

SOFTWARE LICENSING AGREEMENT

CONTRACT No.: 259655

BETWEEN

CITY OF GRAND JUNCTION
ATTN: JIM FINLAYSON
250 NORTH 5TH STREET
GRAND JUNCTION, CO 81501

AND

IMAGETREND, INC.
20855 KENSINGTON BLVD.
LAKEVILLE, MN 55044

IMAGETREND[®]

THIS AGREEMENT is made and entered into on the date last written below, by and between the ImageTrend, Inc., a Minnesota corporation (hereinafter "IMAGETREND"), and City of Grand Junction, CO (hereinafter "CLIENT").

RECITALS

WHEREAS, IMAGETREND owns the software system known SOFTWARE; and

WHEREAS, CLIENT desires to obtain the license of the Software mentioned above; and

WHEREAS, IMAGETREND is willing to provide CLIENT with a non-exclusive license of the Software on the terms and conditions contained herein;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS.

"Authorized personnel" means employees of CLIENT that use the Software in the scope of their employment, or CLIENT's contractors where the contractor's services must necessarily require access to the Software. Personnel who intend to: reverse engineer, disclose, or use or acquire for any purpose not in the scope of the personnel's employment or necessary for contractor services, any Confidential Information are not Authorized Personnel.

"Proprietary information" means the proprietary products and trade secrets of a party and/or its suppliers, including, but not limited to, computer software, code, technical parameters, price lists, customer lists, designs, software documentations, manuals, models and account tables.

"Confidential information" means any and all information maintained or developed by CLIENT pursuant to this AGREEMENT which is deemed confidential under existing state and/or federal law.

"Custom Development" means that CLIENT contracts IMAGETREND through a signed and accepted Statement of Work to customize the software. Each CLIENT shall have the non-exclusive license to utilize such software. Such software may then become a part of the core product and be distributed. Custom Development may require ongoing support and/or hosting and shall be subject to support and/or hosting fee increases. IMAGETREND maintains ownership of all Custom Development.

"ePCR" means an Electronic Patient Care Report

"Go Live" means the date the Software is able to receive or originate live-use data (e.g. data produced by end users using the system in its normal capacity as part of their duties)

"ImageTrend Elite Data Marts" means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

"ImageTrend Elite Reporting Tools" means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

"Incident(s)" means an instance where the CLIENT sends a vehicle to a potential or actual patient.

“Licensed Information” means any information pertaining to the Software which is owned by IMAGETREND and is licensed to CLIENT. Licensed Information includes such information as input form, user manuals and user documentation, interface format and input/output format, and any other materials pertaining to the Software.

“Perpetual License” means an unlimited use of software without rights for resale.

“Reference” means referral in the promotion of IMAGETREND’S software to other potential CLIENTS.

“Run(s)” means an incident where the CLIENT sends a vehicle to a potential or actual patient.

“Software” means the computer program(s) in machine readable object code form listed in Exhibit “A”, including the executable processing programs comprising the various modules from the Software and the Licensed Information.

“Statement of Work” means the technical document which outlines mutually agreed upon system specification for Custom Development and associated costs, payment terms and acceptance procedures. This document requires CLIENT acceptance and signature prior to beginning work.

“Support” means interactive telephone and e-mail support, computer based online training, product upgrades and enhancements, along with defect corrections, delivered from IMAGETREND's offices.

“Upgraded Version” means the Licensed Software and/or Licensed Information to which updates, enhancements, corrections, installations of patches or other changes have been made. The exterior form of the Updated Version is reflected by changes to the version numbers.

SECTION 2. TERM OF AGREEMENT.

The term of this AGREEMENT shall be one year(s) from signature date, subject to Section 13 of this AGREEMENT. This AGREEMENT shall be subject to automatic annual renewal unless terminated by either party as provided in Section 13, below.

SECTION 3. GRANT OF LICENSE.

A. NON-EXCLUSIVE PERPETUAL USE LICENSE.

In accordance with the terms and conditions hereof, IMAGETREND agrees to grant to CLIENT and CLIENT agrees to accept a non-transferable and non-exclusive perpetual use license of the Software. During the term of the AGREEMENT, the CLIENT shall have access to the Software, which will be installed on servers at the IMAGETREND hosting facility and subject to the Service Level Agreement attached as Exhibit B. CLIENT expressly acknowledges that all copies of the Software and/or Licensed Information in any form provided by IMAGETREND to CLIENT hereunder are the sole property of IMAGETREND and/or its suppliers, and that CLIENT shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this AGREEMENT.

B. IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE

In accordance with the terms and conditions hereof, IMAGETREND agrees to grant the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools as included and detailed in Exhibit A. This AGREEMENT does not give the CLIENT the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other

tools or mechanisms. Direct access to ImageTrend Elite Data Marts is available via separately-priced product and service offerings from IMAGETREND. This Section 3.B, is subject to the Non-Exclusive Use License as covered in Section 3.A and terms of this AGREEMENT.

C. PROTECTION OF SOFTWARE AND LICENSED INFORMATION.

CLIENT agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

CLIENT shall not nor shall CLIENT permit any third-party to, copy or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. CLIENT may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of IMAGETREND are reserved. IMAGETREND reserves all rights which are not expressly granted to CLIENT in this AGREEMENT.

CLIENT shall not, nor shall CLIENT permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this AGREEMENT.

D. DATA OWNERSHIP AND DATA PROTECTION.

All CLIENT data collected with IMAGETREND Software remains at all times the property of the CLIENT. IMAGETREND will not to use or make available any personally identifiable information. During the term of this AGREEMENT and after termination or expiration of this AGREEMENT, IMAGETREND will not in any way transfer to any third party or use in direct or indirect competition with the other party any information or data posted by CLIENT's and others on IMAGETREND's website and acknowledges that all such information is confidential. CLIENT shall have access to creative tools within the Elite Software platform. Use of these features is conditioned upon assignment to IMAGETREND of all copyrights in any work created within and using the Elite software platform, the terms of use for such creative tool features will prompt all users upon first use to agree to terms of use; those terms are hereby incorporated as part of this AGREEMENT and valid whether accepted before or after execution of this AGREEMENT. Please contact IMAGETREND for a copy of these terms prior to final acceptance of this AGREEMENT, if necessary.

E. CLIENT DATA.

Within thirty (30) days after the expiration of this AGREEMENT, the termination of this AGREEMENT, or IMAGETREND is no longer in business, IMAGETREND will deliver to the CLIENT its data, in machine readable format, on appropriate media, at the CLIENT's option. If the CLIENT wants the data to be delivered in a medium other than tape or CD or digital download, IMAGETREND shall do its best to accommodate the CLIENT, provided the CLIENT shall provide the medium on which the data is to be provided and shall pay for any additional cost incurred by IMAGETREND in accommodating this request. After confirmation by the CLIENT of successful transmission and receipt of CLIENT data to CLIENT, the CLIENT data will be securely and permanently destroyed.

SECTION 4. SOFTWARE ABSTRACT.

A. The IMAGETREND Elite contains and stores the data elements of an emergency medical database, including data schema and values that may originate from traditional computer aided dispatch (CAD) sources and data values that may be used in billing from pre-hospital patient care.

The emergency medical database may contain certain vehicle transport information but does not contain data elements and/or values specific to the vehicle path tracking such as automatic vehicle location (AVL) or third party AVL integrations. The emergency medical database does support integrations to third party CAD and billing solutions. The emergency medical database does not support any AVL, CAD or billing functions executed directly from the database. CLIENT shall not use IMAGETREND Software to integrate patient information from a clinical encounter associated with a patient incident requiring emergency medical care by the emergency transport crew with flight information relating to an emergency transport crew dispatch to produce an encounter record indicative of the patient's clinical encounter.

- B. The IMAGETREND Elite contains and stores the data elements of an emergency medical database as defined, described and mandated by the National EMS Information System (NEMSIS). The dataset was adopted by IMAGETREND for State and local regulatory authorities as required by NEMSIS. The NEMSIS data schema and elements are the sole work of the NEMSIS organization in conjunction with the National Highway Traffic Safety Administration (NHTSA). The NEMSIS dataset contains data elements and data structures originating and potentially owned by a number of nonprofit third party organizations and government agencies such as the World Health Organization (ICD 9 and ICD 10), International Health Terminology Standards Development Organization (SNOMED), U.S Department of the Interior and U.S. Geological Survey (GNIS), National Institute of Standards and Technology (FIPS), Health Level Seven International (HL7), Joint APCO/NENA Data Standardization Working Group (AACN). The NEMSIS dataset offers customer driven extensibility that allows the end user to extend and define the dataset at their own discretion.

SECTION 5. SERVICES PROVIDED BY IMAGETREND.

A. **SUPPLY OF SOFTWARE AND LICENSED INFORMATION.**

IMAGETREND shall provide CLIENT software and services as detailed in Exhibit A.

B. **MODIFICATIONS, IMPROVEMENTS AND ENHANCEMENTS.**

During the terms of this AGREEMENT and any extensions under Section 2, IMAGETREND will provide CLIENT with error corrections, bug fixes, patches or other updates to the Software in object code form, to the extent available in accordance with IMAGETREND's release schedule. If CLIENT desires to add new functions or make enhancements to the Software, CLIENT must, for additional consideration, negotiate with IMAGETREND to develop new functions or improvements to the existing Software. All such error corrections, bug fixes, patches, updates, or other improvements or modifications shall be the sole property of IMAGETREND.

C. **INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.**

1. IMAGETREND shall provide CLIENT with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services.
2. "Train-the-trainer" training for administrators. Additionally, online training videos and user guides in electronic format will be made available.
3. Introductory training relating to the Software as detailed in Exhibit A. The parties may enter into a supplemental written AGREEMENT in the event CLIENT desires that IMAGETREND provide additional training.

SECTION 6. MAINTENANCE AND SUPPORT.

- A. Application use support as detailed in Service Level Agreement Exhibit B.

- B. Server hosting environment is monitored and supported 24/7. Emergency support information is available on the IMAGETREND Support site for emergency purposes. Non-emergency related contact may be charged to the CLIENT.
- C. Maintenance of IMAGETREND software, which includes scheduled updates and new releases, as well as defect correction as needed, is included. Specific out-of-scope system enhancement requests will be reviewed with the CLIENT and subject to approval if additional charges are necessary.

SECTION 7. FEES.

- A. Except as otherwise provided in this AGREEMENT, IMAGETREND shall offer the Products and the Services at the prices set forth on Exhibit A.
 - (i) IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for Year 2. These price increases will occur once every year and may not exceed 3% of the price then currently in effect.
- B. The fees for this contract are as detailed in the attached Exhibit A.
- C. At any time during this AGREEMENT, the CLIENT may contract with IMAGETREND for additional software and services not covered in this AGREEMENT with fees to be negotiated on an item-by-item basis. The CLIENT may contract Custom Development by IMAGETREND for additional fees as outlined and agreed to in a signed and accepted Statement of Work.
- D. If there is a delay in acceptance on the remaining items for longer than 60 days, IMAGETREND has the option to invoice the remaining balance on any or all of the open items for Year 1 and begin the Recurring Fees schedule.

SECTION 8. PROTECTION AND CONFIDENTIALITY.

A. ACKNOWLEDGEMENT.

CLIENT hereby acknowledges and agrees that the Software and Licensed Information provided hereunder constitute and contain valuable proprietary products and trade secrets of IMAGETREND and/or its suppliers, embodying substantial creative efforts and confidential information, ideas and expressions. Accordingly, CLIENT agrees to treat (and take precautions to ensure that its authorized personnel treat) the Software and Licensed Information as confidential in accordance with the confidentiality requirements and conditions set forth below. CLIENT acknowledges and agrees that CLIENT shall not permit any non-Authorized User from accessing the Software made available to the CLIENT.

B. MAINTENANCE OF CONFIDENTIAL INFORMATION.

Each party agrees to keep confidential all Proprietary and Confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that the provisions of this Section 8 shall not apply to information which: (i) is in the public domain; (ii) has been acquired by CLIENT by normal means upon the disclosure of the information by IMAGETREND; (iii) is duly obtained by CLIENT directly or indirectly from a third party who has independently developed the information and is entitled to disclose the information to CLIENT, and such disclosure does not directly or indirectly violate the confidentiality obligation of such third party; or (iv) becomes known publicly, without fault on the part of CLIENT, subsequent to the receipt of the information by CLIENT; or (v) must be disclosed as required by law or proper court order

C. SURVIVAL.

This Section 8 shall survive the termination of this AGREEMENT or of any license granted under this AGREEMENT.

SECTION 9. WARRANTIES.

A. PERFORMANCE.

IMAGETREND warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that CLIENT and/or its agents make any unauthorized amendment or change to the Software in any manner.

B. OWNERSHIP.

IMAGETREND represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to CLIENT.

C. LIMITATIONS ON WARRANTY.

All of IMAGETREND's obligations under this Section 9 shall be contingent on CLIENT's use of the Software in accordance with this AGREEMENT and in accordance with IMAGETREND's instructions as provided by IMAGETREND in the Licensed Information, and as such instructions may be amended, supplemented, or modified by IMAGETREND from time to time. IMAGETREND shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field of a CLIENT end-user device.

THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE ONLY WARRANTIES MADE BY IMAGETREND WITH RESPECT TO THE SOFTWARE AND SUPERSEDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND WARRANTIES FOR ANY SPECIAL PURPOSE.

SECTION 10. LIMITATION OF LIABILITY.

Each party shall not, under any circumstances, be liable to the other party for consequential, indirect, incidental, special, punitive, or exemplary damages or losses arising out of or related to this agreement, even if that party is advised of the likelihood of such damages occurring. Each party's cumulative liability for any damages arising out of or in any manner related to this AGREEMENT (including, but not limited to, claims for breach of contract, breach of warranty, negligence, strict liability, or tort), shall be limited to the amount of the fees paid by CLIENT to IMAGETREND under this agreement.

SECTION 11. INDEMNIFICATION.

A. INDEMNITY

IMAGETREND (which includes its agents, employees and subcontractors, if any) agrees to indemnify CLIENT, as well as any agents thereof from all damages, judgments, loss and expenses, but not including consequential or incidental damages arising out of:

- (i) any personal injuries, property damage, or death that CLIENT may sustain while using IMAGETREND's, as well as any agents thereof, controlled property or equipment in the performance of this AGREEMENT; or
- (ii) any personal injury or death which results or increases by any action taken to medically treat CLIENT agents, employees and subcontractors; or

- (iii) any personal injury, property damage or death that CLIENT may sustain from any claim or action brought against CLIENT, as well as any agents thereof arising out of the negligence or recklessness of IMAGETREND in the performance of this AGREEMENT,

B. ENTIRE LIABILITY

SECTION 11 (A) ABOVE STATES THE PARTIES' ENTIRE LIABILITY AND THE PARTIES' SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INDEMNIFICATION. SECTION 9 OF THIS AGREEMENT STATES THE FULL EXTENT OF IMAGETREND'S WARRANTY AND SECTION 11(A) PROVIDES NO ADDITIONAL WARRANTY OF ANY KIND. ANY OTHER WARRANTY, EXPRESS OR IMPLIED OUTSIDE OF THIS AGREEMENT, INCLUDING THOSE ARISING OUT OF THE UNIFORM COMMERCIAL CODE, ARE WAIVED.

SECTION 12. INSURANCE REQUIREMENTS.

IMAGETREND will provide standard insurance coverage as detailed in a Certificate of Insurance, if requested.

SECTION 13. TERMINATION.

A. TERMINATION WITHOUT CAUSE.

Following the expiration of the original term of this AGREEMENT, either party shall have the right to terminate this AGREEMENT, without cause, by giving not less than sixty (60) days written notice of termination.

B. CUSTOM DEVELOPMENT TERMINATION

Either party shall have the right to terminate any Custom Development portion(s) of this AGREEMENT, without cause, by giving not less than thirty (30) days written notice of termination.

C. TERMINATION FOR CAUSE.

This AGREEMENT may be terminated by the non-defaulting party by giving not less than thirty (30) days written notice of termination if any of the following events of default occur: (i) if a party materially fails to perform or comply with this AGREEMENT or any provision hereof; (ii) if either party fails to strictly comply with the provisions of Section 8 , above, or makes an assignment in violation of Section 15, below; (iii) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (iv) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended from time to time, is filed by a party; or (v) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.

SECTION 14. COOPERATIVE USE

Public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the CLIENT are eligible to participate in any subsequent Agreement. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, rules and regulations of the respective political entity and with applicable State and Federal laws.

Any orders placed to, or services required from IMAGETREND will be requested by each participating agency. Payment for purchases made under this Agreement will be the sole responsibility of each participating agency. The CLIENT shall not be responsible for any disputes arising out of transactions made by others. IMAGETREND shall be responsible for correctly administering this Agreement in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

SECTION 15. NONASSIGNABILITY.

CLIENT shall not assign this AGREEMENT or its rights hereunder without the prior written consent of IMAGETREND.

SECTION 16. GOVERNING LAW.

The parties agree that the law governing this AGREEMENT shall be that of the State of Colorado without regard to its conflict of laws principles.

SECTION 17. COMPLIANCE WITH LAWS.

IMAGETREND shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 18. WAIVER.

Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this AGREEMENT or of any subsequent default or breach of the same or a different kind.

SECTION 19. NOTICES.

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and addressed to the respective parties as follows:

TO CLIENT: City of Grand Junction, CO
250 North 5th Street
Grand Junction, CO 81501

ATTENTION: Jim Finlayson

TO IMAGETREND: ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville, MN 55044

ATTENTION: Mike McBrady

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 20. FORCE MAJEURE.

