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Marissa J. Levine, MD, MPH, FAAFP
State Health Commissioner

**COMMONWEALTH of VIRGINIA
Department of Health**

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SOLE SOURCE CONTRACT

Contract Number: 517-16-101

This contract entered into this 1st day of December, 2015 by the Virginia Department of Health, Office of Emergency Medical Services hereinafter called the "Purchasing Agency" and the ImageTrend, Inc., 20855 Kensington Boulevard, Lakeville, MN 55044 hereinafter called the "Contractor".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From December 1, 2015 through June 30, 2018 (3 One-Year Renewals)

The contract documents shall consist of:

1. This signed form;
2. The attached purchasing description, which consists of:
 - a. The Scope of Work, and/or item description
 - b. The General Terms and Conditions
 - c. The Special Terms and Conditions all of which documents are incorporated herein.
 - d. Payment Schedule

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR

Michael J. McBrady
Signature

Michael J. McBrady
Print Name

President
Title

12/03/2015
Date

PURCHASING AGENCY

Marissa J. Levine
Signature

Marissa J. Levine, M.D., MPH
Print Name

Commissioner, Virginia Department of Health
Title

12/10/2015
Date

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, &2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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I. STATEMENT OF NEEDS:

A. Purpose:

The intent and purpose of this Contract is to establish an agreement between the Virginia Department of Health, Office of Emergency Medical Services (hereinafter referred as Purchasing Agency), an agency of the Commonwealth of Virginia, and the ImageTrend, Inc (hereinafter referred as Contractor) for consulting services to maintain, modify and customize existing Commercial-Off-The-Shelf Software (COTS). The ImageTrend application software product is a suite of modules designed to meet the needs of state, hospital, emergency medical services (EMS), and fire service organizations.

This COTS product provides a state EMS Registry, state Electronic Medical Record, state Trauma Registry, hospital Trauma Registry, Fire Services Electronic Reporting System and Fire Inspections, statewide hospital EMS record integration, a robust Data Analytic Tool, Emergency Preparedness Application, Patient Tracking Tool, Inventory Management, Vehicle Maintenance, Computer Aided Dispatch integration, Licensure and Inspections, and Human Resource Management tool.

B. Background:

This contract is being conducted on behalf of state and local government agencies, institutions and other public bodies, Virginia licensed EMS agencies, Fire Service agencies and, Virginia licensed hospitals that may purchase applicable ImageTrend software program modules during the period of the contract.

II. Scope of Services:

- A. This Master agreement (the "Agreement" or "Contract") specifies the contractual terms and conditions by which the Commonwealth of Virginia and Additional Users will acquire software ("Software" and "Software product") and services ("Services") as identified herein, from the Contractor.
- B. As used in this Agreement:
 - 1. Contractor Software and Services shall be all items listed in Attachment 1 VDH/OEMS ImageTrend Pricing Schedule.
 - 2. "Software" and "Software product" shall include all related software materials and documentation, whether in machine-readable or printed form. "Services" are all technical services, which may include, but not be limited to: installation, warranty/maintenance support, programming, trouble-shooting, consulting and training.
 - 3. Authorized Users include state and local government agencies, institutions and other public bodies, Virginia licensed EMS agencies, Fire Service agencies and, Virginia licensed hospitals that may purchase applicable ImageTrend software program modules during the period of the contract.
- C. Attachment 1 VDH/OEMS ImageTrend Pricing Schedule, attached hereto and incorporated herein, identifies specific Software and Services descriptions and pricing associated with ImageTrend, Inc. provided for under this Agreement.
- D. All Software and Services shall be supplied in conformance with the terms and conditions of this Master Agreement, Attachment 2 – Statement of Work (SOW), Attachment 3 – Scope of Work and any duly executed Attachment, Order, or Schedule referencing this Agreement.
- E. Upon receipt of a valid Purchase Order through eVA or any other authorized ordering process from an authorized Additional Users, the Contractor shall commence work to install all Software and/or deliver Services as stipulated in the Purchase Order.

III. GENERAL TERMS AND CONDITIONS:

A. VENDORS MANUAL:

This contract is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the "Vendor" tab.

B. APPLICABLE LAWS AND COURTS:

This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, §2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. ANTI-DISCRIMINATION:

By signing this contract, the Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (Code of Virginia, §2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING:

By signing this contract, the Contractor certifies that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services

or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS:

By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

G. ANTITRUST:

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. PAYMENT:

1. To Prime Contractor:

- a) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number, social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e) **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable, will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges, which it considers unreasonable, and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges, which are not in dispute (Code of Virginia, §2.2-4363).

2. To Subcontractors:

a) A Contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

b) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime Contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

I. PRECEDENCE OF TERMS:

The following General Terms and Conditions: VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST AND PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

J. QUALIFICATIONS OF CONTRACTOR:

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform the services and the Contractor shall furnish to the Commonwealth all such information and data for this purpose as may be requested.

K. TESTING AND INSPECTION:

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

L. ASSIGNMENT OF CONTRACT:

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

M. CHANGES TO THE CONTRACT:

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the

same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a) By mutual agreement between the parties in writing; or
- b) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

N. DEFAULT:

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Commonwealth may have.

O. TAXES:

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

P. DRUG FREE WORKPLACE:

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees, (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance, marijuana or alcohol is prohibited in the Contractor's workplace and specifying the actions

that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance, marijuana or alcohol during the performance of the contract.

Q. NONDISCRIMINATION OF CONTRACTORS:

A Bidder, Offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

R. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:

The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - b) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

S. AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

T. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

IV. SPECIAL TERMS AND CONDITIONS:

A. AUDIT:

The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

B. CANCELLATION OF CONTRACT:

The Purchasing Agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

C. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:

It is anticipated that the contract will result in multiple purchase orders (i.e., one for each delivery requirement) with the eVA transaction fee specified below assessed for each order.

1. For orders issued July 1, 2011 thru December 31, 2013, the Vendor Transaction Fee is:
 - a) DSBSD-certified Small Businesses: 0.75%, capped at \$500 per order.
 - b) Businesses that are not DSBSD-certified Small Businesses: 0.75%, capped at \$1,500 per order.
2. For orders issued January 1, 2014, and after, the Vendor Transaction Fee is:
 - a) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - b) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

D. PRIME CONTRACTOR RESPONSIBILITIES:

The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using their best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of their subcontractors and of persons employed by them as he is for the acts and omissions of their own employees.

