agent shall provide a copy of the notice to IMAGETREND, by certified mail return receipt requested.

7.3. **Contrary Instructions.** From the date the Escrow Agent mails the notice requesting release of the Source Code, IMAGETREND shall have twenty (20) days to deliver contrary instructions to the Escrow Agent. "Contrary Instructions" shall mean the written representations by IMAGETREND that default has not occurred or has been cured." Upon receipt of contrary instructions, the Escrow Agent shall send a copy to the State by the same method outlined above. The Escrow Agent shall notify both IMAGETREND and the State that a dispute as to default exists. The Escrow Agent shall continue to store the Source Code pending (a) joint instructions from IMAGETREND and the State, (b) resolution of the dispute, or (c) order of a court of competent jurisdiction.

7.4. **Release of Deposit.** If the Escrow Agent does not receive contrary instructions from IMAGETREND within the time period contemplated in Paragraph 7.3, the Escrow Agent shall release the deposited materials to the State.

8. Escrow Agent

The Escrow Agent shall not, by reason of its execution of this Agreement, incur any responsibility or liability for any transaction between IMAGETREND and the State, other than the performance of its obligations as Escrow Agent with respect to the Source Code and any other deposited materials held by it in accordance with this Agreement, further IMAGETREND agrees to indemnify and hold the Escrow Agent harmless from any and all claims, demands, causes of actions, costs and expenses, including attorneys fees, arising out of this Agreement.

9. Confidentiality and Recordkeeping

9.1. Confidentiality. Except as provided in this Agreement, the Escrow Agent agrees that it shall not divulge or disclose or otherwise make available to any third person whomever, or make any use whatsoever, of the Source Code without the express prior written consent of IMAGETREND and the State. In the event the Escrow Agent receives a subpoena or other order of a court or judicial tribunal pertaining to the disclosure or release of the Source Code, the Escrow Agent shall immediately notify the parties of this Agreement.

9.2. Status Report. The Escrow Agent shall issue to IMAGETREND and the State a report profiling the escrow account history at least semi-annually starting on the effective date of the Escrow Agreement. During the term of this Agreement, IMAGETREND and the State shall each have the right to inspect the any records of the Escrow Agent pertaining to this Agreement.

10. Notices.

Unless otherwise provided, all notices under this Agreement shall be deemed duly given upon delivery by Certified Mail, Return Receipt Requested to a party hereto at the address set forth below or to such other address as a party may designate by written notice pursuant hereto.

IMAGETREND:

Mike McBrady
ImageTrend, Inc.
20890 Kenbridge Court
Lakeville, MN 55044

State:

Peter Croteau
Director of Agency Software Division
State of New Hampshire, Office of Information Technology
33 Hazen Drive
Concord, NH 03305

Escrow Agent:

The Central Trust Bank
P.O. Box 779
Jefferson City, MO 65102

11. Assignment

Neither this Agreement, nor any rights, liabilities or obligations hereunder shall be Assigned by the Escrow Agent without the prior written consent of the State and IMAGETREND.

12. Payment of Escrow Agent Fees

All fees and expenses incurred pursuant to this Agreement are the responsibility of and payable by IMAGETREND. Escrow Agent shall be paid fees and expenses as agreed to

between IMAGETREND and Escrow Agent . Escrow Agent shall issue an invoice to IMAGETREND following execution of this Agreement, upon commencement of any additional item hereunder, and in connection with the performance of any additional services hereunder.

13. Controlling Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire, without regard to its conflict of law provisions.

14. Amendments in Writing

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties. No representation, request, instruction, directive or order, made or given by an official of any agency of the State of New Hampshire or any employee of IMAGETREND, whether verbal or written, shall be effective to amend this Agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above. IMAGETREND shall not be entitled to rely on any such representation, request, instruction, directive or order and shall not, under any circumstances whatsoever, be entitled to additional compensation, delay in performance, or other benefit claimed for relying upon or responding to any such representation, request, instruction, directive or order.

15. General Provisions

15.1. **Severability.** In the event any provision of this Agreement is found to be invalid, voidable or unenforceable, the parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

15.2 **Successors.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

ImageTrend, Inc.

By: _____

Title: _____

Witness: _____

Date: _____

State of New Hampshire Department of Safety

By: _____

Title: _____

Witness: _____

Date: _____

Escrow Agent

Name of Escrow Agent: _____

Address: _____

By: _____

Title: _____

Witness: _____

Date: _____

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TITLE I

THE STATE AND ITS GOVERNMENT

CHAPTER 14

LEGISLATIVE OFFICERS AND PROCEEDINGS

Legislative Budget Assistant

Section 14:30-a

14:30-a Fiscal Committee. –

I. There is hereby established a fiscal committee of the general court. Said committee shall consist of 10 members. Five shall be members of the house as follows: the chairperson of the finance committee and 2 other members of the committee, appointed by the chairperson; and 2 other house members appointed by the speaker of the house. Five members shall be members of the senate as follows: the chairperson of the finance committee and 2 other members of that committee, appointed by the chairperson; and 2 other senators appointed by the senate president. The chairperson of the house finance committee shall be the chairperson of the fiscal committee.