Neither party shall be liable in damages or have the right to terminate this AGREEMENT for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

SECTION 21. ARBITRATION.

Any dispute between IMAGETREND and CLIENT under this AGREEMENT shall be resolved by arbitration by an arbitrator selected under the rules of the American Arbitration Association (MINNESOTA) and the arbitration shall be conducted in that same location under the rules of said Association. If an arbitrator cannot be agreed upon by the parties, IMAGETREND and CLIENT shall each choose an arbitrator, and those two chosen arbitrators shall choose a third arbitrator, who shall preside over any dispute. IMAGETREND and CLIENT shall each be entitled to present evidence and argument to the

arbitrator. The arbitrator shall have the right only to interpret and apply the provisions of this AGREEMENT and may not change any of its provisions. The arbitrator shall permit reasonable pre-hearing discovery of facts, to the extent necessary to establish a claim or a defense to a claim, subject to supervision by the arbitrator. The determination of the arbitrator shall be conclusive, final and binding upon the parties and judgment upon the same may be entered in any Minnesota court having jurisdiction thereof. The arbitrator shall give written notice to the parties stating his determination, and shall furnish to each party a signed copy of such determination. IMAGETREND and CLIENT shall equally share the cost of the arbitrator(s) fees. The arbitrator may award reasonable costs and expenses, including reasonable attorney fees, to the prevailing party.

SECTION 22. INTERPRETATION.

This AGREEMENT has been negotiated between persons sophisticated and knowledgeable in the matters dealt with in this AGREEMENT. Each party further acknowledges that it has not been influenced to any extent whatsoever in executing this AGREEMENT by any other party hereto or by any person representing it, or both. Accordingly, any rule or law or legal decision that would require interpretation of any ambiguities in this AGREEMENT against the party that has drafted it is not applicable and is waived. The provisions of this AGREEMENT shall be interpreted in a reasonable manner to effect the purpose of the parties and this AGREEMENT.

SECTION 23. SIGNATOR'S WARRANTY AND ACCEPTANCE BY PERFORMANCE.

Each party warrants to each other party that he or she is fully authorized and competent to enter into this AGREEMENT, in the capacity indicated by his or her signature and agrees to be bound by this AGREEMENT. CLIENT understands and agrees that if CLIENT accepts any Software, goods, or services from IMAGETREND prior to IMAGETREND receiving a final, mutually signed copy of this AGREEMENT, that CLIENT has accepted this AGREEMENT and all of its terms and conditions.

SECTION 24. PRIOR AGREEMENTS AND AMENDMENTS.

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to this AGREEMENT.

WITNESS THE EXECUTION HEREOF on the day and year last written below.

APPROVED AS:

"CLIENT" (City of Grand Junction, CO)

By: Scott Hockins

Name: Scott Hockins

Title: IT Business Operations Manager

Dated: 12/7/2017

"IMAGETREND"

By: Michael J. McBrady

Name: Michael J. McBrady

Title: President

Dated: 12-08-2017

EXHIBITS

EXHIBIT A – Pricing Agreement

EXHIBIT B – Service Level Agreement

EXHIBIT C – HIPAA Business Associate Agreement

EXHIBIT D – Insurance Certificate

EXHIBIT E – Tax Exemption Certificate

EXHIBIT F – ImageTrend RFI Response

EXHIBIT A – PRICING AGREEMENT

IMAGETREND's license and annual support are based upon 15,000 annual incidents as provided by CLIENT. IMAGETREND reserves the right to audit the annual incident volume and the option to increase future support costs, with prior notification to the CLIENT, if the number of annual incidents increases substantially and has a resulting effect of increased support calls to IMAGETREND.

Pricing Agreement

Description	Units	Price	Extended
ImageTrend Elite Rescue License / Agency Add-on (Fire & EMS)	1	\$22,000.00	\$22,000.00
ImageTrend Elite Rescue Setup Fee and Project Management	1	\$750.00	\$750.00
Additional Service to be added to existing Rescue Bridge / ImageTrend Elite Rescue – One-Time Setup Fee	1	\$1,500.00	\$1,500.00
ImageTrend Elite Field Site License (State Provided)	1	No Charge	No Charge
ImageTrend Elite Mobile Fire Inspections Site License / Agency Add-on	1	\$8,000.00	\$8,000.00
Hospital Hub Setup and Access Fee for Services (State Provided)	1	No Charge	No Charge
Visual Informatics – Analytics Setup Fee <i>Includes: Analytics, Pie Charts, Charting, Widgets, Interactive Alerting Engine</i>	1	\$12,500.00	\$12,500.00
Visual Informatics – Additional Cube Setup Fee	1	\$6,250.00	\$6,250.00
Billing Integration (Manual Export Tool)	1	No Charge	No Charge
CAD Integration	1	\$1,000.00	\$1,000.00
TeleStaff Integration	1	\$8,000.00	\$8,000.00
Training Sessions – Onsite (Full Day M-F)	3	\$600.00	\$600.00
Travel per Trainer for Onsite Training	1	\$350.00	\$350.00

TOTAL One-Time Fees

\$60,950.00

Recurring Fees	Units	Price	Extended
ImageTrend Elite Rescue Annual Support	1	\$3,520.00	\$3,520.00
ImageTrend Elite Rescue Annual Hosting	1	\$4,800.00	\$4,800.00
ImageTrend Elite Field Site License Annual Support (State Provided)	1	No Charge	No Charge
ImageTrend Elite Mobile Fire Inspections Site License Annual Support	1	\$1,280.00	\$1,280.00
Hospital Hub Annual Support and Hosting (State Provided)	1	No Charge	No Charge
Visual Informatics Annual Support	1	\$2,000.00	\$2,000.00
Visual Informatics Additional Cube Annual Support	1	\$1,000.00	\$1,000.00
Billing Integration Annual Support	1	No Charge	No Charge
CAD Annual Support and Hosting	1	\$288.00	\$288.00
FTP Automated Export of the NEMSIS v3 XML and PDF File Annual Support & Hosting	1	\$2,500.00	\$2,500.00
TeleStaff Integration Annual Support and Hosting	1	\$2,800.00	\$2,800.00

TOTAL Recurring Fees

\$18,188.00

TOTAL Year 1

\$79,138.00

Optional*	Units	Price	Extended
Out of Scope billed at \$175/Hour		\$175.00	
Onsite Training Sessions @ \$1,000/day		\$1,000.00	
Travel per Trainer (for Onsite Training at Client's Facility Training)*** @ \$1,750/trainer/trip		\$1,750.00	
Webinar Training Sessions (2 hour session M-F during ImageTrend's Standard Business Hours) \$250/session		\$250.00	
Target Solutions Integration	1	\$4,000.00	
Target Solutions Integration Annual Support and Hosting	1	\$1,400.00	
MARS (Mapping) Setup Fee	1	\$2,500.00	
MARS (Mapping) Annual Transactional Fee	1	\$4,400.00	
Scheduler Setup Fee	1	\$3,500.00	
Scheduler Annual Support	1	\$560.00	

*The CLIENT may elect to purchase additional services as set forth in the options identified above at any time during the contract term. The CLIENT shall exercise said options by written notice to IMAGETREND. The prices above are valid for one year from contract signature.

Payment Terms:

- a. Payment Terms are net 30 days.
- b. Upon acceptance and signature of Contract, 50% of the One-Time Fees will be invoiced. The remaining 50% of One-Time Fees will be invoiced independently upon completion. The Recurring Annual Fees will begin at system go-live.
- c. If there is a delay in acceptance on the remaining items for longer than 60 days, IMAGETREND has the option to invoice the remaining balance on any or all of the open items for Year 1 and begin the Recurring Fees schedule.
- d. The recurring Annual Fees will be billed annually in advance.
- e. CLIENT agrees IMAGETREND may, in IMAGETREND's discretion, cease to provide access, hosting, support or otherwise disable the Software listed in Exhibit A due to CLIENT's breach of contract, overdue payments, or missed payments.
- f. CLIENT agrees IMAGETREND may charge to CLIENT a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts. CLIENT also agrees IMAGETREND may charge to CLIENT all reasonable costs and expenses of collection, including attorneys' fees where, in IMAGETREND's discretion, payments are consistently deficient or late.
- g. IMAGETREND will invoice sales tax to non-exempt CLIENTS where applicable
Note: If CLIENT would like to schedule Onsite Training on the weekend, additional fees may apply.
Note: IMAGETREND is not responsible for any CAD Vendor requirements and any associated fees
Note: CAD data will only be available for 60 days in the dispatch database; which may impact CAD Recon Reports

Pricing escalation factors:

- a. IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for Year 2. These price increases will occur once every year and may not exceed 3% of the price then currently in effect.
- b. All Annual SaaS Fees are based upon anticipated usage and are subject to an annual usage audit, which may affect future fees.
- c. All hosting fees are based upon anticipated usage and includes 30 GB of Storage total. These fees are subject to annual usage audits, which may affect future fees at an increase of \$15/10GB/month for Storage.

Statements/Invoices should be mailed to:

Jim Finlayson
City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501
Phone: 970-244-1525
Email: jimf@gjcity.org

ImageTrend Salesperson Contact:

Jason Bonham
952-469-1589
Jason.bonham@imagetrend.com
contracts@imagetrend.com

EXHIBIT B – SERVICE LEVEL AGREEMENT

PERPETUAL USE LICENSE, IMAGETREND HOSTED SOLUTION VERSION 4.0

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

1. Hosting at the ImageTrend's Datacenter

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

Hardware

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

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

Physical Facility

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

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

Data Integrity

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

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

2. Application and Hosting Support

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

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

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

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

Support Suite: www.imagetrend.com/support

Email: support@imgatrend.com

Toll Free: 1-888-730-3255

Phone: 952-469-1589

Online Support

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

Incident Reporting Malfunctions

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

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

Service Requests (enhancements)

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

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

Out of Scope

CLIENT may contract with IMAGETREND for Out of Scope services. This will require a separate Statement of Work and will be billed at IMAGETREND's standard hourly rate.

Maintenance and Upgrades

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

Escalation

Our support staff is committed to resolving your issues as fast as possible. If they cannot resolve your issue, they will identify the course of action that they will be taking and indicate when an answer will be available. They in turn will seek assistance from the designated developer. The next level of escalation goes to the Project Manager, who also addresses all operational issues on an ongoing basis and reviews the issue log regularly to assess product performance and service levels. Senior Management will handle issues requiring further discussion and resolution. Any issues to be determined to be of a critical nature are immediately escalated accordingly.

EXHIBIT C – HIPAA BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) dated December 7, 2017 (the “Effective Date”), is entered into by and between City of Grand Junction, a Municipal corporation (the “Covered Entity”) and ImageTrend, Inc. a Minnesota corporation (the “Business Associate”).

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

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

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

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

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

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

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

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

1. **Business Associate Obligations**. Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the “Confidentiality Requirements”). All references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in

the same manner.

2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity's benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein. Use, creation and disclosure of de-identified health information by Business Associate are not permitted unless expressly authorized in writing by Covered Entity.
3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of "minimum necessary use and disclosure," i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within three (3) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate's obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing or as directed by or as a result of a request by Covered Entity to disclose to Recipients, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.
4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity, an individual who is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) days of such request and shall make any amendment requested by Covered Entity within ten (10) days of such request. Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.
6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.
7. **Records and Audit.** Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.
8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act. Furthermore, to the extent feasible, Business Associate will use commercially reasonable efforts to ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI. Business Associate acknowledges and agrees that the HIPAA Omnibus Rule finalized January 25, 2013 at 78 Fed. Reg. 5566 requires Business Associate to comply with new and modified obligations imposed by that rule under 45 C.F.R. §164.306, 45 C.F.R. § 164.308, 45 C.F.R. § 163.310, 45 C.F.R. § 164.312, 45 C.F.R. § 164.316, 45 C.F.R. § 164.502, 45 C.F.R. § 164.504. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate's response to the Security Incident and the

identification of the party responsible for causing the Security Incident, if known. Business Associate and Covered Entity shall take reasonable measures to ensure the availability of all affirmative defenses under the HITECH Act, HIPAA, and other state and federal laws and regulations governing PHI and EPHI.

9. Data Breach Notification and Mitigation.

- a. **HIPAA Data Breach Notification and Mitigation.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any “breach” of “unsecured PHI” as those terms are defined by 45 C.F.R. §164.402 (hereinafter a “HIPAA Breach”). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section 9(b), governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.
- b. **Data Breach Notification and Mitigation Under Other Laws.** In addition to the requirements of Section 9(b), Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as “Individually Identifiable Information”) that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iii) comply with Covered Entity’s

determinations regarding Covered Entity's and Business Associate's obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.

- c. **Breach Indemnification.** Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate. If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.
- i. Covered Entity shall indemnify, defend and hold Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.
- ii. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

10. Term and Termination.

- a. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.
- b. Covered Entity shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.

- c. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate if any of the following events shall have occurred and be continuing:
 - i. Business Associate fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Business Associate by Covered Entity; or
 - ii. A violation by the Business Associate of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Business Associate under this Agreement.
- d. Termination of this Agreement for either of the two reasons set forth in Section 10.c above shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.
- e. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.
- f. Upon termination of this Agreement for any reason at Covered Entity's direction, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to "return or destroy," Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.

11. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

12. **Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.

13. **Miscellaneous.**

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

If to Covered Entity:

Compliance Office

If to Business Associate:

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

14. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
15. **Assignment.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
16. **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
17. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.
18. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Covered Entity is located, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which Covered Entity is located.
19. **Equitable Relief.** The parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause the other irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the injured party shall have the right to apply to

a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the injured party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to the parties at law or in equity. Each party expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond.

20. **Nature of Agreement; Independent Contractor.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.
21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

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

COVERED ENTITY: City of Grand Junction, CO

By: Scott Hockins

Scott Hockins
(Print or Type Name)

IT Business Operations Manager
(Title)

Date: 12/7/2017

BUSINESS ASSOCIATE:

By: Michael J. McBrady

Michael J. McBrady
(Print or Type Name)

President
(Title)

Date: 12-08-2017

EXHIBIT D – INSURANCE CERTIFICATE

Intentionally left blank

EXHIBIT E – TAX EXEMPTION CERTIFICATE

CLIENT to provide completed Tax Exemption Form, Tax Exemption Certificate, or other applicable documentation from the State Department regarding their Tax Exemption Status.

EXHIBIT F – IMAGETREND RFI RESPONSE



CITY OF GRAND JUNCTION

RESPONSE TO REQUEST FOR INFORMATION RFI-4291-16-SH
FOR A FIRE RECORDS MANAGEMENT SYSTEM

DUE: JANUARY 24TH, 2017 PRIOR TO 2:30 PM LOCAL TIME

CITY OF GRAND JUNCTION
333 WEST AVENUE, BLDG C
GRAND JUNCTION, CO 81501
ATTN: SUSAN HYATT
susanh@gjcity.org

PREPARED BY:
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www.imagetrend.com

IMAGETREND®

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EXECUTIVE SUMMARY

ImageTrend, Inc. is pleased to present this proposal outlining our products and services in response to the **City of Grand Junction's RFP** for a **Fire Records Management System**. Our user-intuitive and dynamic **ImageTrend Elite Rescue** with the **ImageTrend Elite Field** is an ePCR Solution that provides a secure method of collecting pre-hospital data for Electronic Patient Care Reports, extracting existing data, and exporting or sharing data with other agencies and applications. Not only does this system provide data handling, but it has extensive tools for turning this data into valuable and discernible information with its data analysis and data mining tools that have extensive reporting and geographical display capabilities. Currently, ImageTrend is in the process of upgrading fire modules and will attribute cost and milestones to each module as they transition into the Elite system. All data will be migrated over with minimal difficulty as these modules become available.

ImageTrend incorporates a solid 18 year history. ImageTrend's EMS systems have been in operation since 2001 and have a history of collecting over 100,000,000 incidents from over 2,000 clients. During this time the States of Minnesota, Nebraska, Missouri, Georgia, New Hampshire, Maine, Wisconsin, Idaho, Iowa, New Jersey, Washington, Michigan, Oklahoma, Louisiana, Mississippi, New Mexico, Massachusetts, Kansas, Alaska, Oregon, Virginia, Vermont, New York, Maryland, Kentucky, Wyoming, Colorado, Arizona, Delaware, California, Indiana, Arkansas and Rhode Island as well as the many services and individual users have provided us invaluable information for product refinement and expansion. Some of these large service groups are Inland Counties Emergency Medical Services Agency (ICEMA) (CA), Houston Fire Department (TX), Orange County (CA), Nashville Fire Department (TN), the City of Memphis (TN), New Orleans EMS (LA), Ventura County EMS Agency (CA), Lee County (FL) and many more. The input from these clients has resulted in an ePCR solution that not only collects data, but provides further features for streamlined electronic field data collection to eliminate redundancies and save time.

In May 2014, ImageTrend's Elite platform received full certification for NEMSIS (National EMS Information System) version 3.3.3 compliance. ImageTrend was the first company to be certified in both *collect data* and enterprise-level *receive and process* capability. According to EMS.gov, NEMSIS Version 3 is an important step toward harmonizing EMS data with patients' electronic health records at the hospital. NEMSIS Version 3 compliance is an important measure of the software's ability to correctly record and transmit medical data. The testing process ensures the data system conforms to the NHTSA (National Highway Traffic Safety Administration) Version 3 Dataset for interoperability among systems used by dispatch and medical devices.