E. RENEWAL OF CONTRACT:

This contract may be renewed by the Commonwealth for 3 successive one year periods) under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the

time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the **Services: Other Services** category of the **CPI-U** section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the **Services: Other Services** category of the **CPI-U** section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

F. ADDITIONAL USERS:

This contract is being conducted on behalf of state and local government agencies, institutions and other public bodies, Virginia licensed EMS agencies, Fire Service agencies and, Virginia licensed hospitals that may purchase applicable ImageTrend software program modules during the period of the contract.

G. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:

The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

H. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - a) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - b) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - c) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

I. E-VERIFY PROGRAM:

EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

V. SPECIAL TERMS AND CONDITIONS—Information Technology Goods & Services

A. CONFIDENTIALITY:

CONFIDENTIALITY (Commonwealth): The Commonwealth agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the contractor in writing or as required by the Freedom of Information Act or similar law. It shall be the contractor's responsibility to fully comply with § 2.2-4342F of the *Code of Virginia*. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to or at the time of submission to the Commonwealth.

CONFIDENTIALITY (Contractor): The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent. Any information to be disclosed, except to the agency, must be in summary, statistical, or other form which does not identify particular individuals. Contractors and their employees working on this project will be required to sign the Confidentiality statement in this solicitation.

B. DEFINITIONS:

DEFINITION - EQUIPMENT: As used herein, the terms equipment, product, or system shall include hardware and software (when applicable) and any materials or supporting documentation. Such documentation may include but is not limited to: users' guides, operations manuals with part lists, copies of all applicable warranties, and any other pertinent information necessary for the proper operation and maintenance of the equipment being acquired.

DEFINITION - SOFTWARE: As used herein, the terms software, product, or software products shall include all related materials and documentation whether in machine readable or printed form.

C. EXCESSIVE DOWNTIME:

Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 24 hours, the contractor agrees to pro-rate maintenance charges to account for each full day of interoperability. The period of in operability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than 1 consecutive calendar days, the contractor shall promptly replace the equipment or software at no charge upon request of the procuring agency. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational within 3 days following the request for replacement.

D. OWNERSHIP OF INTELLECTUAL PROPERTY:

All copyright and patent rights to all data created, stored, or otherwise produced within the Software system that is the subject of the performance of this contract shall become the sole property of the Commonwealth. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of all raw data, any reports created or stored or any subset of the data stored in other ways or developed in the performance of the contract.

E. QUALIFIED REPAIR PERSONNEL:

All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The Commonwealth reserves the right to require proof of certification prior to award and at any time during the term of the contract.

F. SERVICE PERIOD (EXTENDED):

Due to the criticality of the applications for which the equipment and/or software is purchased, the contractor shall provide 24 hours a day, 7 days a week, application support, including state holidays. This level of support will be confined to system outages, poor server performance affecting the ePCR, CAD, and billing functions of the application, and data breaches. A telephone number or on-call paging system shall be available and a live response made within 30 minutes. All necessary repairs or corrections shall be completed within four hours of the initial notification.

G. SOFTWARE UPGRADES:

The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth's current version and the price the contractor sells or licenses the upgraded software under similar circumstances.

H. SOFTWARE DISPOSITION:

Unless otherwise instructed by the contractor, the Commonwealth shall render unusable all copies of software acquired under the contract within thirty (30) days of termination of its license, except that the Commonwealth does reserve the right to retain one copy of the software for archival purposes when appropriate.

I. SOURCE CODE:

In the event the contractor: ceases to be solvent or admits in writing contractor's inability to pay debts as they mature; or if contractor petitions for bankruptcy (or under similar receivership statute), or if contractor otherwise ceases to do business as an ongoing concern, the Commonwealth shall be entitled to have, use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the Commonwealth shall have exclusive right to possess all physical embodiments of such contractor owned materials. The rights of the Commonwealth in this respect shall survive for a period of twenty (20) years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.

J. WARRANTY AGAINST SHUTDOWN DEVICES:

The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

VI. METHOD OF PAYMENT:

The Contractor agrees to provide the services specified herein and will be paid as defined in Section V. Pricing Schedule. Payments will be made in accordance with the Prompt Payment Act of Virginia.

Invoices for orders placed by the VDH Office of EMS shall be submitted electronically to:

Office of Emergency Medical Services
Virginia Department of Health
Attention: Paul Sharpe, Contract Administrator
1041 Technology Park Drive
Glen Allen, VA 23059-4500

All invoices from the Contractor shall identify, at a minimum, the following:

Contract Number: 517-16-101
eVA Purchase Order #:
Invoice Date:
Invoice Number:
Description of Service:
Cost per Pricing Schedule (attachment 1):

Invoices for orders placed by **Additional Users** shall be submitted to meet their requirements as mutually agreed upon.

VII. PRICING SCHEDULE:

The Contractor will charge a fee described in the attached pricing schedule. The fee includes all services described in the scope of work and is broken down as shown. The Contractor will produce invoices to initiate these payments in a timely manner as requested by the Purchasing Agency.

Attachment 1: VDH/OEMS ImageTrend Pricing Schedule Contract # 601-517-16-101

PRICING SCHEDULE A:

Available to the Virginia Department of Health – Office of EMS		
Description	Price	Rate
State Bridge or Elite EMS		
ImageTrend Elite EMS Upgrade	Included	
ImageTrend Elite EMS Upgrade Implementation Package	Included	
State System: Project management hours include 12 hours with an implementation staff member	Included	
EMS Elite/State Bridge Annual Support (EMS Repository) to include data mart accessible by ODBC connection for use with other statistical software.	\$19,200.00	Annual Fee
ImageTrend Elite Field: EMS Upgrade		
<i>** Please refer to attached ImageTrend Elite Product Upgrade Software Licensing Agreement for NEMSIS Conversion Plan for further detail on included items.</i>	**Included	
EMS Elite Field/Field Bridge (ePCR) Annual Support	\$16,000.00	Annual Fee
Visual Informatics - EMS Cube (ad-hoc & all cube & mapping features)	\$7,680.00	Annual Fee
Annual Fee for Comparative Analysis Reports & key performance indicators via the EMS Compass	\$4,850.00	Annual Fee
NEMSIS Extract (Billing Module) Annual Support	\$800.00	Annual Fee
CAD API Annual Support	\$1,600.00	Annual Fee
Vehicle Maintenance Module		
Vehicle Maintenance Module Annual Fees	\$4,000.00	Annual Fee
Hospital HUB (replaces Hospital Dashboard)		
Hospital HUB Setup and Access for State Systems (Resource Bridge module)	\$30,000.00	One-Time
<i>Note: Includes unlimited number of hospital accounts within the Commonwealth of Virginia</i>		
Hospital HUB Annual Support	\$6,000.00	Annual Fee
Hospital HUB Annual Support (if Hosted at ImageTrend's Facilities)	\$4,800.00	Annual Fee
Patient Registry (Trauma)		
Patient Registry Annual Support	\$19,200.00	Annual Fee
Patient Registry Visual Informatics (ad-hoc & all cube features)	\$960.00	Annual Fee
License Management		
EMS License Management Software License Purchase	\$60,000.00	One-Time
EMS License Management Annual Support	\$18,000.00	Annual Fee
EMS Licensure Off-line Inspections License Purchase	\$20,000.00	One-Time
Licensure Off-line Inspection Annual Support	\$6,000.00	Annual Fee
EMS License Management Annual Hosting (if hosted at ImageTrend's facilities)	\$12,000.00	Annual Fee
National Registry Integration	\$5,000.00	One-Time
National Registry Integration Annual Support	\$1,500.00	Annual Fee
Installation of Client Servers (Install on Client Operated Server via VPN)	\$5,000.00	One-Time
EMS Licensure Management Implementation Services: Includes project management, initial system setup and 10 hours of webinar training for system administrators	\$0.00	One-Time

Continued Pricing Schedule A:**Available to the Virginia Department of Health – Office of EMS**

Description	Price	Rate
Standard Data Migration (Client to Populate Workbook.)	\$0.00	One-Time
Webinar Meetings and Training (40 hours) based on ImageTrend's standard rate at \$125/hr)	\$5,000.00	One-Time
Training Sessions (Onsite)	\$1,000.00	Per Day
Travel for onsite training	\$1,500.00	Per Trainer
Webinar Training Sessions	\$125.00	Per Hour
Implementation and Consulting Services	\$125.00	Per Hour
Out of Scope Enhancements	\$125.00	Per Hour

PRICING SCHEDULE B:

Available for Purchase by the Commonwealth of Virginia (Other State and Local Governments), Virginia agencies (EMS, Fire and other emergency agencies) and hospitals.

Description	Price	Rate
EMS & Fire Modules		
Elite EMS/State Bridge Setup Fee	\$5,000.00	One-Time
Service Bridge Software as a Service (Saas) Annual	\$1.25	Per Call
Service Bridge plus NFIRS Tab Setup Fee	\$6,000.00	One-Time
Service Bridge plus NFIRS Tab SaaS Annual Fee	\$1.75	Per Call
Rescue Bridge Complete Setup	\$7,000.00	One-Time
Rescue Bridge Complete SaaS Annual Fee	\$2.25	Per Call
Rescue Bridge Complete plus Mobile Fire Inspections Setup Fee	\$7,000.00	One-Time
Rescue Bridge Complete plus Mobile Fire Inspections Setup Fee SaaS Annual Fee	\$2.75	Per Call
Training Sessions (Onsite)	\$1,000.00	Per Day
Travel for Onsite Training	\$1,500.00	Per Trainer
Webinar Training Sessions	\$125.00	Per Hour
Out of Scope Enhancements and service integrations for billing and CAD.	\$125.00	Per Hour
Integration Services	\$125.00	Per Hour
Resource Bridge		
Resource Bridge	\$20,000.00	One-Time
<i>Includes Bed Tracking, Diversion Status, Regional Status</i>		
Resource Bridge Annual Support	\$12,800.00	Per Year
Patient Tracking		
Patient Tracking Module (web module)	\$18,750.00	One-Time
Patient Tracking Annual Support	\$12,000.00	Per Year
Patient Tracking Statewide Mobile (Android)* Note: Patient Tracking Statewide Mobile to replace the previously purchased Command Center Module included in the original Resource Bridge pricing. Requires final payment of the Resource Bridge License prior system use.	\$0.00	One-Time
Patient Tracking Mobile Annual Support	Included	Per Year
Resource Bridge Planning and Kickoff Meetings	\$5,000.00	One-Time
Resource Bridge Training (2days and 1 trainer)	\$5,000.00	One-Time
Resource Bridge Legacy Data Conversion (Est. \$15,000) - Requires SOW to be billed at \$125/hour	\$125.00	Per Hour
Resource Bridge Allowance for Customization and State Specific Requests \$18,750 Allowance (150 hours @ \$125/hour); Requires separate SOW for customization.	\$125.00	Per Hour
Procurement Module	\$50,000.00	One-Time
Procurement Annual Support	\$10,000.00	Per Year

Continued Pricing Schedule B:

For Purchase by the Commonwealth of Virginia (Other State and Local Governments), Virginia agencies (EMS, Fire and other emergency agencies) and hospitals.

Description	Price	Rate
Inventory Module for Resource Bridge	\$25,000.00	One-Time
Inventory for Resource Bridge Annual Support	\$5,000.00	Per Year
Alert Manger Module	\$15,000.00	One-Time
Alert Manager Annual Support	\$3,000.00	Per Year
Fatality Tracking Module	\$50,000.00	One-Time
Fatality Tracking Module Annual Support	\$10,000.00	Per Year
License Management		
EMS License Management Software License Purchase	\$60,000.00	One-Time
EMS License Management Annual Support	\$18,000.00	Per Year
EMS Licensure Offline Inspections License Purchase	\$20,000.00	One-Time
Licensure Offline Inspection Annual Support	\$6,000.00	Per Year
EMS License Management Annual Hosting (if hosted at ImageTrend's facilities)	\$12,000.00	Per Year
National Registry Integration	\$5,000.00	One-Time
National Registry Integration Annual Support	\$1,500.00	Per Year
Payment Gateway (Client Selected) Integration	\$5,000.00	One-Time
Payment Gateway (Client Selected) Integration and Annual Support	\$1,500.00	Per Year
Installation of Client Servers (Install on Client Operated Server via VPN)	\$5,000.00	One-Time
EMS Licensure Management Implementation Services: Includes project management, initial system setup and 10 hours of webinar training for system administrators.	\$0.00	One-Time
Standard Data Migration (Client to Populate Workbook.)	\$0.00	One-Time
Webinar Meetings and Training (40 hours) based on ImageTrend's standard rate at \$125/hr.)	\$5,000.00	One-Time
Training Sessions (Onsite)	\$1,000.00	Per Day
Travel for onsite training	\$1,500.00	Per Trainer
Webinar Training Sessions	\$125.00	Per Hour
Implementation and Consulting Services	\$125.00	Per Hour
Out of Scope Enhancements	\$125.00	Per Hour