II. The committee shall, while the general court is in session and during the interim, consult with, assist, advise, and supervise the work of the legislative budget assistant, and may at its discretion investigate and consider any matter relative to the appropriations, expenditures, finances, revenues or any of the fiscal matters of the state. The members shall be paid the regular legislative mileage during the interim while engaged in their work as members of the committee.

III. The fiscal committee shall consider recommendations proposed to it by the legislative performance audit and oversight committee established under RSA 17-N:1. The fiscal committee shall adopt all recommendations proposed to it as provided in RSA 17-N:1, III by the performance audit and oversight committee unless the fiscal committee refuses by unanimous vote to adopt such recommendations.

IV. [Repealed.]

V. [Repealed.]

VI. Any non-state funds in excess of \$100,000, whether public or private, including refunds of expenditures, federal aid, local funds, gifts, bequests, grants, and funds from any other non-state source, which under state law require the approval of governor and council for acceptance and expenditure, may be accepted and expended by the proper persons or agencies in the state government only with the prior approval of the fiscal committee of the general court.

Source. 1965, 239:19. 1987, 416:7. 1989, 396:13; 408:2. 1991, 346:18, I. 1995, 9:8. 2005, 177:11. 2006, 290:21, eff. June 15, 2006. 2012, 247:10, eff. Aug. 17, 2012.



TITLE I

THE STATE AND ITS GOVERNMENT

CHAPTER 21-P

DEPARTMENT OF SAFETY

General Provisions

Section 21-P:12-b

21-P:12-b Bureau of Emergency Medical Services. –

I. There is established within the division of fire standards and training and emergency medical services a bureau of emergency medical services under the supervision of a classified chief of the bureau of emergency medical services reporting to the division director.

II. The bureau chief, under the supervision of the director of the division of fire standards and training and emergency medical services, shall:

(a) Be responsible for the day-to-day operations of the bureau of emergency medical services.

(b) Plan and provide operational resources as available, for the coordination of emergency medical and adult and pediatric trauma services recommended throughout the state with and between private units and local, county, and state agencies. Such a plan shall include provisions for response to mass casualty incidents. The plan shall be tested by exercises from time to time in coordination with other appropriate local and state agencies.

(c) Carry out public information and education relative to the availability and appropriate use of the emergency medical and trauma services system.

(d) Facilitate the establishment and maintenance of a communications network that addresses citizen access to the emergency medical and trauma services system and communications among emergency medical service units, health care facilities, and other local, county, and state agencies involved in the care or transportation of persons in need of appropriate medical attention.

(e) Provide for the training and for the written and practical testing of emergency medical care providers, in accordance with RSA 153-A:11.

(f) License emergency medical care providers, emergency medical service units, emergency medical service instructor/coordinators, emergency medical service training agencies, emergency medical services dispatchers, and emergency medical service vehicles, including wheelchair vans for hire.

(g) Establish a data collection and analysis capability that provides for the evaluation of the emergency medical and trauma services system and for modifications to the system based on identified gaps and shortfalls in the delivery of emergency medical and trauma services. The data and resulting analysis shall be provided to the bodies established under this chapter, provided that such use does not violate the confidentiality of recipients of emergency medical care. The provisions of RSA 126 shall be followed with regard to other uses of this data for research and evaluation purposes, and for protecting the confidentiality of data in those uses. All analyses shall be public documents, provided that the identity of the recipients of emergency medical care are protected from disclosure either directly or indirectly.

(h) Carry out investigations as provided under RSA 153-A:14.

(i) Provide administrative support, within the limits of available funding, to the coordinating board, emergency medical services medical control board, trauma medical review committee, and the councils.

(j) With the approval of the commissioner, be authorized to employ part-time instructors, evaluators, and practical skill examination aides for the purpose of delivering training and written and

practical examinations.

(k) Prepare budgets and grant requests for funds needed to maintain an effective emergency medical and trauma services system, and plan initiatives related to improving the general health of the public.

(l) With the approval of the commissioner, accept in the name of the state any and all donations, fees for tuition, rents, services, and any and all money and grants from any governmental unit, public agency, institution, person, firm, or corporation and receive, utilize, expend, and dispose of such funds subject to budgetary provisions, consistent with the rules of the department of safety and the purposes or conditions of the donation or grant.

(m) With the approval of the commissioner, establish fees to be collected for tuition, services, and licenses. The commissioner may for good cause waive any fees charged under this subparagraph and may authorize tuition reimbursement from the fire standards and training and emergency medical services fund.

(n) Develop and implement a plan for individuals possessing a New Hampshire emergency services license to provide non-emergency services at social or sporting events. Such plan shall be developed and implemented by July 1, 2013. The plan shall be distributed to the commissioner of safety, the director of the division of fire standards and training and emergency medical services, and the chair of the emergency medical and trauma services coordination board.

III. The receipt of a donation or grant under subparagraph II(l) shall be noted in the annual report of the department of safety, which will also identify the nature of the donation or grant and the conditions of the donation or grant, if any. Any moneys received by the division pursuant to subparagraph II(l) shall be deposited in the state treasury to the account of the department of safety and shall not lapse. In addition, the division may receive, hold, and use gifts, bequests, and devises either outright or in trust for purposes consistent with this chapter.

Source. 1999, 345:3. 2001, 91:3. 2004, 171:26. 2011, 169:1, eff. Jan. 1, 2012. 2012, 216:1, eff. June 13, 2012.