ImageTrend Elite Rescue provides functionality for collecting and analyzing EMS and fire data, as well as additional modules for inventory management, staff training records, location information, hydrant information and inspections. Many of these modules are already available on the **ImageTrend Elite Rescue** platform, and they will be migrated over as each one is completed. The advanced Report Writer allows access to hundreds of standard reports as well as the ability to create ad hoc reports as needed. These reporting and query tools provide the user a way to turn data into valuable information. As an enterprise architecture each user is able to view, analyze and run reports on their specific data.

In conjunction with **ImageTrend Elite Rescue**, ImageTrend offers the **Elite Field** and **Elite Mobile Fire** modules. **Elite Field**, which when installed on the Tablet PC, makes mobile data collection easy with its pen-based entry, handwriting recognition and portability. This portability allows for installation in the emergency vehicles where the data can be entered as it happens, ensuring a higher accuracy and limiting redundant entries. This application can also be installed on any standard desktop or laptop PC, where the drop down menus, default run templates, power tools and automated narratives significantly reduce run form completion times. **ImageTrend Elite Rescue** also supports fire inspection duties with easy-to-use forms that store building inspection information and violation tracking. With the use of a Tablet PC, these forms can be completed during the inspection, document violations and capture needed signatures. This information is then immediately available for any incident that may occur. Linking

information from inspections to incidents assists in decision making and implementing time-saving procedures, which increase preparedness.

Starting in 2013, ImageTrend developers set out on the formidable project of creating the data platform of the future. While simply retrofitting the NEMSIS data dictionary into existing code may have been possible, the results would have been a less than optimal experience for end users. The new Elite platform allowed our developers to implement more features – such as custom validation rules for fire, more synched fields from License Management and improved power tools – to help agencies more easily analyze and check data quality. We were also able to realize several goals of a future data platform.

The development team for ImageTrend Elite solved unique technological challenges. The end result is a data system that is not only the first fully certified NEMSIS 3 compliant solution, it is also:

- Easier to deploy and use
- More flexible to fit your hardware preferences
- Enterprise ready

One of the goals in the project was creating a singular code with a more consistent user experience. Prior to Elite, ImageTrend EDS products were designed to work together but often had separate underpinnings. For example, EMS Field Bridge is a completely separate code from EMS Service Bridge or State Bridge. They share data files using a common database table format, but are otherwise distinctly separate with their own look and different user experience. In the Elite platform, the cloud-based code can be extended to the field. With Elite Field, offline capability and expanded EKG integration options are available. In either case, the look and feel remains consistent, and that makes it easier for administrators to train end users.

Another goal was to embrace emerging hardware platforms. The de facto ruggedized laptop computer running Windows has been a reliable workhorse and continues to be the primary platform of choice; but shrinking budgets and the appeal of low-cost tablets has sparked a new conversation. One approach would be to create a different version of the software for each platform that would be downloaded from each app store, but that can lead to problems. For example, the more versions of code there are to maintain, the less time can be spent on innovation and product enhancements. Additionally, third party policies for app stores can create new issues that may delay updates or even cause removal of the app without notice. ImageTrend deemed availability was too critical to roll the dice with app stores and needed a different option.

The solution was to use HTML5, a new language for Web-based applications, to deliver the end user experience. Backend storage and infrastructure is still handled by enterprise-level servers and databases, so you can rest assured everything is secure. So far, one of the more notable changes is how the new Form Manager differs from the Layout Editor. Because the new interface uses a dynamic layout that adjusts to the device's screen, administrators no longer have to specify layouts in a form. It may take getting used to, but in the long run it saves time when creating or updating forms.

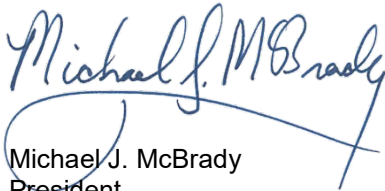
Creating a new data system from scratch also allowed a unique opportunity to synchronize functionality even more. The new interface and Form Manager were designed to work just as well for NFIRS and inspections forms. End users who learn one type of form (such as EMS run form) can easily apply that skill to another form, effectively halving training time and increasing proficiency in the field. The unified data system cuts down on redundant data entry where applicable. It also allows single user accounts that can be associated to multiple agencies, each with its own permission group settings for that user.

As a product offering this solution provides you a risk-free solution with its proven track record. Our experience provides a basis of reference to ensure an implementation process that is attainable in the allocated time and within budget. ImageTrend's successful implementations are dependent upon providing turnkey processes often involving disparate systems. ImageTrend's products and services, whether our premium hosting option or our project management, support and training will ensure a successful implementation.

ImageTrend has taken great care in preparing this proposal for your RFP, answering all questions in detail and providing comprehensive information regarding all of our products and services. Since it is true that a picture is worth a thousand words, we would welcome any opportunity to demonstrate our offering to you in person for efficient and thorough understanding. This would give you the chance to not only view the solution, but to meet our enthusiastic and dedicated team as well.

ImageTrend's successes are predicated on the valued partnerships with our customers. These are communicative, responsive and intimate joint ventures. We would be proud to enter into such a relationship with you.

Best regards,



Michael J. McBrady
President

- **Mobile Data Collection:** Elite Field for field reporting and full data aggregation and Mobile Fire Inspections to collect inspections data in the field.
- Optional modules:
 - Web-based Hospital Hub for secure, online viewing of incoming patients at the receiving facility.
 - Scheduler to create and manage shifts and personnel calendars.
 - License Management for managing end-to-end licensing and records processing.
 - Visual Informatics for advanced reporting with data mining techniques.
 - Mapping and Reporting System (MARS) to allow plotting data on geographical maps and data analysis.

Elite Rescue System Architecture

The overall architectural design of the ImageTrend Elite system is comprised of a scalable database structure that supports full functionality with ease of expansion as requirements grow and change.

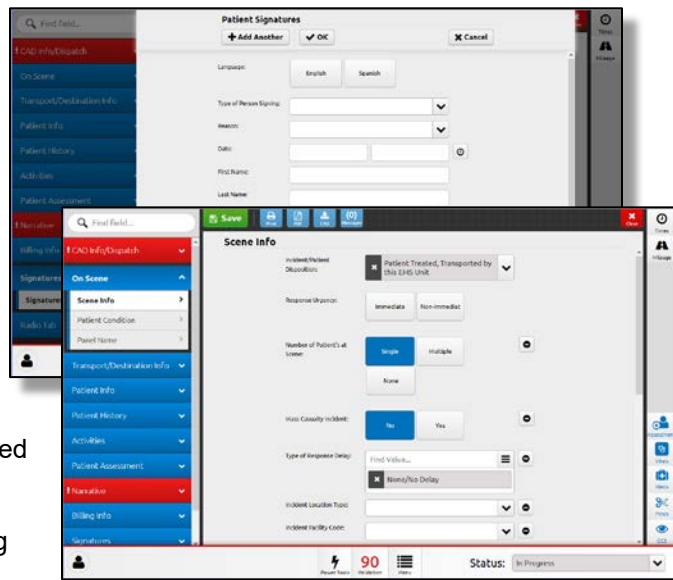
The Elite data repository is based upon the NEMSIS v3 and NFIRS 5.0 uniform data sets. In addition to collecting all aspects of NEMSIS v3 (including NOT values, Pertinent Negative values, ICD-10 codes, RxNorm values, GNIS addresses, and SnoMed codes), Elite is also capable of collecting custom elements.

Data Repository

The data repository is Microsoft SQL based and designed to support the expanding and dynamic requirements of the fire and EMS communities. These requirements include, but are not limited to, system-wide quality improvements identified through tracking of trends and procedures, benchmarking of specific indicators for compliance and public health issues, and a non-redundant data flow and sharing between concerned agencies from the local to the Service to the national level. The NHTSA v3 and NFIRS uniform data sets populate the database hosted at ImageTrend’s secure facilities or at the client’s hosting facilities. All fields of the data set are available for reporting and exchanging with other agencies and applications.

Data Entry

Electronic data entry, whether via the Web or with the field clients supports ease of collection and ensures non-redundant entries, while being workflow oriented. The data can originate from CAD, Transfers, and medical devices, as well as quick-pick entries in the field (as it happens). This data collection constitutes the incident level and can be posted to the data repository. From here the data is available for querying, comparing, reporting or sharing.



Security

The multi-tiered security module incorporated into this application meets HIPAA guidelines and has been reviewed by HIPAA officers of various organizations with a positive outcome. The reporting and auditing functions of the application’s procedures

allow for complete safeguarding and immediate notifications of any attempted breaches. This provides for data access only through assigned permissions and ensures that only those intended see their data and can access it for reporting.

Scalability

ImageTrend systems are designed with open, scalable architectures and modular functionality. Modules can be added at any time, and if functionality is desired that does not exist, it can be designed as a module. All system additions are designed and tested on development servers to ensure desired functionality and full functional interfacing with existing functionality. This also provides the client with the ability to review and perform final acceptance prior to going live. The scalability lets the systems grow as needs, budgets and hardware capabilities allow, delivering continual progression.

Another consideration of scalability is the user and data volumes. ImageTrend systems are designed for high volume and traffic user bases, and there are many examples of each of these types of systems in use today.

This solution provides:

- Limited information access to the ambulance volunteer or paramedic in the field to their personal data and the ambulance incidents they perform.
- The ambulance agency manager has access to all of the data on all of the incidents that are handled by his or her agency.
- The city administrator has access to all of the incidents for his or her city.

ImageTrend's familiarity with all sizes of EMS reporting systems is reflected in our diverse list of clients, ranging from agencies with fewer than 200 incidents per year to states with millions of incidents per year.

Compliance with National EMS Database

ImageTrend is NEMSIS compliant – in both Collect Data and Send & Receive - and based upon the most current version of the NHTSA data set, which is version 3. ImageTrend is committed to supporting the national data set. We understand the importance of a national data set and its positive impact on convenient data exchange and the potential role that EMS data plays in improving health care.

Agency Administration

The agency administrator will have the ability to manage their agency through a series of setup screens and functions. Items such as Data Validation, Closed Call Rules, Dataset manipulation, and Form Builder are centrally administered which offers consistent, easy-to-use incident forms.

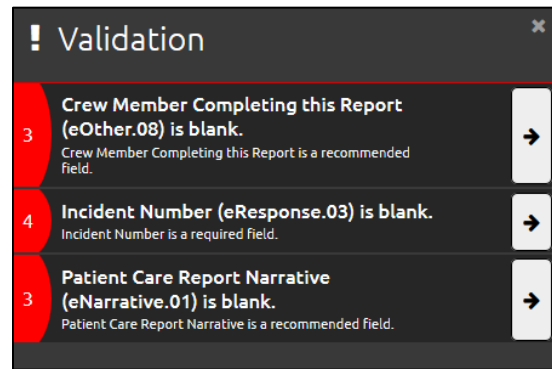
Agencies can set up their agency information, including contact information and customized resource lists. The custom defined resource lists allow an agency administrator to set up lists including:

- Facilities/Destinations
- Agency Locations
- Leave of Absence Reasons
- Vehicles
- Call Signs
- Zones & Districts

The user directory allows the agency administrators to set up crew members that will have access to the system or that will be available in the list boxes in the incident form allowing quick selections. This includes entering the certification numbers to expedite the data entry process.

Data Validation

The Validation rules are set up by the agency administrator and are administered to the agencies and Elite Field users. The built-in Data Validation includes scoring to ensure data quality. Each field can have its own value towards the validity score. Items that require further information are highlighted in red and the user is prompted at the middle-bottom of the form about the current validity score and the missing items that require attention. The validation runs “real-time” so that each time the user changes a value, the score is re-calculated and any appropriate fields are colored “red” to indicate they need to be filled out correctly.



Closed Call Rules

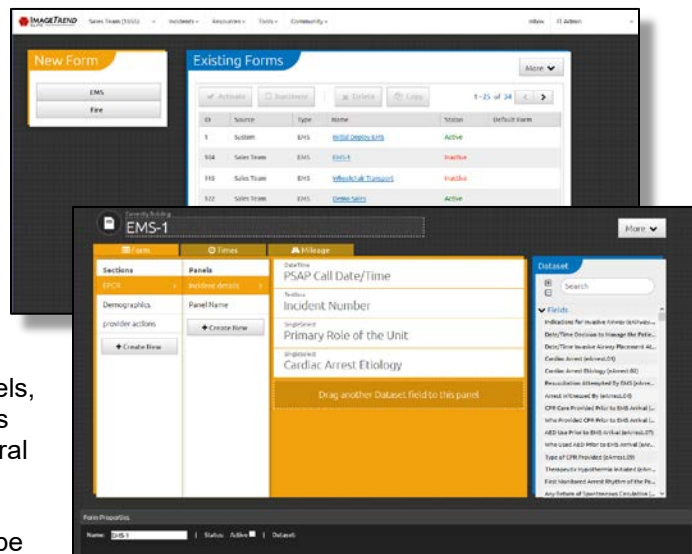
System Administrators have the ability to create closed call requirements per individual validation rule. This will restrict providers from posting an incident from Elite Field to the Elite Rescue until the provider satisfies these rule(s).

Provider Actions

Provider Actions allow users to group any control from Medications, Procedures, Vitals, EKG and Assessments to provide chronological documentation for common situations. These provider actions can be named/labeled whatever the administrator would like. The layout of the fields is also completely customizable.

Form Manager

The Form Manager is used to configure the incident form’s layout. The Form Manager allows the incident forms to be configured to the exact needs and specifications of the individual agency. Tabs, panels or fields can be moved, added or deleted, creating an incident form to meet the needs of each agency for data reporting. Other configurations include the ability to change labels, inactivate fields, and group fields within a section. There are several other configurations to allow for quicker and easier data entry. Multiple incident templates can be created for different situations - for example, a form for cardiac arrest calls and another for cancelled calls. In addition, default values can be added into most of the fields. Default values are based on template type -- so a Cancelled call may have different defaults than a Scheduled Transport.



Incident List

The incident list allows the user to search for incidents by incident number, response number, date, time and validity (%) and then view them. The specific columns that appear are customizable per user.

User Management

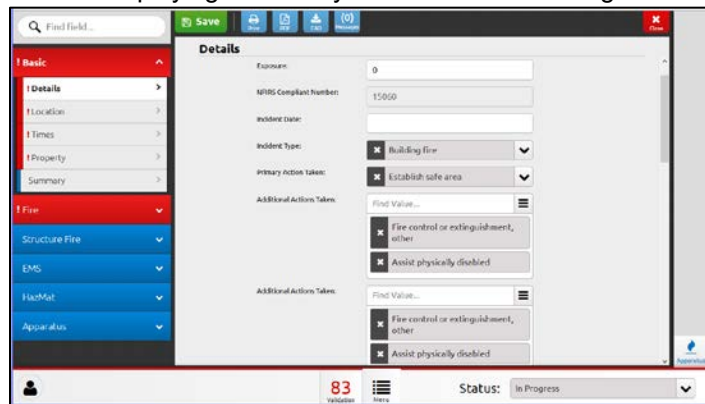
The Users section of each agency allows for an agency or system administrator to track and enter many details about the agency and its staff, including:

- User Listing with Permissions
- Individual Staff Profile
- Add Staff
- Certification Management
- Employment Details (personnel ID, start date, title, etc)
- Immunization Records

Elite Rescue Data Entry

As a Web-based application, data is entered via an online form that can be accessed from any internet connection at any time. This form replicates a paper patient care report (PCR) with all fields for data collection. Many features for simplifying data entry are standard including:

- Quick-pick lists
- Default Values
- Power Tools
- Provider Actions
- Billing Information
- EKG Integration
- Validation Rules
- Electronic Signatures
- Repeat Patients
- Response Times



Audit Validation

There are several levels of auditing within ImageTrend Elite Rescue. The auditing feature not only tracks and records every access and change to an ePCR field, it ties into the Data Validation engine which audits each data field to assigned business rules and produces a validation score of completion. All data transfers include validation algorithms to ensure successful data transfer. Additionally our hosting infrastructure includes several automated monitoring and auditing features to ensure security and quality assurance.

The Elite EMS system also tracks each time a user access an ePCR, prints an ePCR report, or changes a data value within an incident.

Quality Management and Inbox

The QA mechanisms in Elite go beyond validity, and allow agencies and Medical Directors to track, review and comment on all incidents within their agency. To start, the system contains numerous standard QA reports that allow agencies to review and quickly determine the quality of incident being entered by their emergency technicians. Additionally, each incident can be assigned a status. This list is dynamic, and can be added to or modified at any time. This may include statuses for: In Progress, Completed, Submitted for Review, Needs Review, Reviewed/Sign Off, Billed, etc. Users and billing companies can search and report on status of all incidents.

If an incident is determined to need follow-ups with emergency personnel, the medical director or other agency administrators can record a note with a link to the incident. They can identify the specific individuals to send the note to. Users are automatically notified upon entering the system

that they have unread notes. These correspondences are tracked within the system with no limits on the number of notes attached to the incident, for ease of review by the administrator or the Medical Director. Users with unread notes can reply to these just like email.

All internal notes/messages can be accessed by clicking the “Inbox” after the user is logged into ImageTrend Elite. From within Inbox, you can see your unread messages, read messages, sent messages, and messages flagged with a color-coded category. The user can delete messages, reply to an existing message, or create a new message.

Incidents can be locked from editing to maintain the integrity of incidents that have been submitted or billed. Administrators have the ability to lock or unlock incidents at any time. This can also be set on a schedule. For example, auto-lock incidents upon posting from Elite Field.

