

AGREEMENT

SERVICES AGREEMENT

THIS SERVICES AGREEMENT is made as of the 15th day of November (effective date). By and between Pinellas County, a political subdivision of the State of Florida ("County"), and ImageTrend, Inc. ("Contractor"), (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested a proposal pursuant the agreement for Safety and Emergency Services (SES) Computer-Aided Disptach (CAD) Services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

- A. "**Agreement**" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- B. "**County Confidential Information**" means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or any information referenced in Exhibit J, HIPAA Business Associates Agreement, and any other information designated in writing by the County as County Confidential Information.
- C. "**Contractor Confidential Information**" means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.
- D. "**Contractor Personnel**" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- E. "**Services**" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in the Statement of Work Exhibit attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Execution of Agreement

The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, estimate, scope of work, or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

AGREEMENT

3. Conditions Precedent

This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required, and the insurance coverage(s) required, within 10 days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

4. Services

- A. **Services** - The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
- B. **Services Requiring Prior Approval** - Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Director, EMS & Fire Administration or Designee.
- C. **Additional Services** - From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
- D. **De-scoping of Services** - The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
- E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act** - Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.
- F. **Non-Exclusive Services** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion.
- G. **Project Monitoring** - During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

5. Term of Agreement

- A. **Initial Term** - The term of this Agreement shall commence on **the Effective Date** and shall remain in full force and for three (3) years, or until termination of the Agreement, whichever occurs first.

B. Term Extension

The Parties may extend the term of this Agreement for a two (2) year period pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

6. Compensation and Method of Payment

- A. **Services Fee** - As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee

AGREEMENT

paid exceed the not-to-exceed sums set out in subsections below, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment Section of this Agreement.

- B. **Spending Cap and Payment Structure** - The County agrees to pay the Contractor the not-to-exceed sum of \$1,136,884.00 for Services completed and accepted herein, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.
- C. **Travel Expenses** – Cost breakdown in Exhibit C includes travel expenses.
- D. **Taxes** - Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.
- E. **Payments and Invoicing** - Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted the designated person as set out in the Notices Section herein.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

7. Personnel

- A. **E-Verify** - The contractor and subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system. If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract. If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity. If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section. Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.
- B. **Qualified Personnel** - Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.
- C. **Approval and Replacement of Personnel** - The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such

AGREEMENT

individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

8. Termination

A. Contractor Default Provisions and Remedies of County

1. **Events of Default** - Any of the following shall constitute a "Contractor Event of Default" hereunder:
 - i. Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;
 - ii. Contractor breaches Confidential Information Section of this Agreement;
 - iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 2 consecutive iterations; or
 - iv. Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
3. **Termination for Cause by the County** - In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor

1. **Events of Default** - Any of the following shall constitute a "County Event of Default" hereunder:
 - i. the County fails to make timely undisputed payments as described in this Agreement;
 - ii. the County breaches Confidential Information Section of this Agreement; or the County fails to perform any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.
3. **Termination for Cause by the Contractor** - In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience

1. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 60 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

9. Time is of the Essence

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in the Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

10. Confidential Information and Public Records

- A. County Confidential Information** - Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County

AGREEMENT

pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

- B. **Contractor Confidential Information** - All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.
- C. **Public Records** - Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, the contractor shall contact:

Pinellas County Board of County Commissioners

Purchasing and Risk Management Division

400 S. Ft. Harrison Ave, 6th Floor,

Clearwater, FL 33756

Public Records Liaison

Phone: 727-464-3237

Email: mcchartier@pinellascounty.org

AGREEMENT

11. Audit

Contractor shall retain all records relating to this Agreement for a period of at least 5 years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

12. Compliance with Laws

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Digital Accessibility

Contractor acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Contractor shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Contractor fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Contractor of non-compliance. Within 30 days of Contractor's receipt of a non-compliance notice ("Notice"), Contractor and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Contractor:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Contractor to the Liability and Insurance – Indemnification Section of this Agreement, "Indemnification."

14. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

15. Liability and Insurance

- A. **Insurance** - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, attached hereto and incorporated herein by reference.

AGREEMENT

- B. **Indemnification** - Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.
- C. **Liability** - Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes** - The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

16. County's Funding

The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

17. Orders

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

18. Name Changes

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

19. Acceptance of Services

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Director, EMS & Fire Administration (Craig Hare) or designee, will have 10 calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to ImageTrend, Inc. . contracts@imagetrend.com. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have 7 calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have 7 calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

20. Subcontracting/Assignment

- A. **Subcontracting** - Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any

AGREEMENT

work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

- B. **Assignment** - This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within sixty (60) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon sixty (60) days notice to Contractor.

21. Survival

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

22. Notices

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Craig Hare – Director, EMS & Fire Administration

12490 Ulmerton Road - Suite 134

Largo, FL 33774

with a copy to:

Attn: Merry Celeste,

Purchasing and Risk Management Division Director

Pinellas County Purchasing Department

400 South Fort Harrison Avenue

Clearwater, FL 33756

For Contractor:

Attn: ImageTrend, Inc., contracts@imagetrend.com.