Continued Pricing Schedule B:

For Purchase by the Commonwealth of Virginia (Other State and Local Governments), Virginia agencies (EMS, Fire and other emergency agencies) and hospitals.

Hospitals and Health Information Exchanges (HIE)		
ePCR Export to HIE or electronic medical record systems (EMR) <ul style="list-style-type: none"> • 0-4,999 annual incidents \$3,000 setup (per connection) • 5,000-9,999 annual incidents \$3,000 setup (per connection) • 10,000-24,999 annual incidents \$3,500 setup (per connection) • 25,000 or more annual incidents – contact ImageTrend for pricing (per connection). <p>Choice of one of the following data file export formats:</p> <ul style="list-style-type: none"> • HL7 • PDF • NEMSIS v3 Data • CCD File • EKG strips • NISE XML Data 	N/A	One_time
ePCR Export to HIE or electronic medical record systems (EMR) <ul style="list-style-type: none"> • 0-4,999 annual incidents \$1,050 annual support and hosting (per connection) • 5,000-9,999 annual incidents \$1,050 annual support and hosting (per connection) • 10,000-24,999 annual incidents \$1,225 annual support and hosting (per connection) • 25,000 or more annual incidents – contact ImageTrend for pricing (per connection). 	N/A	Annual
ImageTrend Health Information Hub Setup Includes ePCR export from ImageTrend/VPHIB to single point of delivery. ePCR Export to HIE or electronic medical record systems (EMR) <ul style="list-style-type: none"> • 0-4,999 annual incidents \$7,000 setup. • 5,000-9,999 annual incidents \$10,000 setup. • 10,000-24,999 annual incidents \$15,000 setup. • 25,000 or more annual incidents – contact ImageTrend for pricing. 	N/A	One-Time
ImageTrend Health Information Hub Setup Annual Support and Hosting <ul style="list-style-type: none"> • 0-4,999 annual incidents \$2,450 setup. • 5,000-9,999 annual incidents \$3,500 setup. • 10,000-24,999 annual incidents \$5,250 setup. • 25,000 or more annual incidents – contact ImageTrend for pricing. 	N/A	Annual

Continued Pricing Schedule B:

For Purchase by the Commonwealth of Virginia (Other State and Local Governments), Virginia agencies (EMS, Fire and other emergency agencies) and hospitals.

Outcome/Billing Data Import from HIE or EMR	N/A	One-Time
<ul style="list-style-type: none"> 0-4,999 annual incidents \$3,000 setup (per connection) 5,000-9,999 annual incidents \$3,000 setup (per connection) 10,000-24,999 annual incidents \$3,500 setup (per connection) 25,000 or more annual incidents – contact ImageTrend for pricing (per connection). 		
Outcome/Billing Data Import from HIE or EMR Annual Support and Hosting	N/A	One-Time
<ul style="list-style-type: none"> 0-4,999 annual incidents \$1,050 annual support and hosting (per connection) 5,000-9,999 annual incidents \$1,050 annual support and hosting (per connection) 10,000-24,999 annual incidents \$1,225 annual support and hosting (per connection) 25,000 or more annual incidents – contact ImageTrend for pricing (per connection). 		
Health Information Hub Out-of-Scope	\$125.00	Per Hour
ImageTrend Patient Registry Setup and Project Management Includes:	N/A	One-Time
<ul style="list-style-type: none"> Trauma Category, TQIP, and Performance Improvement. ICD-9 and ICD-10 Codes Report Writer (Transactional) Visual Informatics (Dashboard KPI's – Trauma Cube) EMS Lookup, EMS electronic medical record integration with State. 		
<u>Level III Trauma Centers</u> – Up to 500 incidents per year \$7,500 (setup.)		
<u>Level I and II Trauma Centers</u> – Up to 1,500 incidents per year \$15,000 (setup.)		
Patient Registry Annual Software-as-a-Service (SaaS) Fee	N/A	Annual
<u>Level III Trauma Centers</u> – Up to 500 incidents per year \$3,000 annual SaaS Fee.		
<u>Level I and II Trauma Centers</u> – Up to 1,500 incidents per year \$7,500 annual SaaS Fee.		
Data Migration (requires statement-of-work to finalize data elements in-scope.)	\$2,500	One-Time
Onsite Project Kickoff and Travel (M-F 1 day)	\$2,500	One-Time

**ATTACHMENT 2
STATEMENT OF WORK
TO
CONTRACT # 601-517-16-101
BETWEEN
THE <INSERT NAME OF AUTHORIZED USER>
AND
IMAGETREND INC.**

Attachment 2 is hereby incorporated into and made an integral part of CONTRACT # 601-517-16-101. In the event of any discrepancy between this Attachment 2 and Contract # 601-517-16-101, the provisions of Contract # 601-517-16-101 shall control.

A completed Statement of Work (SOW) from the Contractor to the requesting Authorized User is required to accompany any Request from an Authorized User to process a Contract Order. This format may be modified as mutually agreed upon to meet the needs of the Authorized User and ImageTrend, Inc.