Report Writer

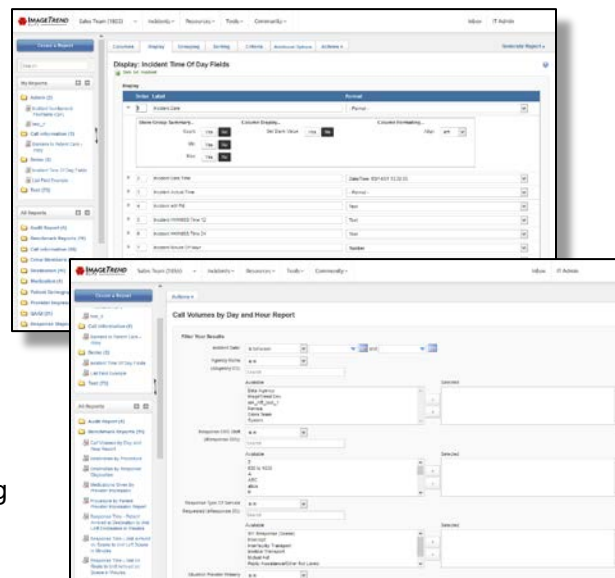
ImageTrend’s Report Writer allows users to dynamically create, display, and store standard as well as ad hoc reports. With over 100 standard reports and the ability to create ad hoc reports as needed, the Report Writer offers expanded reporting and data analysis capabilities. Reports can be scheduled on regular intervals and supports distribution via email to a pre-determined list of recipients.

User Interface

Choose from multiple display methods including a row/column report or single record display per page. Database search criteria can be selected on a field level basis allowing you to define exactly the fields you want. User-defined headers, sorting, and grouping give you the ability to display search results using a number of options. Reports can be saved for later review or editing as an Excel or Word document, and also as static content as a CSV file or a PDF document.

User security is strictly enforced to only allow users to report and view information that they have rights to. Additionally, based on your permission group, you will have rights to the following report functions:

- Define Data Set
- Choose Field Properties
- Define Selection Criteria
- Report Layout Options
- Display Options
- Saving and Scheduling Reports
- Setting up Permission



Ad Hoc Reports

The Report Writer allows you to dynamically create, display, and store ad hoc reports. This gives you the power to find and display the data that you want without relying on static reports that may not have the data that you need. The report writer encompasses a single reporting tool that gives you complete control of data output and display.

Administration

Administration of the Report Writer involves the complete setup, display, and management of reports. System administrators can:

- Manage Reports
- Manage Report Categories
- Setup Tables and Fields to be Reported on
- Setup Table Relationships
- Create Formulas
- Schedule Automatic Generation of Reports
- Automatic Distribute Reports via Email

This allows administrators to assign public/private access to individual data elements as required.

Data Conversion and Integrations

ImageTrend's goal in any solution is to streamline data flow and maximize data usage. The NEMESIS XML Gold standard data exchange methodology has been successfully implemented in numerous solutions and with many different vendors. To accomplish this we have a team that thoroughly investigates the existing data and requirements and develops a plan of integration for ongoing data communications between systems or a data conversion plan for those instances when a singular import of existing data into the new database is required. In either of these instances, the file import method, dataport technology and accurate mapping are the keys to success.

These interfaces will be fully reviewed for implementation requirements, after which a detailed implementation and acceptance will be presented. Even in the case of standard interfaces, ImageTrend reserves the right to fully review all requirements, as it has been our experience that even standard products from vendors often have variances that may not be thoroughly documented.

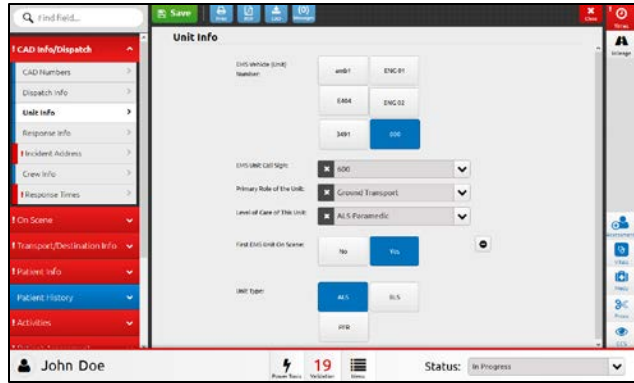
Every client has a unique set of interfaces that define their system and configuration; therefore, not all interfaces may be available for their specific versions. Even if we do not have a specific integration available, as integration experts we fully understand the issues involved and will prepare a detailed plan for successful implementation within reasonable timelines.

Cardiac Monitor Integration

ImageTrend currently integrates with ZOLL, Physio, and Philips cardiac EKG monitors. The data types that the ImageTrend Elite Field currently captures are based on what the manufacturer exports. These include: 12-Lead Analysis, Defibrillation, ETCO2, Heart rate, Invasive blood pressure, Noninvasive blood pressure, Respiratory rate, and SPO2. Each entry is imported and saved as a new entry within the Vitals/Treatments section of the Elite EMS incident, which also appears on the printed report. In addition, the original manufacturer file is dynamically saved as an attachment in the specific incident. This allows the end-user to be able to view six-second waveform strips, as well as related waveforms for each vitals record at any time in the future. This data – when collected within Elite Field – can also be posted up to the Elite EMS data repository.

CAD Integration

- Dispatches are XML files that contain full or partial run information that are automatically recognized by the ImageTrend Elite Field application. A file with extension .xmd will open automatically and populate a run form with the information that is contained within the file.
- Any dispatch files that have been placed in the dispatches directory under the EMS resource folder will show up under Dispatches in the Browse Incidents window. Dispatches can be placed there manually or by a CAD system.



Billing

ImageTrend's software fully supports integration with the billing systems and software based upon XML data exchange. In some cases we utilize CSV data exchange to support other billing integrations.

Other Integrations

ImageTrend **DataPort** technology allows for the integration and exchange of data through multiple methods. This includes the transferring, processing and importing of data files. The DataPort is the gateway for how data is received and processed between applications.

In order to effectively implement a robust data processing tool, the application must be able to collect data from disparate systems and in multiple formats to ensure the most widely acceptable and cost effective solution.

The process of importing data involves a set of routines that function independently of one another to issue fast and accurate data transferring and importing.

- Receiving
- Transferring
- Processing
- Importing (via one of the aforementioned methods)

The DataPort can be configured to assist in the retrieval of data, process and formatting, transferring, and importing, or any combination in-between. This can be accomplished automatically by the system or with user interaction.

Fire Operations

The following module descriptions are based on the current functionality available today in the Rescue Bridge. ImageTrend will be implementing these within Elite Rescue throughout 2016. While some things may change slightly, the overall functionality will remain the same.

Web-Based Inspections/Pre-Planning

The Elite Rescue's included pre-planning, hydrants and inspections modules allow fire departments to be fully prepared for incidents within their coverage area. Data including location, occupant and contact information; building or floor plan information; a plan in case of an incident; and reports for any previous incidents can be stored for each business, residence or possible incident location to increase preparedness. A separate section allows

the service to map all fire hydrants within their coverage area and add information about each hydrant's properties (e.g., size, direction to open, flow). Inspections data can be entered directly into the Elite Rescue site and saved for each location, or can be gathered and entered on-site using the optional Inspections client system and imported into the Elite Rescue system to be added to the central data location. With the use of a Tablet PC and the optional Inspections client system, these forms can be completed during the inspection, document violations and capture needed signatures.

Inventory Module

The Inventory Module allows the tracking and management of physical assets on a high-level or detailed basis. Available with the Elite Rescue, the Inventory Module allows departments to manage their inventory based on departmental needs, providing a user-defined dashboard which allows for an overview of inventory items, status, recently viewed products and many other widgets which can be utilized to meet the user's display preferences.

Each department has the ability to define their desired level of inventory management. Administrators can define location sites, products and items within each to an unlimited depth. Intuitive search capabilities identify items in each station and pinpoint exactly where they are stored.

The Inventory Module utilizes bar code technology to provide quick look-up and seamless intake and allocations on several levels. Once a barcode is scanned, the system will automatically display the product if it exists in inventory or the option to add the product if it does not. Other advanced search options include the capability to define search criteria, whether item specific or general product information.

Tracking product information is simplified through detailed records and easy data entry. Users have the ability to enter information specific to each product, such as the length of hoses or boot size, through the use of custom questions. Additional information that can be recorded includes product attributes and purchase information. Photos and related documents, such as manuals, specifications or invoices, can be attached to each product and/or item.

Training Module

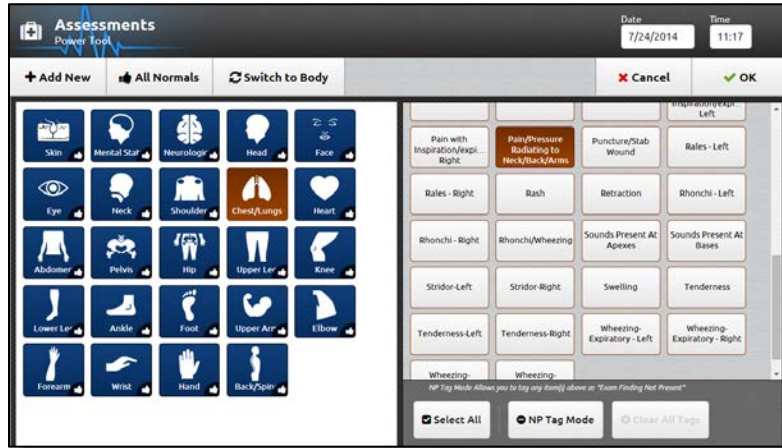
This module gives the Service the tools to enter courses for scheduling and accreditation, reducing the need for emergency personnel to drive to certifications classes. Some of the features of the system include:

- Administrators can set up training information for staff member's easy access.
- Staff members can find course information, including dates, times, contact information, location of training materials, and any other necessary information.
- Text materials for certification training can be easily made available through the Knowledgebase for download and reference.

ELITE FIELD EMS

The **ImageTrend Elite Field: EMS** as a remote disconnected browser-based application offers additional features and mobility for the EMT/Paramedic in the field - who is responsible for collecting the data:

- Many items such as quick pick lists, drop down menus, default settings, event visibility, default form templates, repeat patient selections and Power Tools minimize the number of fields that require completion.
- Real-time validity checks that inform the EMT of completion status and allow users to quickly locate forgotten or overlooked fields.
- The platform agnostic framework allows users to have the same experience no matter what device they are using – Windows, iOS or Android.
- Whether using a touchscreen tablet or standard laptop, the electronic data collection replicates the pen and paper form, with the advantages of less work due to quick pick lists and defaults and higher data integrity due to legibility.
- Handwriting recognition and e-signatures that simplify form completion.
- Electronic data collection in the field which reduces data redundancies.
- ZOLL, Philips, and Physio EKG integrations are standard.
- Collection of additional billing information.

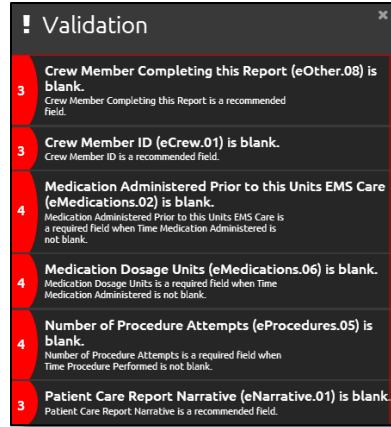


ImageTrend Elite Field: EMS Data Entry

A new incident report can be created in a variety of ways:

- *Blank Run Form* – using rapid data entry a new incident can be recorded
- *Default Run Form* – create templates for typical usage such as cancelled runs, frequent destinations, etc. This template can then be used for recording efficiency.
- *Dispatched Run* – from imported dispatch information a new report will be initiated using the dispatched information such as the dispatched time, address, etc.
- *Transferred Run* – from the first responding unit who has already captured basic incident and patient information
- *New Patient* – from an existing run form a new Patient Care Report can automatically be created for each patient involved in the same occurrence.

Data is validated on a per field basis. Fields that have errors detected in them will have their labels marked in red. The total validity percentage for the current run is displayed to the user at the bottom-middle of each incident form.



Reports and Patient Forms

The active incident can be reported on in a variety of ways. The ImageTrend Elite system allows for administrators to customize the printed PDF layouts. In addition, the administrator can make as many different types of print layouts as they want. Here are some examples:

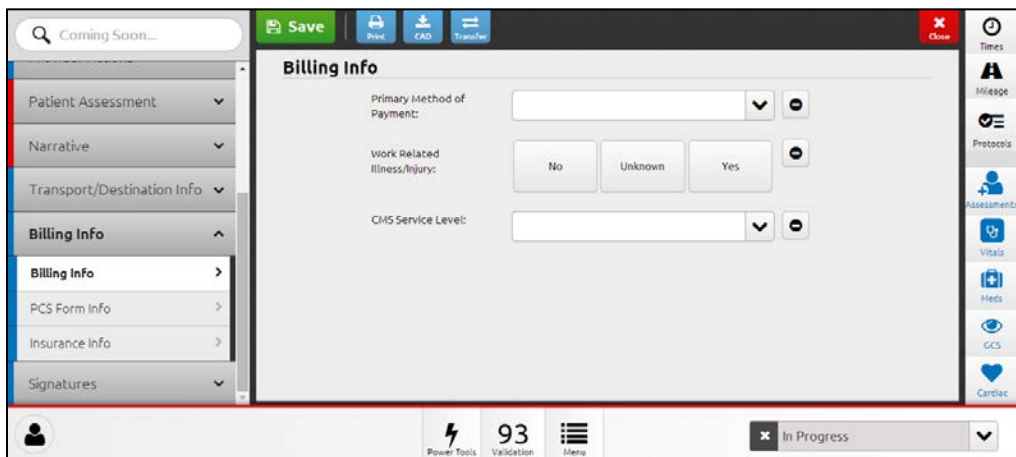
- Hospital Report – Contains information that is specific to a hospital’s needs including patient vitals, medications and treatments.
- Radio Report – Contains information related to patient vitals and demographics.
- Incident Report with Billing Information – Contains complete incident information including billing information and signatures.
- State Patient Care Report – Contains complete incident information with signatures.
- HIPAA Consent Form – Contains patient information along with a HIPAA statement and a signature of consent.
- Waiver of Liability Form – Contains patient information along with a Waiver of Liability statement and a signature of consent by the patient, a witnesses signature, and if the patient is a minor, a parent/guardian signature.
- Emergency Admission Form – Application by a Peace Officer for Emergency Admission.

Posting Incidents

Incidents can be posted (when the computer running Elite Field has internet access) to an Elite EMS system. This is done via a secure web services. From there, incidents can be pushed to a statewide management system or a billing system. This activity will be logged in the incident history by date and time.

Patient Billing Information Collection

The Billing Information Tracking consists of insurance, authorization, waiver of liability, record of belongings, HIPAA consent, and emergency admission. Billing information is entered through a series of text prompts, radio buttons and checkboxes. The Authorization for Billing, Waiver of Liability, Emergency Admission, and HIPAA Consent panels allow a user to sign his/her name. The system can be configured to export NEMESIS 3 files for integration with standard billing software packages.



CAD Incidents

ImageTrend Elite Field: EMS can integrate with your dispatch system to pull in information as soon as it's available to reduce data entry.

Physical Assessment Capability

A graphical interactive patient assessment form will allow EMTs in the field to quickly capture the patient's physical findings with mere point and click methods. Different body parts can be identified and captured by looking at either text or graphic icons. The capability to document Normals, Pertinent Negatives, and Not Present values are also included.

Slide-Out Panels

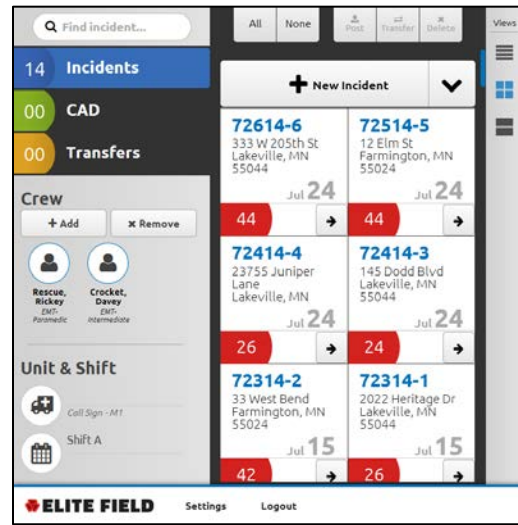
Elite Field offers different slide-out panels that are available from a right-hand pane no matter where you are at in documentation of an incident/patient. Two examples includes Response Times and Mileage. The slide-out panels offer extra functionality, such as easily documenting a response time based on Enroute or Arrived at Patient times. The mileage slide-out panel also includes auto-calculation, including Loaded Mileage.

Provider Actions

Provider Actions can be set up by system or agency administrators to help streamline documentation. These items allow for various fields from Vitals, Medications, Procedures, EKG, and Assessment objects to be combined into configurable provider actions. These can then be documented from a single place, and will show up in the activity timeline for the given incident. The layout within a provider action can also be modified by changing the order of the fields, the labels, and adding default values.

Repeat Patients

Patient demographic, medical history, current medications and allergies will be available for review and download into the current patient care report. This data will alert providers on time critical information such as specific medical conditions or bad drug allergies.



MOBILE FIRE INSPECTIONS

ImageTrend's Mobile Fire Inspections is a field data collection application that assists fire inspectors. Using a laptop or Tablet PC, fire inspectors are able to collect inspections data and access saved information about a location or occupant electronically in the field without a major investment and without learning complex new technology. All the information you need for an accurate and complete report is at your fingertips with easy one-click access and no paper hassles.