1. Effective Date of this SOW: *This SOW is effective as of <INSERT DATE>*
2. Authorized User: <INSERT NAME OF AUTHORIZED USER>
3. Authorized User Contact Info: *<<Insert all address and other contact information of the public body>>*
4. Ship To/Bill To Addresses:
<<Insert relevant information to appear on the eVA Order or the organizations Purchase Order to correctly bill information>>
5. Project Description: *<<Insert a name and description for project, goals, etc.>>*
6. Scope of Work:
 - a. Number of licenses by type:
 - b. Services required:
 - c. License Document templates needed:
 - d. Custom report needs (other than packaged reports):
 - e. Data conversion requirements:
 - f. Training Plan and number & type of users:
7. Timelines:
8. Deliverables:
9. Project Milestones (if applicable):

10. Acceptance and Testing Criteria:
11. Controls and Guidelines:
12. Scheduled Work Hours:
13. Travel Required / Primary Work Place:
14. Cost of Software/Services:
15. Other:
16. Background Info of the Authorized User (systems, equipment, etc):
17. Facility, equipment, etc., to be provided by Authorized User:

COORDINATED BY:

ImageTrend Inc.	<Insert Name Of Authorized User>
BY: _____	BY: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

Attachment 3: Scope of Work

The Scope of Work establishes the functionality requirements that shall be met by the Contractor,

No.	Scope of Work	Category
A	Business Items	
A.1	The contractor agrees that this contract is for a prehospital data collection system/EMS data repository, a client level electronic medical record system for EMS, a trauma registry, a licensure and inspection system, with robust reporting tools for each system generically and not product name specific. The replacement of one repository and reporting product for another by the contractor shall be considered the same product for the purposes of this contract.	Business
A.2	<p>The application must be easily and inexpensively deployable to all Virginia Licensed EMS agencies. The state EMS data repository (currently Elite EMS), client level field electronic patient care reporting product (currently Elite Field), and EMS data reporting tool with analytics (currently Report Writer) shall be available for use by all Virginia licensed EMS agencies at no additional costs to the state or EMS agencies.</p> <p>The product utilized by hospitals to retrieve patient care reports for patients transported by EMS to their facility shall be available for use by all hospitals that receive Virginia EMS patients on a routine basis at no additional cost to the state, Virginia Licensed EMS agencies, hospitals, or third party EMS software vendors in use by Virginia licensed EMS agencies to comply with state laws and regulations related to EMS data submission.</p>	Business
A.3	To ensure cost efficiency of ownership and connectivity throughout the State of Virginia, and to minimize the risk of potential failure due to the network's configuration, the system must not be based on proprietary technology.	Business
A.4	The contractor accepts the statutorily mandated provisions at the following URL, including the contractual claims provision §2.2-4363 of the <i>Code of Virginia</i> : http://vdhweb/purchase/purchasingguidelines.asp	Business
A.5	Left blank intentionally.	
A.6	The contractor will implement, and turn over to the OEMS, a fully functional Pre-hospital data collection and reporting system, a hospital registry for trauma, and a licensure and inspection product in accordance with the provisions and requirements set forth in this and subsequent documents. The contractor will ensure that by the turnover phase of the contract, the Pre-hospital data collection and reporting system will meet all functional and performance standards established by the OEMS.	Business

A.7	The system must be a commercial off-the-shelf (COTS) product that uniquely integrates all of the underlying functionality to minimize development and customization considerations.	Business
A.8	The COTS product must be able to be customized by state system administrators.	Business
A.9	The contractor must provide a one (1) year warranty on the final application, and be willing to correct problems in a timely manner, with unmodified code/components at no cost to the OEMS. The contractor will need to certify at what point they now consider the application as being the final product.	Business
A.10	An implementation plan must be provided for installation, testing, and implementation for any new product or major revision upon request of the OEMS.	Business
A.11	Maintenance support should include new versions, replacement applications, upgrades, security updates, and patches that are issued during the term of the contract.	Business
A.12	<p>A term of this contract requires that the contractor will maintain "certification/compliance" with the current version of the full NEMSIS data standard. At the time of this writing the required NEMSIS compliance levels includes Receive & Process State Compliant Software and Collect Data Agency Compliant Software. The contractor agrees it will make all transition timelines established by the NEMSIS TAC.</p> <p>The application shall be capable of meeting NEMSIS compliance at all times and not solely during initial testing.</p>	Business
A.13	To ensure cost efficiency of ownership and connectivity throughout the Commonwealth of Virginia, and to minimize the risk of potential failure due to the network's configuration, the system must not be based on proprietary technology.	Business
A.14	The contractor must make available the technical information needed for other programs to be able to "map" their data to the state database (i.e. CSV to XML etc.),	Business
A.15	The contractor must make available the service and cost of perform mapping for other programs.	Business
A.16	The contractor must provide resources or participate in any needed implementation planning that includes how the application will be installed, testing, and implementation on both the database level and by end users statewide. The implementation plan will detail what the scope of work for implementation for the contractor and the OEMS.	Business
A.17	The contractor must be capable and upon request provide a training plan detailing how education will be provided to the statewide users. The training plan will detail what the scope of work will be for the contractor and the OEMS to train all levels of users.	Business

B	Data Base Items	
B.1	The contractor will be responsible from maintaining the application on Commonwealth owned servers.	Database
B.2	The system must have the ability to operate on both production servers and querying servers in order to minimize server slow down during peak usage times.	Database
B.3	The products used to fulfill the requirements herein shall be capable operating on state provided servers, utilize Microsoft Server and Microsoft SQL for their operating systems.	Database
B.4	It is the intention of the OEMS to house the ImageTrend application on SQL server(s).	Database
B.5	The contractor shall notify the OEMS in writing of the need for updated server software no less than six months in advance. Twelve months is preferred.	Database
B.6	The application must have the ability to quickly, easily, and securely send data to a central EMS database for collection and reporting in a real time capacity.	Database
B.7	The contractor understanding the Commonwealth is the owner of the database will provide system administrator access to the application, such as Report Writer and others upon request.	Database
B.8	The Web-based application must provide a relational database connectivity that will allow for robust analysis of data including predetermined reports, but also allow for detailed statistical analysis and querying of data for future or novel areas of interest which would support EMS in improving the delivery of pre-hospital care, improved funding, or resources allocation:	Database
B.8.1	Basic data transactions and queries that can be handled by most relational database management systems (RDBMS),	Database
B.8.2	Multidimensional queries for data analysis and complex reporting over multiyear periods.	Database
B.9	State EMS, field EMS, trauma registry, licensure/certification, and inspections products will be implemented and maintained with the most current cross-database synchronization features available.	Database
B.11	It is the intent of the state to synchronize EMS provider certification and education data from its primary Oracle database. The state will select existing training elements to be synchronized with the ImageTrend product via web services.	Database