Intuitive and Quick Data Entry

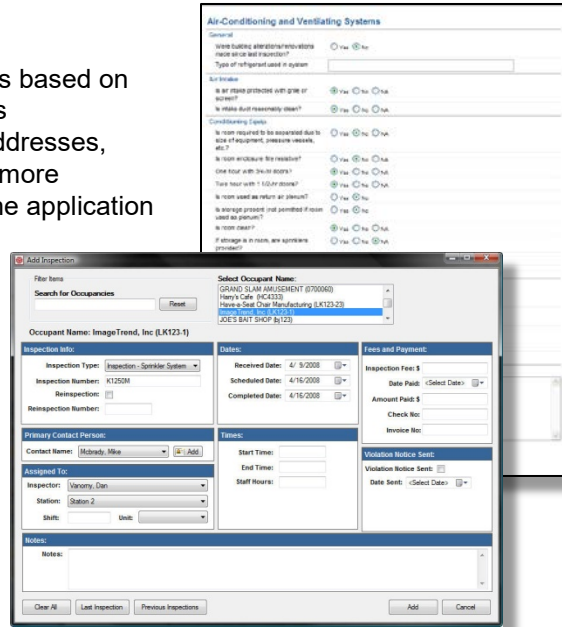
- Automatically suggest violations based on selected inspection deficiencies
- Auto-populate fields such as addresses, dates, contact information and more
- Scan documents directly into the application

Instant Access to Information

- Access connected data with a single click
- Search information in real time for immediate filtering
- Enter miscellaneous notes at any point during the inspection
- Capture electronic signatures in the field
- Generate and print reports on site
- Print batch reports
- Customize ad hoc inspection forms, reports and letters
- Access NIOSH definition files through location chemicals links
- Integrate with multiple violation code sets
- Access additional building information, on-site materials, hydrants, hazmat and sprinklers in the field through location preplan modules

Flexible User Experience

- Input violations and inspections from many points within the application
- Create and utilize user definable fields
- Navigate windows and forms easily within a logical hierarchy
- Utilize advanced searching for SQL-like data filtering
- Attach images and documents to inspection and location records
- Organize occupants, locations and contacts into user specified groups
- Create a journal of time stamped interactions with contacts (notes, meetings, letters, phone calls, emails, etc.)



OPTIONAL MODULES

Hospital Hub

Available for integration with ImageTrend State Bridge, EMS Service Bridge or Elite Rescue, **Hospital Hub** streamlines communication between medical personnel working in ambulances and hospitals. Hospital Hub facilitates improved care for patients and allows hospital staff to better manage emergency care.

Key Features

- Increase hospital readiness with a complete ePCR for inbound patients
- View inbound patients from multiple services simultaneously
- The first step in health information exchange

Automated Communication

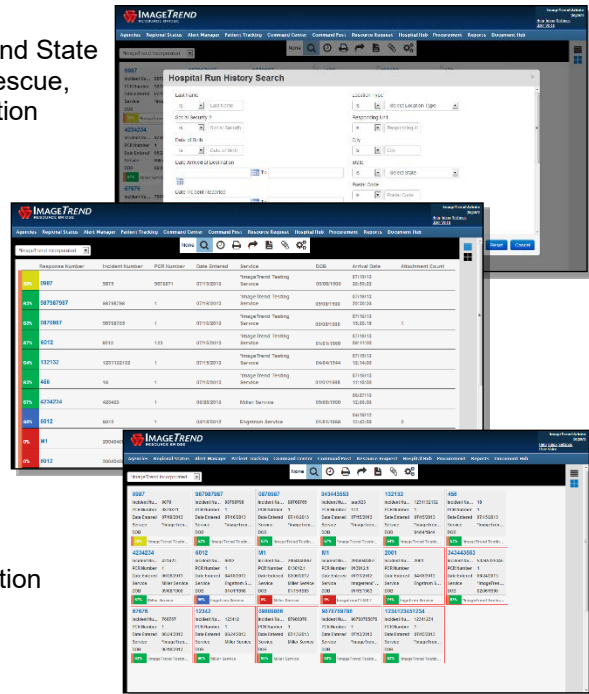
- Information recorded in the field automatically communicates to Hospital Hub
- Hospital Hub displays incoming patient information
- Includes condition, assessments, history, procedures and medications
- Quick view available in emergency rooms
- Streamline communication of ePCR data from emergency personnel to hospitals
- Increase the amount of time medical staff will have to respond and provide optimal care

Easy Data Portability

Hospital Hub is based on centralized data repositories used by many statewide clients to ensure near real-time communications with the highest level of data quality. A complete ePCR is available to be attached to patient records in the hospital to save time and reduce work.

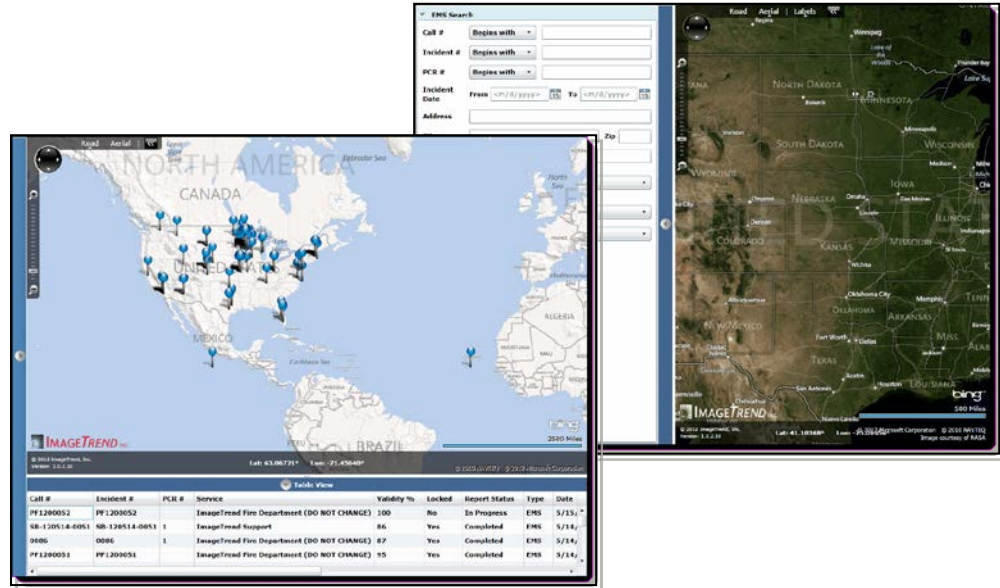
Advance Notification

Hospital Hub offers an up-to-the minute electronic arrival board providing a large screen view in the ER, displaying pending arrivals and their conditions by the receiving hospital. This revolutionary technology allows hospital staff to know which patients are en route and provides enough time to prepare space and treatment. In the case of major trauma or mass casualty incidents, additional doctors and staff can be called in before patients arrive at the hospital.



Mapping and Reporting System (MARS)

Through an integration with Microsoft Bing Maps, ImageTrend's Mapping and Reporting System allows run information, specifically address information, to be fed into Bing Maps. Address information including street address, city, state and postal code, along with relative information (e.g., cardiac data), can be exported to allow for plotting data on geographical maps for use in data analysis. Each point allows a quick-view of the basic patient data and a link to the PDF run form. These maps give the State or agency a high-level view of concentrations of incidents relative to geographic locations.



SUPPORT

ImageTrend provides support for their applications and hosting. Support includes technical diagnosis and fixes of technology issues involving software and server hardware. ImageTrend has a broad range of technical support and proposes to provide service in the areas of:

- Website Hosting and Support
- Web Application Development/Enhancement
- Database Administration/Support
- Project Management
- Systems Engineering/Architecture

Product Support

ImageTrend will provide ongoing support as contracted after installation for the customer. This includes continued attention to product performance and general maintenance. ImageTrend offers multi-level technical support, based on level-two user support by accommodating both the general inquiries of the administrators and those of the system users. We will give the administrators the ability to field support for the system as the first level of contact while providing them the option to refer inquiries directly to ImageTrend.

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

Support Suite: www.imagetrend.com/support

Email: support@imagetrend.com

Toll Free: 1-888-730-3255

Phone: 952-469-1589

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

Support Suite

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

Upgrades and New Version Releases

ImageTrend offers updates and new version releases to customers subscribing to our support agreements. On average, these updates occur once a quarter. These updates offer new product enhancements and improvements. Customers are notified in advance of these potential changes in order for them to be aware of any impact this may have on them and to schedule the upgrade. The application, if hosted at our facilities, is upgraded by our personnel; however, clients are notified prior to the upgrade for scheduling purposes. If the application is hosted at your facilities, then we assist in the upgrade either through remote login or an onsite visit if required (incurs travel costs).

The contents of the updates are determined by customer request levels and necessity. The EDS Users Group, comprised of field EMT's and Paramedics, has also been instrumental in providing insight for determining the necessity and value of requested product enhancements.

ImageTrend support agreements include software updates, so that applications continually offer the latest technology and provide new features. We encourage all clients to take advantage of these updates. If the Client does not accept these, Client should be advised that ImageTrend, at its discretion, may offer limited support for previous versions. All code releases also maintain the integrity of any client specific configurations (i.e. templates, addresses, staff information, active protocols, etc.) that have been implemented either by ImageTrend's implementation staff or the client's administrative staff.

User Groups

ImageTrend has hosted a national EDS Conference every July since 2009 where emergency personnel from all over the country gather to exchange ideas and forge the future in emergency data collection. They learn how to enhance their organizations by using electronic data collection software and reports to improve patient care. They also learn new tips and tricks of the software, get sneak peeks of upcoming software and modules, and network with leaders in the emergency community. ImageTrend has expanded the EDS Conference to include a day of training. Attendees get hands-on experience with the latest of ImageTrend's software.

ImageTrend also conducts a quarterly conference call for services, which allows attendees to discuss data quality. The participants are encouraged to make suggestions for the discussion topics. Each meeting also features a Spotlight which allows one person to speak about a new feature or enhancement that users may not be aware of.

Lastly, ImageTrend's Uservoice gives all of our customers the ability to vote on ideas that they feel are the most important for our development roadmap. System administrators have the ability to create new ideas within the application, as well as vote on existing ideas. We constantly analyze this and provide feedback on development tasks through this process. Each administrator gets a set amount of votes, so it is important to make those votes count. In turn, we augment our product roadmaps based on this feedback.

Problem Escalation and Resolution

ImageTrend has support available for clients via telephone, Support Desk and/or electronic mail during ImageTrend's normal business hours (7:00 a.m. to 6:00 p.m. Central Standard Time, Monday through Friday, excluding holidays). The Project Manager will address operational issues on an ongoing basis. Senior Management will handle issues requiring further discussion and resolution.

Incident Reporting

Malfunctions. ImageTrend makes all efforts to correct malfunctions that are documented and reported by the Client. ImageTrend acknowledges receipt of a malfunction report from a Client and acknowledges the disposition and possible resolution thereof according to the Service Level Agreement. If the Malfunction reported prevents all useful work from being done, or disables major functions from being performed, we undertake immediate corrective action to remedy the reported issue. If the malfunction reported represents a non-mission critical issue, reasonable corrective action to remedy the malfunction within three business days will be taken. If the malfunction reported disables only non-essential functions, resulting in degraded operations, we undertake reasonable corrective action to remedy the reported malfunction within a reasonable time period.

Submission. All support requests received by either direct phone contacts, Support Desk and support@imagnetrend.com are recorded by client, incident description and disposition into our support log.

Support Log

Information regarding outstanding problems, fixes, modifications and improvements will be available to the Client electronically and published on a regular basis to a Project Support Log which will be available for Client's access.

ImageTrend University

ImageTrend provides online education materials for their products as self-guided tutorials to all clients with support agreements. These online support and educational materials can be found at ImageTrend University via your ImageTrend application. ImageTrend recently started implementing ImageTrend University throughout its solutions to promote ongoing education and training of our solutions. When accessing ImageTrend University through the application, users can view educational videos, manuals, quick guides and workbooks to assist them in better understanding our software and support train-the-trainer sessions. These have been very useful as both refresher and initial education materials. A sample demonstration of ImageTrend University can be found at www.imagetrend.com/support/user-education.

System Documentation

ImageTrend provides the most up-to-date documentation, including administrator and user manuals and release notes for any upgrades. With a support agreement, this documentation, along with educational videos, PowerPoint presentations and other documents will be found at ImageTrend University, which can be accessed from the application. Please visit www.imagetrend.com/support/user-education for a demonstration of the ImageTrend University. Any provided documentation becomes the property of the client. ImageTrend will provide a full set of documentation at each location upon request. Documentation updates are available online at no cost.

System Maintenance

Change Request. When a client makes a change request, we apply that to other users and their needs to determine if it would be beneficial to others in the EMS community – from the local volunteer organization to the regional users to mid and large size cities and state governments. If the requested change would be beneficial to the product as a whole, it may be included in a version release. For client-specific requests, we seek further mutual understanding. Sometimes product understanding meets the intended outcome of the change request or a work around is found. If neither of these meets the needs of the client, we can establish a Statement of Work to customize the application for the specific client for additional fees.

Support Staff. ImageTrend's support staff is made up of EMS and Fire professionals who are well versed in the technical aspects of our products. They are either well trained on the software, have used it in the field, or are the developers of the system.

IMPLEMENTATION

The goal of ImageTrend's Standard Implementation Plan is to install the main agency site and assist in system configuration and understanding to promote ease of use, workflow and data entry. A task breakdown of a typical Implementation Plan follows:

- Initial conference call with the system administrator and any other applicable participants to establish ongoing communication, as well as project roles, timelines and deliverables. The team will meet via webinar weekly for 4 - 6 weeks.
- Standard workbook to import destinations, staff, vehicles and station information
- ImageTrend will work with the system administrator to configure the system level settings to ensure fast and easy use for the crew. This includes but is not limited to:
 - Administrative
 - Site Management
 - Product Settings
 - NEMSIS and State Data Reporting
 - Data Exchange
 - Run Forms
 - Validation
 - Administrative Reports
 - Report Writer
 - Hospital Dashboard
 - Service Level
 - Staff setup
 - CE/Training
 - Workflow (incl. QA/QI)
 - Add ePCR
 - Field Bridge
 - Other Integrations (as defined in contract)
- Training Plan (Admin, Train the Trainer)
- Testing will occur throughout the implementation
- Training will be designed based on client needs as defined in the contract

NOTE: *If additional facilities or services require implementation services and training, additional fees will apply. Services may also elect to purchase their own Service Bridge. Pricing can be provided upon request.*

Communication and Coordination

The overall success of the project will require a close working relationship between the client and ImageTrend. The project as detailed has various status checkpoints and scheduled meetings to ensure project performance.

The ImageTrend Project Management Team translates your vision and requirements into an integrated solution. The project begins with a kickoff meeting to establish project roles and provide your project team with familiarity of the key components of the ImageTrend products and introduce best practices into all phases of the project. The project involves high-level planning that helps establish system requirements and estimates of resource requirements and task durations. This can be achieved through the use of ImageTrend's standard Project Plan. The following guidelines are base responsibilities for all project team members:

- Be a vital part of the project team that will carry the project through to completion.
- Provide a single point of contact for the customer on all issues.
- Assist the customer in helping them ensure that project deadlines are met and that deliverables are provided as discussed.
- Coordinate tasks between different departments and functions within the company.
- Identify and resolve project conflicts and issues.

Project Management Tools

ImageTrend utilizes several software tools to help manage, track and communicate and provide real-time answers to our most important project related questions. Microsoft Project, Team Foundation Server, ImageTrend's Project Management Solution and Support Suite are the tools that we have found to be most effective for our needs.

Project Manager

ImageTrend's Project/Implementation Managers are well-versed in our needs for an efficient and timely implementation. Our agile development environment is "hands-on"; utilizing project management tools (TFS and Microsoft Project) for tracking, documentation and status reports in a supporting role. When using ImageTrend hosting, the base system can be ready for pilot testing within 30 days from the kick off meeting, with integrations taking 60 to 90 days from mutually agreed upon development requirements. Third party cooperation and database access may affect the duration.

Client Roles

Implementation. Although ImageTrend team members will provide the majority of the staff required for this implementation, it is recommended that the Client have a project manager, who should be assigned as an FTE during the initial phase of the project or similar staff member as the single point of contact. This person should participate in all meetings and help in the coordination of final requirements gathering, stakeholder input coordination, ongoing project status reviews, acceptance testing and training logistics coordination.

Ongoing Support. ImageTrend offers multi-level technical support, based on level-two user support by accommodating both the general inquiries of the administrators and those of the system users. We will give the administrators the ability to field support for the system as the first level of contact while providing them the option to refer inquiries directly to ImageTrend. Typically, our point of contact is the EMS Data Manager who understands the practical side of the collected data, and who, after training, is able to run reports, setup validation rules, etc. ImageTrend also recommends attendance at our Monthly State Conference Call.

Quality Assurance

A Quality Plan is put in place at the onset of the project plan and followed throughout the entire development lifecycle and into implementation. The Quality Plan includes the quality goals for the project including schedule variance, effort variance and post defect density. For Off-Site customer support services, these goals also include turnaround time, first time right solution, process compliance, and effective communication.

Ongoing Support

Users may contact ImageTrend support with a valid support agreement. Administrators may elect to be the first point of contact for their providers.

TRAINING

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

ImageTrend has conducted training for clients requiring a large number of personnel to be trained and can work with the client to establish a training plan to best meet those needs. Below is a sample Training Plan used by some of our larger clients in recent implementations.

Sample Training Plan

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

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

Administrative Training:

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

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

Checklist: 1 hour

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

Report Writer: 2 hour Webinar training after Go-live

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

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

Day 1

0800-1200 Admin Review

1300-1600 End User Training Class

Day 2

0800-1100 End User Training

1100-1200 Check List

1300-1500 QA/QI Training

1500-1700 Training/Activities

Day 3

0800-1200 End User Training

1200-1400 Report Writer Training

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

Administrative Training

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

Free Training for Service Administrators

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

Train-the-Trainer Field User Training

Field Training will cover the **ImageTrend Elite Field**. The typical field training session takes about 4 – 8 hours and can be performed by anyone that has attended a “train-the-trainer” administrative session. The training will be reviewed and revised as necessary to incorporate the Services’ specific requirements. ImageTrend will be available for training or training guidance. ImageTrend also provides a Webinar training that has proven successful in delivering training in a cost-effective manner. Webinars allow staff to deliver training to personnel from their desktops without the need for travel.

Documentation

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

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

Online Help and Education

ImageTrend also offers the ImageTrend University to promote ongoing and self-guided education and training of our solutions. When accessing ImageTrend University through the application, users can view educational videos, manuals, quick guides and workbooks to assist them in better understanding our software and support “Train-the-Trainer” sessions. These have been very useful as both refresher and initial education materials. A sample demonstration of ImageTrend University can be found at www.imagetrend.com/support/user-education.

Ongoing Training

Ongoing training sessions can be held regularly (perhaps every 6 months) for new personnel and as review for existing personnel if desired and contracted. These sessions will be conducted by the trainer via Webinar or, alternatively, ImageTrend can offer these onsite.

SECURITY

ImageTrend applications meet or exceed State and federal data privacy requirements and the HIPAA guidelines. Secure logins are an industry standard process and are part of the HIPAA guidelines for data protection. These are implemented throughout the application with the use of the hierarchical security access features of the ImageTrend security module, which provides the environment for controlling the access necessary to provide data protection. The application also provides for security breach notifications and audit trails.

Application Securities

Secure User Login

- The application adheres to business standard practices for security to ensure only authorized access to the system

Password Encryption

- Hash function implementation
- Temporary account suspension for sessions failing to successfully login after three tries
- Check access log for sequential unsuccessful logins
- Set session logout variable

Password Requirements

- Length and Complexity Enforcement
- Validate Password for Case, Length (8 characters), and Composition

Login Expirations

- Validate for expired logins
- Force password changes on expired logins and restrict site access until new, valid password is created

Page Access Checking

- Page Access Checking to make sure user has properly logged in and is not entering the site via an external link

SSL Server Certificate

- 128-bit encryption Security Certificate

Permissions Administration

Manage Users and Groups

The application employs a hierarchical based password administration as a series of group policies to control application entry and level of access within the application. With the system administrator being the highest level of security, groups can be created below that to encompass all other group needs, which may include:

- Director
- Multiple Service Administrators
- Users

Permissions and Rights

Permission and rights are governed by the ability of what the user can see and do. Access to modules and components within the system can be set at the field level. Access rights to the level of person, group, crew, shift, unit, station, etc. can be defined by the system administrator. Users can be given rights to read, edit, add, and/or delete. At the global level, rights are based on the following criteria (as applicable):

- State
- County
- City
- Service

On the service level, there are two levels:

- Administrator
- User

Service administrators can control and edit all the functions with their own service. Service users have the ability to edit and view their own information.

Additional users/groups can include the following as needed and defined by the client:

- Report Writer
- Billing
- QA/QI
- Hospital Admin
- Hospital Users
- Student
- More

The Security module includes a User Login Report, User Lockout Report and User Performance Report.

Password Administration

Through the Application Access Control, the system administrator can determine several features regarding the password administration:

- Number of days without login to the application before the user's account is suspended
- Number of attempts a user can attempt to login before their account is placed on temporary suspend
- Set the password to contain at least one numeric character
- Set the pass word to contain at least one uppercase character
- Time in hours that a user cannot change their password after last change
- Number of past passwords stored in the log table for a user
- Number of passwords in the log table to be compared with the newest password to prevent repeat use of passwords
- Minimum number of characters in the password
- Number of days the user will be notified before they must change their password
- An Email Confidentiality statement can be added, edited and deleted
- An inactive account message can be added, edited and deleted
- Security questions prompt on login or password retrieval
- Encrypt security question answer

Procedural Securities

Hosting Environment

ImageTrend's Web applications are hosted in our state-of-the-art, 4,500 square foot data center. Built in a vault with 21" concrete walls, our facilities offer the maximum level of security and stability for hosting needs. The data center features triple redundant, high-speed internet connections over fiber optic trunk lines. Only authorized personnel have

access to the data floor. The data center is monitored electronically and a log book is kept to monitor and record individuals accessing the server room.

ImageTrend's production network consists of application/web and database servers. The databases are on a private network with access control managed through the firewall, permitting only authorized administrators or approved VPN access.

Applications are monitored for availability and performance from multiple locations to ensure an accurate measure of current system health. Slow application pages and long running database queries are logged for analysis by server administrators and development staff. Serious errors and performance degradation trigger email alerts which are sent to support staff.

Auditing

The system's audit trail tracks user information when accessing the secure portion of the application. IP address, User ID, date/time, browser information, along with information on each file accessed, is all tracked within a separate database. This database is kept for a period of time for reporting purposes and audit trails.

Any security breaches are logged within our Project Management system for any HIPAA disclosures related to security breaches or information disclosures. If a security breach happens, the security module currently sends an email to our Director of Development and the Security Officer, who in turn notifies the designated customer contact.

Personnel

All ImageTrend employees are subjected to background checks and are required to attend and successfully complete HIPAA training. The ImageTrend Project Management System gives us a facility to track any HIPAA Security Incidents or Information Disclosure Incidents for reporting purposes.

Only those certified ImageTrend employees that work with either hardware or software related to the specified application or project will access the data center and interact with our servers. These employees have worked with our hardware as part of our IT support staff or are part of our Implementation team as software developers. Authorization is granted from the management level.

SECTION 5: RESPONSE FORM

Fire RMS, RFI-4291-16-SH:

1) Pricing Summary:

Description	Total Price
Software	\$77,250.00
Services	\$5,000.00
Training	\$4,750.00
Maintenance	\$28,875.00
TOTAL	\$115,875.00

2) Pricing Detail:

Software Modules:

Product Name	Unit Price	Qty.	Total Price
Elite Rescue	25,000.00	1	25,000.00
Elite Field/Elite Mobile Fire Inspections (Elite Field Provided by State at No Charge)	7,500.00	1	7,500.00
Hospital Hub	7,500.00	1	7,500.00
Visual Informatics - Fire and EMS Cubes	18,750.00	1	18,750.00
MARS (Mapping)	2,500.00	1	2,500.00
Integrations (CAD, Billing, and Telestaff)	16,000.00	1	16,000.00

Implementation Services:

Describe Service	Estimated Hours	Duration	Fixed Price
Elite Rescue Setup and Project Management			\$5,000.00

Training Services:

Describe Training	Level of Training (ie. Admin, Power User, End User)	Duration	Fixed Price
Training Session - Onsite (Full Day M-F)	Admin/End User	3 Days	\$3,000.00
Travel per Trainer for Onsite Training	Admin/End User	1	\$1,750.00

Optional Recommended Training:

Describe Training	Level of Training (ie. Admin, Power User, End User)	Duration	Fixed Price

Annual Maintenance:

Product Name	Product Description	Start Date	Total Price
Elite Rescue/Field Support and Hosting	See product description in proposal response.	Upon Contract Sign	\$15,400.00
Visual Informatics and MARS Support and Hosting	See product description in proposal response.	Upon Contract Sign	\$6,000.00
Integrations Annual Support	See product description in proposal response.	Upon Contract Sign	\$5,600.00
Hospital Hub Annual Support and Hosting	See product description in proposal response.	Upon Contract Sign	\$1,875.00
1 Year Total Cost			\$28,875.00
5 Year Total Cost			\$153,302.00

Be sure to include Attachment A with this Response Form.

The Owner reserves the right to accept any portion of the work to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Information and therefore submits the Information and Response Form and Attachment A attached hereto.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: 1

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

ImageTrend, Inc.

Company Name -- (Typed or Printed)

Michael J. McBrady

Authorized Agent Signature

20855 Kensington Blvd

Address of Offeror

Lakeville, MN 55044

City, State, and Zip Code

Michael J McBrady

Authorized Agent -- (Typed or Printed)

952-469-1589

Phone Number

proposals@imagetrend.com

E-mail Address of Agent

1-19-2017

Date

ATTACHMENT A

City of Grand Junction Fire Department Records Management System

Functional Requirements

Enter one of the following codes in the "Response Code" column

F = Fully provided "out-of-the-box" feature. (Note: If F is indicated, note the required software package in the Comments column. If specific requirement to be available in a future release, specify the release number and expected release date.)

CO = Configuration feature (no change at source code)

CU = Customization feature (requires a change to source code)

R = Provided with reporting tool

TP = Third party software required. (provide license information for any third party software proposed for this project)

NA = Not Available

Module No.	Requirement Description	Response Code	Comments
General Systems			
GS.1	Provides standardized menu screens with common functionality throughout system.	F	Elite Rescue
GS.2	Provides data validation to assist the user in populating required fields	F	Elite Rescue
GS.3	Provides validation of critical data so that invalid values cannot be entered into system	F	Elite Rescue
GS.4	Ability to add user-defined validation tables.	F	Elite Rescue
GS.5	Ability for the user to select text from one field or screen and paste that text to other fields or screens.	F	Elite Rescue
GS.6	Provides user-defined system defaults.	F	Elite Rescue
GS.7	Ability to drill down from any module to view detail.	F	Elite Rescue
GS.8	Provides navigational standards across all applications, for instance an icon for filing data should not be labeled "file" on one screen and "save" on another yet yield the same results.	F	Elite Rescue
GS.9	Provides an undo function for all practical modifications, deletions, additions, and processes.	F	Elite Rescue
GS.10	Report must be reviewed and approved by second person before it is accepted into the database. Provide work-flow functionality with approval and rejection capabilities for quality assurance purposes	F	Elite Rescue
GS.11	Multi agency database capabilities in case more than GJFD decides to go with the solution	F	Elite Rescue
GS.12	Auto-populate similar or like fields in order to eliminate double or multiple entry of duplicate information (i.e name, address, DOB, etc.)	F	Elite Rescue
GS.13	Spell check capabilities	F	Elite Rescue
GS.14	Form creation ability with signature capture capabilities. State which signature capture capabilities you provide.	F	Elite Rescue
Patient Care Reporting			
PCR.1	LifePAK 15 Integration	F	Elite Rescue
	Zoll X and M series Integration	F	Elite Rescue
PCR.2	Spell Check for medical terminology	F	Elite Rescue
PCR.3	Automatic Narrative Generation	F	Elite Rescue
PCR.4	Previous Patient Searching - ability to automatically fill in data of previous patients, such as demographic data, billing information, medications, allergies, and medical history	F	Elite Rescue
PCR.5	Attachments - ability to drag and drop electronic files or images into the PCR	F	Elite Rescue
PCR.6	Signature Capture in the PCR and other appropriate forms	F	Elite Rescue
PCR.7	FDA Drug Reference	F	Elite Rescue
PCR.8	Data Analysis - ability to query and analyze data	R	Elite Rescue
PCR.9	Paperless QA - report review and approval functionality for quality assurance	F	Elite Rescue
PCR.10	Template-Based Narratives - ability to create user-defined templates to allow for pre-defined narratives that allow for faster Patient Care Report writing	F	Elite Rescue
PCR.11	Patient Charge Management - schedule of charges for EMS services	F	Elite Rescue

Module No.	Requirement Description	Response Code	Comments
PCR.12	EMS Billing Integration – NEMSIS file export capabilities for integration with 3rd party billing	F	Billing Integration
PCR.13	Ability to configure a schedule of charges/fees for EMS services based on patient disposition, transporting agency, level of service, response urgency, procedures performed, medications given, expendable supplies or items that are checked on a list. If the patient was transported, loaded mileage can also be charged.	F	Elite Rescue
PCR.14	Ability to complete PCR's in a connected mobile environment or in a disconnected state.	F	Elite Field
PCR.15	NEMSIS compliance and implementation plan for version 3	F	Elite Rescue
PCR.16	Ability to fax Patient Care Reports to multiple locations	F	Elite Rescue
PCR.17	Ability for speech to text for dictation purposes.	F	Elite Rescue
PCR.18	Ability for more than one person to co-author a report simultaneously.	F	Elite Rescue
PCR.19	Ability to use tablets while in the field; specify which OS supported (i.e iOS, Android, Windows)	F	Elite Field
PCR.20	Describe the time design objective for creating a PCR start to finish.	F	Elite Rescue
Life Safety			
LS.1	Occupancy Information - ability to store commercial building information, including the following:	F	Elite Rescue
LS.1.1	Basic Information: Includes the address or location of the building; the name of the building and the complex; general phone numbers and email addresses; the NFPA property use and construction type; and the size of the building expressed in stories and square feet.	F	Elite Rescue
LS.1.2	Owner and Contacts: Includes the real estate owner, the property manager and any number of emergency contacts.	F	Elite Rescue
LS.1.3	Codes: Contains information to help you track which ICC codes apply to the structure, including the year built; the city and county; the name of the applicable codes; one or more construction classifications; and one or more occupancy classifications from the applicable code.	F	Elite Rescue
LS.1.4	Construction: Contains general information about the roof, floor and wall construction.	F	Elite Rescue
LS.1.5	Utilities: Includes shutoff locations for gas, electricity and water, including inside and outside valves. Vendors for each of the utilities can also be listed.	F	Elite Rescue
LS.1.6	Fire Protection: Includes information about sprinkler systems, standpipes, fire pumps, hood systems, clean agent systems, knox boxes, command centers, generators and fire hydrants.	F	Elite Rescue
LS.1.7	Fire Detection: Contains information about fire alarm systems, monitoring agencies, smoke control systems and smoke removal systems.	F	Elite Rescue
LS.1.8	Hazardous Materials: Lists general information about the overall hazardous materials in the building, including checkboxes for common hazards and a graphical NFPA 704 symbol.	F	Elite Rescue
LS.1.9	Chemical Inventories: Contains the complete chemical inventory as reported through THE SARA Title III program.	F	Elite Rescue
LS.1.10	Customizable Text Fields: User-defined fields that allow for customizable data entry	F	Elite Rescue
LS.1.11	Electronic Files: Ability to store digital files such as Word or Excel documents, images, photos, or drawings.	F	Elite Rescue
LS.1.12	Sub-Occupancies: Displays smaller, inspectable occupancies within the base building	F	Elite Rescue
LS.1.13	Confidence Test Systems: Ability to track systems and other requirements that are being tracked through confidence testing programs	F	Elite Rescue
LS.1.14	Incident Responses: Displays a list of incidents that have occurred at the building and actually allows you to open the incident reports for viewing	F	Elite Rescue
LS.1.15	Hazard Assessment: Allows you to survey the building and classify it by criteria such as the presence of a sprinkler system, the property use, mobility of occupants and presence of hazardous materials. This survey results in a numeric score that helps you determine the level of threat posed to the community or firefighters by this occupancy	F	Elite Rescue
LS.2	Fire Inspections – ability to track of code enforcement inspections and safety checks, including the following:	F	Elite Mobile Fire Inspections
LS.2.1	Inspections of existing facilities can be assigned to a station, a specific unit or an individual member of the fire prevention staff. Inspections can be scheduled to be performed on regular intervals.	F	Elite Mobile Fire Inspections
LS.2.2	Ability to track violations and violation codes	F	Elite Mobile Fire Inspections
LS.2.3	Ability to store electronic files and associated with the inspection or violation	F	Elite Mobile Fire Inspections
LS.2.4	Ability to schedule follow-up inspections	F	Elite Mobile Fire Inspections

Module No.	Requirement Description	Response Code	Comments
LS.2.5	Ability to generate management reports to track the progress of the inspection programs	F	Elite Mobile Fire Inspections
LS.3	Preplans – ability to store and easily access incident location preplans, including textual information maintained in Occupancy Profile and a collection of one or more digital images, such as photographs, floor plans, site plans or even architectural drawings.	F	Elite Mobile Fire Inspections
LS.4	Describe the ability to track hazardous materials.	F	Elite Mobile Fire Inspections
LS.5	Ability for property owners to update hazardous materials list via the internet.	F	Elite Rescue
LS.6	Ability for property and business owners to complete and provide self-inspections of their property via the internet.	F	Elite Rescue
LS.7	Ability for business owners to update their contact information via the internet.	F	Elite Rescue
LS.8	Confidence Testing – ability to record periodic testing of commercial occupancy systems such as automatic sprinkler systems and fire alarms. Additionally:	F	Elite Rescue
LS.8.1	Automatically notify businesses when requirement and testing deadlines are approaching	F	Elite Rescue
LS.8.2	Ability to track test results	F	Elite Rescue
LS.8.3	Ability to track chemical inventories	F	Elite Rescue
LS.9	Construction Projects – ability to review and approve construction projects, including the following:	F	Elite Rescue
LS.9.1	Ability to track projects, such as a new hospital or tenant improvements on an existing building	F	Elite Rescue
LS.9.2	Ability for Plan Reviews, such as contractor plans	F	Elite Rescue
LS.9.3	Ability to attach a Plan Review to a specific project	F	Elite Rescue
LS.9.4	Ability to issue and track permits	F	Elite Rescue
LS.9.5	Set benchmarks on permits that must be completed before the permit will be issued	F	Elite Rescue
LS.9.6	Ability to schedule inspections and appointments to periodically inspect and approve benchmarks	F	Elite Rescue
LS.9.7	Ability to schedule re-inspections	F	Elite Rescue
LS.9.8	Ability to store documents	F	Elite Rescue
LS.10	Ability to track assessment of fees and payments	F	Elite Rescue
LS.11	Ability to configure and push information changes to mobile application. For example, if someone updates an occupancy's emergency contacts, it would be synced with mobile computers	F	Elite Rescue
LS.12	Ability to use tablets while in the field; specify which OS supported (i.e IOS, Android, Windows, etc)	F	Elite Rescue
Fire Records			
FR.1	NFIRS Fire Reporting – ability to provide NFIRS compliant incident reporting	F	Elite Rescue
FR.2	Ability for Fire Investigations Reporting and Case Management	F	Elite Rescue
FR.3	Ability to support, query and report for NFPA standards	F	Elite Rescue
Human Resources			
HR.1	Employee Information – ability to store detailed information about employees	F	Elite Rescue
HR.2	Training Records – ability to manage and track employee training	F	Elite Rescue
HR.3	Certificate Management – ability to maintain copies of employee certificates	F	Elite Rescue
HR.4	Personal Equipment – ability track equipment issued to employees	F	Elite Rescue
HR.5	Provide activity and scheduling function for department master activity and training calendar	F	Elite Rescue
		F	Elite Rescue