B.12	<p>The contractor shall provide the OEMS with a list of all tables and their data elements and values for all tables installed on state servers to include service tables, user account tables etc. with the application. This list shall include all tables, elements, and values with the database and not limited to the NEMSIS elements. This includes all products/modules purchased.</p> <p>This requirement shall be met upon execution of the contract between the contractor and the OEMS annually.</p>	Database
C	Electronic Patient Care Report	
C.1	The contractor shall provide an electronic patient care-reporting tool (i.e. Field Bridge, Elite Field) that includes functionality to print patient care documentation to provide to the receiving hospital at the time of transfer of care. This shall be accomplished by the client level product having the ability to print on an agency portable printer or printers provided by the receiving facility.	ePCR
C.2	The system shall allow for multiple methods of incident reporting within the same incident. Such as point and click, pull down menus, and narratives.	ePCR
C.3	The ePCR package must be able to be hosted on multiple mobile devices, including but not limited to PC's, and tablets.	ePCR
C.4	The ePCR package shall provide anatomical diagrams for documenting patient care.	ePCR
C.5	ePCR shall have the ability to have a paperless patient care reporting program.	ePCR
C.6	The ePCR module shall have the ability to submit data to the state database directly.	ePCR
C.7	The ePCR modules shall contain an integrated method of communication between system administrators and end users within Virginia.	ePCR
C.8	The application must be easily navigated, such that a certified paramedic can complete a Patient Care Report, including Advanced Life Support documentation, within a twenty (20) - minute time limit.	ePCR
C.9	ePCR package must include touchscreen technology, handwriting recognition, and signature feature.	ePCR
C.10	ePCR package must have a GUI that is customizable, at minimum to the individual agency level, to allow the program to follow the natural progression of EMS incidents.	ePCR

C.11	<p>The contractor shall provide the functionality and environment where all records submitted to the Virginia EMS data system are available via an internet-based product where hospital can access the ePCR of patients brought to their hospital (i.e. Hospital Dashboard, Hospital HUB.)</p> <p>This environment must be capable of receiving, processing, and making the record available in real-time. This product must be available for use by all Virginia EMS agencies and all Virginia hospitals/facilities that provide emergency care and would receive Virginia EMS patients at no additional cost to agencies or hospitals. The cost of this functionality shall be a set cost for unlimited use by the state, its EMS agencies, and hospitals.</p>	Hospital
C.12	<p>The hospital environment shall have a means of hospital staff to flag an EMS incident for quality assurance review and this flag should be accessible within the reporting repository tool (i.e. Hospital Dashboard/Hospital HUB) by 6/30/2016.</p> <p>This can be as simple as a single outcome data element that can be used by hospital staffs to signify that the case was of concern. For example the element label could be Response Feedback or Quality Concern, it be a multi-select with limited values including: Crew to be commended for quality care, concerns with medication, concerns with procedure performed, patient safety concern, misdiagnosed.</p>	Hospital
D	General Application(s) Functionality	
D.1	The contractor will provide a fully functional administration tool for the application that allows the OEMS to manage/maintain the application for the statewide EMS community.	Features
D.2	The administration tool must include the capability to activate/inactivate (required/nullable) all data elements that are deemed actively available from all NEMSIS active data dictionary(ies.)	Features
D.3	The application must use and maintain the most current version(s) of the NHTSA EMS data standard and its specific definitions/variables.	Features
D.4	The application must use and maintain the most current version(s) of the NHTSA Demographic Dataset to allow data to be aggregated at the state and national level.	Features
D.5	The application must use the most current version of the NHTSA XSD standard to send and receive data.	Features
D.6	The application shall have the ability to allow the system administrator to generate a State Data Set comparable to the NEMSIS v3 State Data Set Builder.	Features
D.7	The application must include the entire current NEMSIS / NHTSA data set.	Features
D.8	The application must be able to utilize the entire current NHTSA NEMSIS XML structure.	Features

D.9	The application must support an additional ten user definable data elements as seen necessary by the OEMS or EMS agencies (user ID, password, CardCode, etc.).	Features
D.10	The application must provide a user friendly and easily navigated Graphic User Interface.	Features
D.11	The application must be accessible by any authorized user via the Internet. It shall be able to be accessed by average EMS users.	Features
D.12	The application shall operate efficiently with all levels and types of Internet connections from dial up to broadband.	Features
D.13	The application page loads/screen re-draws must be rapid. The program must be optimized to allow for fast page loading the contractor should document their ability to manage Virginia's volume across various internet access speeds as they would want to be noted in the final contract.	Features
D.14	The application must have the ability to quickly, easily, and securely send data to a central EMS database for collection and reporting in a real time capacity.	Features
D.15	The application should be scalable and have a standard that can be expanded to encompass future data systems.	Features
D.16	The contractor will provide/develop a web-based user interface/application, it must meet the following requirements:	Features
D.16.1	The application(s) must be compatible with multiple web browsers, including but not limited to, MS Internet Explorer, Mozilla's Firefox, and Chrome.	Features
D.16.2	GUI pages will contain minimal JavaScript,	Features
D.16.3	GUI Pages must be developed utilizing CSS.	Features
D.17	The application must have the ability to import and export data from other data collection systems if those applications utilize the technical standard of the current NEMSIS XML and XSD.	Features
D.18	The application must be able to handle multiple users at one time with no record locking. The contractor should document their ability to manage Virginia's volume across various internet access speeds as they would want to be noted in the final contract. The contractor should also state what hardware requirements it has to achieve this and other objectives.	Features
D.19	Contains an integrated method of communication between system administrators and end users within Virginia.	Features
D.20	Does the system log a non-received message in the real time records management system as unable to pass the message data to the substitute?	Features
D.21	Does the system allow Real Time, on screen monitoring of all details of an ongoing message broadcast. D.21 - D.24 can all be addressed by using existing "Inbox mail."	Features
D.22	(a) Overview of current call out by groups and individuals.	Features

D.23	(b) Details of current call out by groups and individual.	Features
D.24	(c) Summary of individuals who have not responded.	Features
D.25	The application must have a means to store and enter current population data for use with all health related reporting tools.	Features
D.26	EMS incident address data shall be geocoded using backend processes on a time schedule of not greater than every 24 hours.	Features
D.27	The application must have a certification dashboard / training features that allow EMS agencies to track provider certifications, and other required educational program, track continuing medical education, schedule and manage educational classes, and be alerted to expiring certifications and deficient educational requirements.	Features
D.28	The application must have QA/QI/PI functionalities that interact with individual EMS patient care records and allow for communication between administrators, medical directors, and EMS providers. These features shall allow for the documentation of pertinent information, actions taken, and loop closure.	Features
D.29	The application must continue to provide a means of scheduling training events.	Features
D.30	The application must have a dispatch interface that will enable EMS agencies to procure and utilize the ImageTrend CAD Module so it can be used in concert with the state provided program.	Features
D.31	The application must have equipment inventory capabilities interface that will enable EMS agencies to procure and utilize the ImageTrend Inventory Module so it can be used in concert with the state provided program.	Features
D.32	The application must have vehicle maintenance capabilities that will enable EMS agencies to procure and utilize the ImageTrend Vehicle Maintenance Module so it can be used in concert with the state provided program.	Features
D.33	The application must have a knowledgebase for posting of state and agency level references.	Features
D.34	The contractor will provide a robust set a features that allows state level management of agency, EMS provider, EMS medical director, and vehicle licensure from initial entry into training, application, maintenance, voluntary and involuntary license/certification.	Features
D.35	The licensure/certification functions will contain a comprehensive dataset for managing agency licenses, provider certifications, medical directors, and vehicle permits.	Features
D.36	The licensure/certification functions will be capable of developing services areas.	Features
D.37	The licensure/certification functions should be capable of generating and sending internal and external correspondents.	Features

D.38	The licensure/certification functions for EMS agencies will be robust in order to manage EMS agency licensing to include, but not be limited to, application, licensing, inspecting, and investigating EMS agencies.	Features
D.39	The licensure/certification functions for EMS providers will be robust in order to manage EMS provider certifications to include, but not be limited to, application, certifying, monitoring educational requirements, and investigating EMS providers.	Features
D.40	The licensure/certification functions for EMS medical directors, providers will be robust in order to manage EMS medical directors' certifications to include, but not be limited to, application, certifying, monitoring educational requirements, and investigating EMS medical directors.	Features
D.41	The licensure/certification functions for vehicles will be robust in order to manage EMS vehicle permits to include, but not be limited to, application, permitting, inspecting, and investigating EMS vehicles.	Features
D.42	The licensure/certification functions must be a robust customizable/state staff managed workflow product.	Features
D.43	The licensure/certification functions must contain the ability for state staff to design multiple user roles/permissions.	Features
D.44	The licensure/certification functions must have a method of alerting individual users when the workflow indicates an action is needed by the user or users based on individual accounts or roles.	Features
D.45	The licensure/certification functions must include a "dashboard" or similar interface to allow administrative staffs to monitor the status of processes system-wide.	Features
D.46	The licensure/certification functions must have the ability to inspect and manage the investigation of non-provider, agency, or vehicle entities that do not hold a license, certification, or permit. For example regional non-profit agency, grantees, educators, persons not yet certified, etc.	Features
D.47	The licensure/certification functions should have a customizable public portal. The content available to the public shall be able to be managed by state staffs based on permissions.	Features
D.48	The licensure/certification functions shall have the capability to add and run scheduled tasks. There should exist the ability to view the history of a task.	Features
E	Reporting	
E.1	The application must be able to quickly, easily, and securely access and appropriately display previously stored data from the central EMS database in a real-time capacity.	Reporting
E.2	Allows for dynamic and customized analysis without additional programming (flexibility in analysis).	Reporting

E.3	The system shall allow for the development of new canned reports in-house without having to contact the vendor.	Reporting
E.4	The application must provide community epidemiology reporting (details and levels to be provided by the OEMS).	Reporting
E.5	The application shall allow approved users to generate statistical information using a transactional (ad-hoc) reporting tool for EMS data through an Internet-based query tool. The OEMS shall be able to determine user levels for this query tool without the need for additional programming.	Reporting
E.6	The application shall allow approved users to generate statistical information using an analytical tabular and analytical data cube through an internet-based query tool. The OEMS shall be able to determine user levels for this query tool without the need for additional programming.	Reporting
E.7	Data warehouse/Data Mart functionality will be provided at a time the product has been created.	Database
E.8	The application shall allow approved users to generate statistical information utilizing a mapping report supported by backend nightly geocoding of EMS incident address information.	Reporting
E.9	Performance Improvement feature that can satisfy the Virginia EMS regulatory need for QA and allow an agency to have the capability of designing and redesigning their own QA/PI projects.	Reporting
E.10	The system must be capable of scheduling and sending developed reports to end users from within the system.	Reporting
E.11	The system shall allow for data to be exported to an outside analysis tool (.i.e.SAS, JMP, Tableau,Access,Excel) via an ODBC or similar connection to.	Reporting
F	Security	
F.1	The contractor is required to provide solutions and services that comply with the current (and any subsequently approved/published) Commonwealth and VDH security standards, policies, guidelines, and audit requirements. The Commonwealth security, standards, guidelines, and audit requirements will be reviewed annually with the vendor to ensure accessibility to the current documentation listed at: http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs	Security
F.2	VDH policies may be found on the VDH web site, www.VDH.virginia.gov	Security
F.3	The contractor will provide timely responses to informational and audit requests from the VDH Project Manager or the VDH Information Security Officer as they relate to compliance with Commonwealth security standards; internal or APA audits; or incident response investigations.	Security