Module No.	Requirement Description	Response Code	Comments
Mobile Applications			
MA.1	ePCR – mobile-friendly patient-care reports	F	Elite Field
MA.2	Fire Reports – mobile-friendly fire reports	F	Elite Mobile Fire Inspections
MA.3	Fire Inspections - ability to perform mobile Fire Inspections in a disconnected state with the ability to upload at a later time	F	Elite Mobile Fire Inspections
MA.4	Ability to create and save Patient Care Reports in a disconnected state with the ability to upload at a later time	F	Elite Field
MA.5	Ability to create and save all reports in a disconnected state with the ability to upload at a later time	F	Elite Mobile Products (Elite Mobile Fire Inspections, Elite Field)
MA.6	Ability to view preplan information in the field, including hazardous materials	F	Elite Mobile Fire Inspections
Records Management			
RM.1	Provide an audit trail by user by module with the ability to enable/disable by module	F	Elite Rescue
RM.2	Provide transaction date/time/user stamps for a clear audit trail for all transactions	F	Elite Rescue
RM.3	Ability to purge or archive by user-defined criteria	F	Elite Rescue
RM.4	Ability to provide reports by record for key records milestones	F	Elite Rescue
RM.5	Ability to integrate with the City's HPERMS records/document management system (formerly know as Hewlett-Packard TRIM)	F	Elite Rescue
RM.5	Workflow management including incident and report reviews	F	Elite Rescue
RM.6	Inventory Management (serialized items, expired items, barcode scanning, etc)	F	Inventory Module
Report Writer			
RW.1	Support ad hoc inquiry and report generation on all records, accessible from all modules in a user friendly environment.	R	Report Writer
RW.2	Support data filtering by user defined parameter values	R	Report Writer
RW.3	Allow user to send report to:	R	Report Writer
RW.3.1	Screen (same view as printed view);	R	Report Writer
RW.3.2	Export to Excel, Word, Flat file	R	Report Writer
RW.3.3	Standard Windows Printer	R	Report Writer
RW.3.4	PDF	R	Report Writer
RW.4	Allow any sort order in any field.	R	Report Writer
RW.5	Allow user to save reports for later printing or edit	R	Report Writer
RW.6	Provide report templates (end of month/end of quarter/end of year activity/productivity-including numbers for both the period only and the year to date-totals by state, and/or by specified records. All reports must be capable of rolling up to comprehensive totals for the individual/entire staff and organization).	R	Report Writer
RW.7	Ability to produce presentation quality reports	R	Report Writer
RW.8	Provide query and report functions based on:	R	Report Writer
RW.8.1	Records	R	Report Writer
RW.8.2	Boolean operators	R	Report Writer
RW.8.3	Single and multiple character wildcards	R	Report Writer
RW.9	Ability to schedule automated report generation by report	R	Report Writer
RW.10	Ability to measure incident response time performance	R	Report Writer
RW.11	Provide multiple levels of selection conditions combined and and/or conditions.	R	Report Writer
RW.12	Provides a wide selection of canned, standardized reports for operational, financial, and efficiency purposes	R	Report Writer
RW.13	Multi agency reporting	R	Report Writer
RW.14	Standardized batch reporting of NFIRS and State EMS data to be submitted to the State	R	Report Writer
RW.15	Ability to write SSRS reports	R	Report Writer

Module No.	Requirement Description	Response Code	Comments
GIS			
GIS.1	Describe the systems GIS capabilities	R	Report Writer
GIS.2	Ability to track historical address, location, or parcel information	R	MARS (Mapping)
GIS.3	Ability to integrate with the City's ESRI database		
GIS.4	Is the system ODBC and OLE compliant and able to link to both external and internal databases that are ODBC and OLE compliant.	R	Report Writer
GIS.5	Ability to geo-verify addresses and locations	R	MARS (Mapping)
Help			
HP.1	Provide on-line context sensitive help.	F	Elite Rescue
HP.2	Provide error message, explanation, and remedy.	F	Elite Rescue
HP.3	Provide on-line tutorials, training manuals, and tools?	F	Elite Rescue
HP.4	Provide an on-line procedures manual.	F	Elite Rescue
HP.5	Provide telephone support for user inquiries or support. List telephone support hours.	F	Elite Rescue, support hours are 7:00 AM to 6:00 PM CST via Support Suite, live chat, or telephone
HP.6	Provide an online help forum for support.	F	Elite Rescue
HP.7	Does your proposed system provide training at various levels to Fire Department staff and stakeholders including Administrators (Advanced to Expert), Power Users (Intermediate to Advanced), and End Users(Beginning to Intermediate)?	F	Please see training overview in the proposal document.
Security			
SE.1	Provide integrated security throughout all modules in the system (including reporting), and from remote locations, that permits administrators to control groups and/or individual access to specific records, modules, functions, fields, and types of transactions.	F	Elite Rescue
SE.2	Ability to extend read permission to an individual user without being given write privileges.	F	Elite Rescue
SE.3	Provide an audit trail by user by module with the ability to enable/disable by module.	F	Elite Rescue
SE.4	Provide transactions date/time/user stamps for a clear audit trail for all transactions.	F	Elite Rescue
SE.5	Ability to require users to change their passwords on a schedule specified by the system administrator.	F	Elite Rescue
SE.6	System uses standard encryption and SSL.	F	Elite Rescue
SE.7	Is the system HIPAA compliant?	F	Yes
SE.8	Is the system NEMESIS 3 compliant?	F	Yes
SE.9	Is the system NFIRS compliant?	F	Yes
SE.10	Encryption of PHI and HIPAA data in all phases of its life – in use, in motion, at rest, in destruction	F	Elite Rescue
Technology			
TE.1	Is the system hosted on-premise by the client?	F	Yes
TE.2	Is the system a cloud-based, vendor-hosted solution?	F	Vendor Hosted
TE.3	Ability to operate within a Microsoft Active Directory environment.	N/A	ImageTrend does not integrate with active directory
TE.4	Ability to operate in a VMware virtual environment	F	ImageTrend supports this requirement
TE.5	Ability to operate with MS SQL Server. If so, will you make available a data dictionary	F	ImageTrend supports this requirement
TE.6	Ability to operate with Office 365	F	ImageTrend supports this requirement.
TE.7	Ability to operate on MS Windows 7 through Windows 10	F	
TE.8	Is the solution browser-based? List supported browsers	F	Microsoft Internet Explorer 11.0 and above Other browsers that support Mozilla 4.0 and above Adobe Reader 10 or higher
TE.9	Does the system have minimum workstation requirements? If so please specify.	F	
TE.10	Does the system have minimum server and database requirements? If so, please specify.	F	
TE.11	If cloud-based, specify historical system up-times and down-times.	F	ImageTrend offers 99.9% availability, which is accomplished through a state of the art infrastructure with multiple points of redundancy and sufficient back
TE.12	Describe your conversion process for data migration from the City's current High Plains RMS to your system	F	This can be found in the attached proposal.
TE.13	Ability to push software upgrades, code table changes, etc without physically touching each computer	F	ImageTrend supports this requirement.
Support			
S.1	Describe the availability of routine technical support	F	This can be found in the attached proposal under the Support heading
S.2	Describe the availability of emergency 24-hour tech support.	F	This can be found in the attached proposal under the Support heading
S.3	Describe company policy on providing software upgrades and enhancements	F	This can be found in the attached proposal under the Support heading
S.4	Does your proposed system have a Service Level Agreement with guaranteed response/resolution times and a statement indicating your company will support its software under future versions of Microsoft Operating Systems for the duration of the relationship between Owner and Offeror	F	A copy of our SLA has been included for review.

Module No.	Requirement Description	Response Code	Comments
S.5	Does your proposed system have a support/ticket system that allows staff the ability to check progress of tickets online?	F	Elite Rescue
S.6	Do you provide Support manuals for your system?	F	Elite Rescue
Integrations			
I.1	Ability to integrate with Tyler Public Safety (formerly New World Aegis) and Tyler EnerGov	F	CAD Integration
I.2	Ability to integrate with third party EMS billing vendors (note: the City of Grand Junction currently uses Whitman for EMS billing. This vendor utilizes Zol RescueNet)	F	Billing Integration
I.3	Ability to integrate with Kronos Telestaff	F	Telestaff Integration
I.4	Ability to integrate with hospital's electronic health records software, Epic	F	Hospital Hub
I.5	Ability to integrate with the City's HPERMS records/document management system (formerly know as Hewlett-Packard TRIM).	F	Integration
Other			
O.1	Identify any expenses that would not be covered through these modules and would be required in order to implement Offeror's program	n/a	

SOFTWARE LICENSING AGREEMENT

CONTRACT No.:

BETWEEN

CLIENT
ADDRESS
CITY, STATE ZIP

AND

IMAGETREND, INC.
20855 KENSINGTON BLVD.
LAKEVILLE, MN 55044

IMAGETREND®

THIS AGREEMENT is made and entered into on the date last written below, by and between the ImageTrend, Inc., a Minnesota corporation (hereinafter "IMAGETREND"), and Client Name (hereinafter "CLIENT").

RECITALS

WHEREAS, IMAGETREND owns the software system known SOFTWARE; and

WHEREAS, CLIENT desires to obtain the license of the Software mentioned above; and

WHEREAS, IMAGETREND is willing to provide CLIENT with a non-exclusive license of the Software on the terms and conditions contained herein;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS.

"Authorized personnel" means employees of CLIENT that use the Software in the scope of their employment, or CLIENT's contractors where the contractor's services must necessarily require access to the Software. Personnel who intend to: reverse engineer, disclose, or use or acquire for any purpose not in the scope of the personnel's employment or necessary for contractor services, any Confidential Information are not Authorized Personnel.

"Confidential information" means the proprietary products and trade secrets of IMAGETREND and/or its suppliers, including, but not limited to, computer software, code, technical parameters, price lists, customer lists, designs, software documentations, manuals, models and account tables, and any and all information maintained or developed by CLIENT pursuant to this AGREEMENT which is deemed confidential under existing state and/or federal law.

"Custom Development" means that CLIENT contracts IMAGETREND through a signed and accepted Statement of Work to customize the software. Each CLIENT shall have the non-exclusive license to utilize such software. Such software may then become a part of the core product and be distributed. Custom Development may require ongoing support and/or hosting and shall be subject to support and/or hosting fee increases. IMAGETREND maintains ownership of all Custom Development.

"ePCR" means an Electronic Patient Care Report

"ImageTrend Elite Data Marts" means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

"ImageTrend Elite Reporting Tools" means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

"Incident(s)" means an instance where the CLIENT sends a vehicle to a potential or actual patient.

"Licensed Information" means any information pertaining to the Software which is owned by IMAGETREND and is licensed to CLIENT. Licensed Information includes such information as input form,

user manuals and user documentation, interface format and input/output format, and any other materials pertaining to the Software.

“Perpetual License” means an unlimited use of software without rights for resale.

“Reference” means referral in the promotion of IMAGETREND'S software to other potential CLIENTS.

“Run(s)” means an incident where the CLIENT sends a vehicle to a potential or actual patient.

“Software” means the computer program(s) in machine readable object code form listed in Exhibit “A”, including the executable processing programs comprising the various modules from the Software and the Licensed Information.

“Statement of Work” means the technical document which outlines mutually agreed upon system specification for Custom Development and associated costs, payment terms and acceptance procedures. This document requires CLIENT acceptance and signature prior to beginning work.

“Support” means interactive telephone and e-mail support, computer based online training, product upgrades and enhancements, along with defect corrections, delivered from IMAGETREND's offices.

“Upgraded Version” means the Licensed Software and/or Licensed Information to which updates, enhancements, corrections, installations of patches or other changes have been made. The exterior form of the Updated Version is reflected by changes to the version numbers.

SECTION 2. TERM OF AGREEMENT.

The term of this AGREEMENT shall be one year(s) from signature date, subject to Section 13 of this AGREEMENT. This AGREEMENT shall be subject to automatic annual renewal unless terminated by either party as provided in Section 13, below.

SECTION 3. GRANT OF LICENSE.

A. NON-EXCLUSIVE PERPETUAL USE LICENSE.

In accordance with the terms and conditions hereof, IMAGETREND agrees to grant to CLIENT and CLIENT agrees to accept a non-transferable and non-exclusive perpetual use license of the Software. During the term of the AGREEMENT, the CLIENT shall have access to the Software, which will be installed on servers at the IMAGETREND hosting facility and subject to the Service Level Agreement attached as Exhibit B. CLIENT expressly acknowledges that all copies of the Software and/or Licensed Information in any form provided by IMAGETREND to CLIENT hereunder are the sole property of IMAGETREND and/or its suppliers, and that CLIENT shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this AGREEMENT.

B. IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE

In accordance with the terms and conditions hereof, IMAGETREND agrees to grant the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools as included and detailed in Exhibit A. This AGREEMENT does not give the CLIENT the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other tools or mechanisms. Direct access to ImageTrend Elite Data Marts is available via separately-priced product and service offerings from IMAGETREND. This Section 3.B, is subject to the Non-Exclusive Use License as covered in Section 3.A and terms of this AGREEMENT.

C. PROTECTION OF SOFTWARE AND LICENSED INFORMATION.

CLIENT agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

CLIENT shall not nor shall CLIENT permit any third-party to, copy or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. CLIENT may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of IMAGETREND are reserved. IMAGETREND reserves all rights which are not expressly granted to CLIENT in this AGREEMENT.

CLIENT shall not, nor shall CLIENT permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this AGREEMENT.

D. DATA OWNERSHIP AND DATA PROTECTION.

All CLIENT data collected with IMAGETREND Software remains at all times the property of the CLIENT. IMAGETREND will not to use or make available any personally identifiable information other than for administering the CLIENT's account and collecting usage statistics in order to improve our products and services specifications. During the term of this AGREEMENT and after termination or expiration of this AGREEMENT, IMAGETREND will not in any way transfer to any third party or use in direct or indirect competition with the other party any information or data posted by CLIENT's and others on IMAGETREND's website and acknowledges that all such information is confidential. CLIENT shall have access to creative tools within the Elite Software platform. Use of these features is conditioned upon assignment to IMAGETREND of all copyrights in any work created within and using the Elite software platform, the terms of use for such creative tool features will prompt all users upon first use to agree to terms of use; those terms are hereby incorporated as part of this AGREEMENT and valid whether accepted before or after execution of this AGREEMENT. Please contact IMAGETREND for a copy of these terms prior to final acceptance of this AGREEMENT, if necessary.

E. CLIENT DATA.

Within thirty (30) days after the expiration of this AGREEMENT, the termination of this AGREEMENT, or IMAGETREND is no longer in business, IMAGETREND will deliver to the CLIENT its data, in machine readable format, on appropriate media, at the CLIENT's option. If the CLIENT wants the data to be delivered in a medium other than tape or CD, IMAGETREND shall do its best to accommodate the CLIENT, provided the CLIENT shall provide the medium on which the data is to be provided and shall pay for any additional cost incurred by IMAGETREND in accommodating this request.

SECTION 4. SOFTWARE ABSTRACT.

A. The IMAGETREND Elite contains and stores the data elements of an emergency medical database, including data schema and values that may originate from traditional computer aided dispatch (CAD) sources and data values that may be used in billing from pre-hospital patient care. The emergency medical database may contain certain vehicle transport information but does not contain data elements and/or values specific to the vehicle path tracking such as automatic vehicle location (AVL) or third party AVL integrations. The emergency medical

database does support integrations to third party CAD and billing solutions. The emergency medical database does not support any AVL, CAD or billing functions executed directly from the database. CLIENT shall not use IMAGETREND Software to integrate patient information from a clinical encounter associated with a patient incident requiring emergency medical care by the emergency transport crew with flight information relating to an emergency transport crew dispatch to produce an encounter record indicative of the patient's clinical encounter.

- B. The IMAGETREND Elite contains and stores the data elements of an emergency medical database as defined, described and mandated by the National EMS Information System (NEMSIS). The dataset was adopted by IMAGETREND for State and local regulatory authorities as required by NEMSIS. The NEMSIS data schema and elements are the sole work of the NEMSIS organization in conjunction with the National Highway Traffic Safety Administration (NHTSA). The NEMSIS dataset contains data elements and data structures originating and potentially owned by a number of nonprofit third party organizations and government agencies such as the World Health Organization (ICD 9 and ICD 10), International Health Terminology Standards Development Organization (SNOMED), U.S. Department of the Interior and U.S. Geological Survey (GNIS), National Institute of Standards and Technology (FIPS), Health Level Seven International (HL7), Joint APCO/NENA Data Standardization Working Group (AACN). The NEMSIS dataset offers customer driven extensibility that allows the end user to extend and define the dataset at their own discretion.

SECTION 5. SERVICES PROVIDED BY IMAGETREND.

- A. **SUPPLY OF SOFTWARE AND LICENSED INFORMATION.**
IMAGETREND shall provide CLIENT software and services as detailed in Exhibit A.
- B. **MODIFICATIONS, IMPROVEMENTS AND ENHANCEMENTS.**
During the terms of this AGREEMENT and any extensions under Section 2, IMAGETREND will provide CLIENT with error corrections, bug fixes, patches or other updates to the Software in object code form, to the extent available in accordance with IMAGETREND's release schedule. If CLIENT desires to add new functions or make enhancements to the Software, CLIENT must, for additional consideration, negotiate with IMAGETREND to develop new functions or improvements to the existing Software. All such error corrections, bug fixes, patches, updates, or other improvements or modifications shall be the sole property of IMAGETREND.
- C. **INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.**
1. IMAGETREND shall provide CLIENT with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services.
 2. "Train-the-trainer" training for administrators as detailed in Exhibit A. Additionally, online training videos and user guides in electronic format will be made available.
 3. Introductory training relating to the Software as detailed in Exhibit A. The parties may enter into a supplemental written AGREEMENT in the event CLIENT desires that IMAGETREND provide additional training.

SECTION 6. MAINTENANCE AND SUPPORT.

- A. Application use support as detailed in Service Level Agreement Exhibit B.
- B. Server hosting environment is monitored and supported 24/7. Emergency support information is available on the IMAGETREND Support site for emergency purposes. Non-emergency related contact may be charged to the CLIENT.

- C. Maintenance of IMAGETREND software, which includes scheduled updates and new releases, as well as defect correction as needed, is included. Specific out-of-scope system enhancement requests will be reviewed with the CLIENT and subject to approval if additional charges are necessary.

SECTION 7. FEES.

- A. Except as otherwise provided in this AGREEMENT, IMAGETREND shall offer the Products and the Services at the prices set forth on Exhibit A.
 - (i) IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for Year 2. These price increases will occur once every year and may not exceed 3% of the price then currently in effect.
- B. The fees for this contract are as detailed in the attached Exhibit A.
- C. At any time during this AGREEMENT, the CLIENT may contract with IMAGETREND for additional software and services not covered in this AGREEMENT with fees to be negotiated on an item-by-item basis. The CLIENT may contract Custom Development by IMAGETREND for additional fees as outlined and agreed to in a signed and accepted Statement of Work.
- D. If there is a delay in acceptance on the remaining items for longer than 60 days, IMAGETREND has the option to invoice the remaining balance on any or all of the open items for Year 1 and begin the Recurring Fees schedule.

SECTION 8. PROTECTION AND CONFIDENTIALITY.

A. ACKNOWLEDGEMENT.

CLIENT hereby acknowledges and agrees that the Software and Licensed Information provided hereunder constitute and contain valuable proprietary products and trade secrets of IMAGETREND and/or its suppliers, embodying substantial creative efforts and confidential information, ideas and expressions. Accordingly, CLIENT agrees to treat (and take precautions to ensure that its authorized personnel treat) the Software and Licensed Information as confidential in accordance with the confidentiality requirements and conditions set forth below. CLIENT acknowledges and agrees that CLIENT shall not permit any non-Authorized User from accessing the Software made available to the CLIENT.

B. MAINTENANCE OF CONFIDENTIAL INFORMATION.

Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that the provisions of this Section 8 shall not apply to information which: (i) is in the public domain; (ii) has been acquired by CLIENT by normal means upon the disclosure of the information by IMAGETREND; (iii) is duly obtained by CLIENT directly or indirectly from a third party who has independently developed the information and is entitled to disclose the information to CLIENT, and such disclosure does not directly or indirectly violate the confidentiality obligation of such third party; or (iv) becomes known publicly, without fault on the part of CLIENT, subsequent to the receipt of the information by CLIENT.

C. SURVIVAL.

This Section 8 shall survive the termination of this AGREEMENT or of any license granted under this AGREEMENT.

SECTION 9. WARRANTIES.

A. PERFORMANCE.

IMAGETREND warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than IMAGETREND and its agents make any unauthorized amendment or change to the Software in any manner.

B. OWNERSHIP.

IMAGETREND represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to CLIENT.

C. LIMITATIONS ON WARRANTY.

All of IMAGETREND's obligations under this Section 9 shall be contingent on CLIENT's use of the Software in accordance with this AGREEMENT and in accordance with IMAGETREND's instructions as provided by IMAGETREND in the Licensed Information, and as such instructions may be amended, supplemented, or modified by IMAGETREND from time to time.

IMAGETREND shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field.

THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE ONLY WARRANTIES MADE BY IMAGETREND WITH RESPECT TO THE SOFTWARE AND SUPERSEDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND WARRANTIES FOR ANY SPECIAL PURPOSE.

SECTION 10. LIMITATION OF LIABILITY.

Unless otherwise provided in this Section 10, CLIENT's exclusive remedy for any damages or losses arising out of IMAGETREND's breach of warranties shall be, at IMAGETREND's option, either (i) immediate release from the AGREEMENT; or (ii) repair of the Software.

SECTION 11. INDEMNIFICATION.

A. INDEMNITY

IMAGETREND (which includes its agents, employees and subcontractors, if any) agrees to indemnify CLIENT, as well as any agents thereof from all damages, judgments, loss and expenses, but not including consequential or incidental damages arising out of:

- (i) any personal injuries, property damage, or death that CLIENT may sustain while using IMAGETREND's, as well as any agents thereof, controlled property or equipment in the performance of this AGREEMENT; or
- (ii) any personal injury or death which results or increases by any action taken to medically treat CLIENT agents, employees and subcontractors; or
- (iii) any personal injury, property damage or death that CLIENT may sustain from any claim or action brought against CLIENT, as well as any agents thereof arising out of the negligence or recklessness of IMAGETREND in the performance of this AGREEMENT,

Except for the foregoing claims, CLIENT, as well as any agents thereof agrees to indemnify, defend, and hold harmless IMAGETREND from all claims, lawsuits, damages, judgments, loss, liability, or expenses, arising out of any claim or action brought against IMAGETREND arising out of the negligence or recklessness of CLIENT, as well as any agents thereof in the performance of this AGREEMENT.

B. ENTIRE LIABILITY

SECTION 11 (A) ABOVE STATES THE PARTIES ENTIRE LIABILITY THE PARTIES SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INDEMNIFICATION. SECTION 9 OF THIS AGREEMENT STATES THE FULL EXTENT OF IMAGETREND'S WARRANTY AND SECTION 11(A) PROVIDES NO ADDITIONAL WARRANTY OF ANY KIND. ANY OTHER WARRANTY, EXPRESS OR IMPLIED OUTSIDE OF THIS AGREEMENT, INCLUDING THOSE ARISING OUT OF THE UNIFORM COMMERCIAL CODE, ARE WAIVED.

SECTION 12. INSURANCE REQUIREMENTS.

IMAGETREND will provide standard insurance coverage as detailed in a Certificate of Insurance, if requested.

SECTION 13. TERMINATION.

A. TERMINATION WITHOUT CAUSE.

Following the expiration of the original term of this AGREEMENT, either party shall have the right to terminate this AGREEMENT, without cause, by giving not less than sixty (60) days written notice of termination.

B. CUSTOM DEVELOPMENT TERMINATION

Either party shall have the right to terminate any Custom Development portion(s) of this AGREEMENT, without cause, by giving not less than thirty (30) days written notice of termination.

C. TERMINATION FOR CAUSE.

This AGREEMENT may be terminated by the non-defaulting party by giving not less than thirty (30) days written notice of termination if any of the following events of default occur: (i) if a party materially fails to perform or comply with this AGREEMENT or any provision hereof; (ii) if either party fails to strictly comply with the provisions of Section 8 , above, or makes an assignment in violation of Section 15, below; (iii) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (iv) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended from time to time, is filed by a party; or (v) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.

SECTION 14. COOPERATIVE USE

Public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the CLIENT are eligible to participate in any subsequent Agreement. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, rules and regulations of the respective political entity and with applicable State and Federal laws.

Any orders placed to, or services required from IMAGETREND will be requested by each participating agency. Payment for purchases made under this Agreement will be the sole responsibility of each participating agency. The CLIENT shall not be responsible for any disputes arising out of transactions made by others. IMAGETREND shall be responsible for correctly administering this Agreement in

accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

SECTION 15. NONASSIGNABILITY.

CLIENT shall not assign this AGREEMENT or its rights hereunder without the prior written consent of IMAGETREND.

SECTION 16. GOVERNING LAW.

The parties agree that the law governing this AGREEMENT shall be that of the State of Minnesota without regard to its conflict of laws principles.

SECTION 17. COMPLIANCE WITH LAWS.

IMAGETREND shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 18. WAIVER.

Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this AGREEMENT or of any subsequent default or breach of the same or a different kind.

SECTION 19. NOTICES.

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and addressed to the respective parties as follows:

TO CLIENT:

Client Name
Address Line 1
Address Line 2
City, State, ZIP

ATTENTION: Contact Name

TO IMAGETREND:

ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville, MN 55044

ATTENTION: Mike McBrady

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 20. FORCE MAJEURE.

Neither party shall be liable in damages or have the right to terminate this AGREEMENT for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

SECTION 21. ARBITRATION.

Any dispute between IMAGETREND and CLIENT under this AGREEMENT shall be resolved by arbitration by an arbitrator selected under the rules of the American Arbitration Association (MINNESOTA) and the arbitration shall be conducted in that same location under the rules of said Association. If an arbitrator cannot be agreed upon by the parties, IMAGETREND and CLIENT shall each choose an arbitrator, and those two chosen arbitrators shall choose a third arbitrator, who shall preside over any dispute. IMAGETREND and CLIENT shall each be entitled to present evidence and argument to the arbitrator. The arbitrator shall have the right only to interpret and apply the provisions of this AGREEMENT and may not change any of its provisions. The arbitrator shall permit reasonable pre-hearing discovery of facts, to the extent necessary to establish a claim or a defense to a claim, subject to supervision by the arbitrator. The determination of the arbitrator shall be conclusive, final and binding upon the parties and judgment upon the same may be entered in any Minnesota court having jurisdiction thereof. The arbitrator shall give written notice to the parties stating his determination, and shall furnish to each party a signed copy of such determination. IMAGETREND and CLIENT shall equally share the cost of the arbitrator(s) fees. The arbitrator may award reasonable costs and expenses, including reasonable attorney fees, to the prevailing party.

SECTION 22. INTERPRETATION.

This AGREEMENT has been negotiated between persons sophisticated and knowledgeable in the matters dealt with in this AGREEMENT. Each party further acknowledges that it has not been influenced to any extent whatsoever in executing this AGREEMENT by any other party hereto or by any person representing it, or both. Accordingly, any rule or law or legal decision that would require interpretation of any ambiguities in this AGREEMENT against the party that has drafted it is not applicable and is waived. The provisions of this AGREEMENT shall be interpreted in a reasonable manner to effect the purpose of the parties and this AGREEMENT.

SECTION 23. SIGNATOR'S WARRANTY AND ACCEPTANCE BY PERFORMANCE.

Each party warrants to each other party that he or she is fully authorized and competent to enter into this AGREEMENT, in the capacity indicated by his or her signature and agrees to be bound by this AGREEMENT. CLIENT understands and agrees that if CLIENT accepts any Software, goods, or services from IMAGETREND prior to IMAGETREND receiving a final, mutually signed copy of this AGREEMENT, that CLIENT has accepted this AGREEMENT and all of its terms and conditions.

SECTION 24. PRIOR AGREEMENTS AND AMENDMENTS.

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to this AGREEMENT.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS THE EXECUTION HEREOF on the day and year last written below.

APPROVED AS:

"CLIENT" (Client Name)

"IMAGETREND"

By: _____

By: _____

Name: _____

Name: Michael J. McBrady

Title: _____

Title: President

Dated: _____

Dated: _____

EXHIBITS

EXHIBIT A – Pricing Agreement

EXHIBIT B – Service Level Agreement

EXHIBIT C – HIPAA Business Associate Agreement

EXHIBIT D – Insurance Certificate

EXHIBIT E – Tax Exemption Certificate

EXHIBIT F – ePHI Data Export Sign Off

EXHIBIT A – PRICING AGREEMENT

To be negotiated.

EXHIBIT B – SERVICE LEVEL AGREEMENT

PERPETUAL USE LICENSE, IMAGETREND HOSTED SOLUTION VERSION 4.0

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

1. Hosting at the ImageTrend's Datacenter

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

Hardware

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

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

Physical Facility

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

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

Data Integrity

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

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

2. Application and Hosting Support

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

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

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

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

Support Suite: www.imagetrend.com/support

Email: support@imagetrend.com

Toll Free: 1-888-730-3255

Phone: 952-469-1589

Online Support

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

Incident Reporting Malfunctions

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

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

Service Requests (enhancements)

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

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

Out of Scope

CLIENT may contract with IMAGETREND for Out of Scope services. This will require a separate Statement of Work and will be billed at IMAGETREND's standard hourly rate.

Maintenance and Upgrades

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

Escalation

Our support staff is committed to resolving your issues as fast as possible. If they cannot resolve your issue, they will identify the course of action that they will be taking and indicate when an answer will be available. They in turn will seek assistance from the designated developer. The next level of escalation goes to the Project Manager, who also addresses all operational issues on an ongoing basis and reviews the issue log regularly to assess product performance and service levels. Senior Management will handle issues requiring further discussion and resolution. Any issues to be determined to be of a critical nature are immediately escalated accordingly.

EXHIBIT C – HIPAA BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") dated _____, 201__ (the "Effective Date"), is entered into by and between _____, a _____ corporation (the "Covered Entity") and ImageTrend, Inc. a Minnesota corporation (the "Business Associate").

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

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

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

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

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

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

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

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

1. **Business Associate Obligations.** Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and E PHI. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the "Confidentiality Requirements"). All references to PHI herein shall be construed to include E PHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that

would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in the same manner.

2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity's benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein. Use, creation and disclosure of de-identified health information by Business Associate are not permitted unless expressly authorized in writing by Covered Entity.
3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of "minimum necessary use and disclosure," i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within three (3) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate's obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing or as directed by or as a result of a request by Covered Entity to disclose to Recipients, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.
4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity, an individual who is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) days of such request and shall make any amendment requested by Covered Entity within ten (10) days of such request. Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such

requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.
6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.
7. **Records and Audit.** Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.
8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act. Furthermore, **to the extent feasible, Business Associate will use commercially reasonable efforts** to ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI. Business Associate acknowledges and agrees that the HIPAA Omnibus Rule finalized January 25, 2013 at 78 Fed. Reg. 5566 requires Business Associate to comply with new and modified obligations imposed by that rule under 45 C.F.R. §164.306, 45 C.F.R. § 164.308, 45 C.F.R. § 163.310, 45 C.F.R. § 164.312, 45 C.F.R. § 164.316, 45 C.F.R. § 164.502, 45 C.F.R. § 164.504. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the

scope of the Security Incident, the Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known. Business Associate and Covered Entity shall take reasonable measures to ensure the availability of all affirmative defenses under the HITECH Act, HIPAA, and other state and federal laws and regulations governing PHI and EPHI.

9. **Data Breach Notification and Mitigation.**

- a. **HIPAA Data Breach Notification and Mitigation.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section 9.1, governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.
- b. **Data Breach Notification and Mitigation Under Other Laws.** In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as "Individually Identifiable Information") that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under one or more State data breach notification laws (each a "State Breach") to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer

Affairs Department (or their respective agents); (iii) comply with Covered Entity's determinations regarding Covered Entity's and Business Associate's obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.

- c. **Breach Indemnification.** Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate. If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.
- i. Covered Entity shall indemnify, defend and hold Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.
- ii. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

10. **Term and Termination.**

- a. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.
- b. Covered Entity shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.

- c. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate if any of the following events shall have occurred and be continuing:
 - i. Business Associate fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Business Associate by Covered Entity; or
 - ii. A violation by the Business Associate of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Business Associate under this Agreement.
 - d. Termination of this Agreement for either of the two reasons set forth in Section 10.c above shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.
 - e. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.
 - f. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to "return or destroy," Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.
11. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
12. **Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.
13. **Miscellaneous.**
- a. **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

If to Covered Entity:

Compliance Office

If to Business Associate:

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

14. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
15. **Assignment.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
16. **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
17. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.
18. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Business Associate is located, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which Business Associate is located.
19. **Equitable Relief.** The parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause the other irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the injured party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the injured party shall deem

appropriate. Such right is to be in addition to the remedies otherwise available to the parties at law or in equity. Each party expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond.

20. **Nature of Agreement; Independent Contractor.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.

21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

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

COVERED ENTITY: **(Client Name)**

BUSINESS ASSOCIATE:

By: _____

By: _____

(Print or Type Name)

Michael J. McBrady
(Print or Type Name)

(Title)

President
(Title)

Date: _____

Date: _____

EXHIBIT D – INSURANCE CERTIFICATE

Intentionally left blank

EXHIBIT E – TAX EXEMPTION CERTIFICATION

CLIENT to provide completed Tax Exemption Form, Tax Exemption Certificate, or other applicable documentation from the State Department regarding their Tax Exemption Status.