F.4	Commonwealth of Virginia, Information Technology Resource Management Standard Section 501-09 (ITRM Standard SEC501-09) or its current version. The contractor shall be responsible for utilizing the most current ITRM Standard which can be found on-line at www.vita.virginia.gov and VDH SEC IT Security Policy VDH SEC Firewall and VPN Policy VDH SEC Security and Architectural Review Policy, and 45 CFR Department of Health and Human Services - Parts 160, 162, and 164 Health Insurance Reform: Security Standards: Final Rule	Security
F.5	The contractor will limit the request for Commonwealth accounts the least number of ImageTrend staffs required to provide support coverage. Only staff properly trained should be provided Commonwealth accounts and access to the application.	Security
F.6	ImageTrend "pilots" (data base operators) will be provided with individual Commonwealth user accounts and key FOB devices to be utilized for application management.	Security
F.7	ImageTrend pilots shall only utilize their own Virginia accounts when accessing Commonwealth servers.	Security
F.8	ImageTrend shall notify the state administrator of the separation of any staff person assigned a Virginia account within 24 hours of vacating their position and return key FOB devices promptly upon request.	Security
F.9	Non-DBO support staff shall not have access to the applications used to meet the requirements listed here. DBO staffs may be provided with an application user accounts that can be activated and deactivated to provide a window of time to perform actions related to their duties.	Security
F.10	ImageTrend shall not at any time create application user accounts or generic users accounts to access the applications without the State's knowledge.	Security
F.11	ImageTrend shall provide and keep current contact information for its staff person considered its HIPAA security officer. This person shall be available to respond to security specific items.	Security
F.12	The application shall meet or exceed all applicable standards for privacy and security including, but not limited to HIPAA. System must be HIPAA compliant in both privacy rules and accepted data formats. HIPAA compliance must be maintained by adding future requirements that become part of the HIPAA privacy rule. Must also include procedures for safeguarding the system from unauthorized modification to the application programs and the data contained in the application.	Security
F.13	The application must provide a complete audit trail information for every transaction and specify who has accessed the patient's record.	Security
F.14	The application must be capable of providing 128-bit encryption.	Security
F.15	The application must be built on current J2EE standards.	Security

F.16	The contractor shall provide for multiple security levels, which can be allocated to users to allow or deny access to different portions of the system capabilities (i.e. recipient only, able to send alerts, able to manage other users, system administration, etc.)	Security
F.17	The application shall also affect how a recipient's substitute gains access (or not) to data – if the substitute's security access level doesn't allow access they don't receive that message.	Security
G	Support	
G.1	<p>The contractor shall provide contact information for emergency 24/7/365 application support. This level of support will be confined to system outages, poor server performance affecting the ePCR, CAD, and billing functions of the application, and data breaches</p> <p>A telephone number or on-call paging system shall be available and a live response made within 30 minutes. This criterion must not be dependent upon a trigger from a support product i.e. entering a ticket.</p> <p>The State may test this response up to twice per year to assure the process will work during an actual event.</p>	Support
G.2	<p>Application and database support provided by ImageTrend should include:</p> <ul style="list-style-type: none"> • Maintaining the application at the server level. • Managing application specific non-operating system programs such as Cold Fusion. • Establishing web-services connections for 3rd party vendors and data exchange with the NEMSIS repository. • Provide support for application errors. • Managing application settings that optimize speed and performance. 	Support
G.3	ImageTrend will provide user support to state system administrators / coordinators. ImageTrend support is expected to be through advising the process / features available or participate in screen sharing technology to guide state staff.	Support
G.4	ImageTrend will provide end user support to Virginia system users on matters relating to application errors, CAD and billing integrations, and web-services setups. Other issues will be referred to state staff using support contact information.	Support
G.5	Support contact information on all application pages shall not advertise ImageTrend contact information and must be updated to Commonwealth support contact information. (This excludes when users navigate to "help" aka ImageTrend University.	Support

G.6	An on-line help “user’s guide” must be implemented with the system(s).	Support
G.7	The application must provide easy to use help tools/dictionary’s with a key word search capability. (wild card searches are not considered user friendly)	Support
G.8	Authorized Users must be able to perform self-maintenance to keep their user accounts and profiles up to date.	Support
G.9	Training materials must include both general overview on concepts, and detailed hands on exercises.	Support
H	Data Quality	
H.1	Has an integrated method to ensure data submitted by an EMS agency or hospital is valid.	Validation
H.2	All EMS records collected/submitted shall pass the same data validation processes. All records whether from the state provided features, third party vendors, or from non-state licensed ImageTrend users shall pass through the same routines processes, validations, XSD, Schematron rules, application specific validation rules, or other data quality monitoring tools. EMS agencies that own their own ImageTrend products/licenses shall be considered users of a third party software product.	Validation
H.3	All hospital records collected/submitted shall pass the same data validation processes. All records whether from the state provided features, third party vendors, or from non-state licensed ImageTrend users shall pass through the same routines processes, validations, XSD, Schematron rules, application specific validation rules, or other data quality monitoring tools. Hospitals that own their own ImageTrend products/licenses shall be considered users of a third party software product.	Validation
H.4	The application shall have the ability for the system administrator to generate an accurate and detailed State Schematron File by 12/31/2015.	Validation
H.5	The application's Schematron generator shall provide a list of validation rules that were not included in the Schematron file at the time the file is generated by 12/31/2015.	Validation
H.6	90% of the back-end processes and validations must be handled by the server, the contractor must provide at no additional cost the ability to receive, and load data into the database with the same level of quality checks from other data collection applications as this application offers. (Invalid or incomplete data should be prevented from entering the state database).	Validation
H.7	The application must provide multiple checks and edits on data fields to ensure data integrity.	Validation

H.8	The application must utilize probabilistic back-end data linkages to prevent the duplication of pre-hospital EMS data by multiple agencies and allow the submission of incomplete patient care reports and then the overwrite of the incomplete record with its final version. (NOTE: A patient ID is not a suitable key for this application).	Validation
H.9	The application shall have the ability to receive an updated record and have that record accurately updated or overwrite the previous version of the record. This functionality should be capable of allowing EMS agencies with the ability to submit an initial patient care report so hospitals have the information as soon as the provider performs an initial synchronization. The record should then be able to be updated and resubmitted without create a duplicate record.	Validation
H.10	The application shall have the ability to receive an updated record and have that record accurately updated or overwrite the previous version of the record. This functionality should be capable of allowing hospitals with the ability of submitting a single or multiple updated records without creating duplicate record.	Validation
H.11	The database fields containing data quality information shall be made available via the Report Writing tools at all times. This shall include, but not be limited to, the rule number, the rule point deduction, the rule title, and the rule error message with detail for each record submitted.	Validation
H.12	Key Performance Indicators (KPI) developed from the EMS Compass Initiative shall be included in reporting tools.	Reporting