20855 Kensington Blvd

Lakeville, MN 55044

23. Conflict of Interest

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor

AGREEMENT

may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

24. Right to Ownership

All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

25. Amendment

This Agreement may be amended by mutual written agreement of the Parties hereto.

26. Severability

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

27. Applicable Law and Venue

This Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

28. Waiver

No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

29. Due Authority

Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

30. No Third-Party Beneficiary

The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.

AGREEMENT

31. Force Majeure

"Force Majeure Event" means any act or event that (i) prevents a Party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other Party's (the "Performing Party") obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance and thereby prevented from satisfying any conditions precedent to the Performing Party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party's obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

32. Order of Precedence

All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Agreement and will have priority in the order listed

- A. Pinellas County Agreement
- B. Statement of Work. (Exhibit A)
- C. ImageTrend Service Level Agreement (Exhibit I)
- D. HIPAA Associate Agreement (Exhibit J)
- E. Data Exchange Agreement (Exhibit H)
- F. ImageTrend Contractual Provisions (Exhibit F)
- G. ImageTrend Terms of Use NFPA Codes (Exhibit G)

In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement will prevail.

33. Entirety

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, a political subdivision of the State of Florida PINELLAS COUNTY acting by and through the

Board of County Commissioners

By: Charlie Justice
Signature

Charlie Justice
Print Name

Chairman
Title

November 15, 2022.
Date

By: Joseph T. Graw
Signature

Joseph T. Graw
Print Name

President/CEO
Title

9/7/2022
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AGREEMENT

EXHIBIT A - STATEMENT OF WORK

STATEMENT OF WORK

COMPUTER-AIDED DISPATCH SERVICES

AGREEMENT

STATEMENT OF WORK

COMPUTER-AIDED DISPATCH SERVICES

CONTENTS

Overview Error! Bookmark not defined.

Related Phases4

Roles and Responsibilities 5

Project Management Overview5

ImageTrend Implementation Specialist5

County Project Manager.....6

Roles and Responsibilities During the Project.....6

ImageTrend Responsibilities 7

ImageTrend Project Team 7

County Responsibilities 7

County Project Team 7

Project Implementation Schedule.....8

Change Orders.....8

Task Completion.....9

Statement of Work Tasks..... 10

Phase 1 -- Planning10

Sub-Phase A -- Finalize Project Implementation Schedule 10

Sub-Phase B -- Initiate Project 11

Sub-Phase C -- Hold Project Kickoff Meeting 12

Sub-Phase D -- Establish Communication to ImageTrend Cloud Services..... 13

Sub-Phase E -- Elite System Setup and Configuration 14

Sub-Phase F -- License Management System Setup and Configuration 15

Sub-Phase G -- Patient Registry System Setup and Configuration..... 16

Phase 2 -- Elite Initial Implementation17

Sub-Phase A -- Conduct Onsite Training Implementation Workshops..... 17

Sub-Phase B -- Data Conversion to Elite 19

Sub-Phase C -- CAD Integration 20

Sub-Phase D -- NFIRS Integration 22

Sub-Phase E -- NEMSIS Integration..... 23

Sub-Phase F -- Checklist Module 24

Sub-Phase G -- Inventory Module 25

Sub-Phase H -- Training & Activities Module 26

Sub-Phase I -- Investigations Module 27

Sub-Phase J -- Health Information Hub - Elite 28

Sub-Phase K -- Hospital Hub 31

AGREEMENT

Sub-Phase L – Elite Site to Site Transfers 32

Phase 3 – License Management System Initial Implementation 33

 Sub-Phase A -- Conduct Webinar Implementation Workshops 33

 Sub-Phase B -- Conduct Webinar Training Workshops 34

 Sub-Phase C – Data Conversion to License Management System 36

 Sub-Phase D – Off-Line Inspections 37

Phase 4 – Patient Registry Initial Implementation..... 38

 Sub-Phase A -- Conduct Onsite Training Implementation Workshops..... 38

 Sub-Phase B -- Data Conversion to Patient Registry 40

 Sub-Phase C – Mobile Facility Alerting..... 41

 Sub-Phase D – Health Information Hub- Patient Registry..... 42

Phase 5 – Initial Testing 45

 Sub-Phase A -- Integration Testing..... 45

 Sub-Phase B -- Conduct Initial Functional Acceptance Testing 47

Phase 6 – Secondary Implementation..... 49

 Sub-Phase A – Report Writer 49

 Sub-Phase B – Data Mart 50

 Sub-Phase C – Continuum..... 51

 Sub-Phase D – Add-On Visual Informatics (Analytic Report Writer) 53

Phase 7 – Account Advisement Services 54

 Sub-Phase A – Commencement of services 54

Phase 8 -- Training 55

 Sub-Phase A -- Conduct System Administrator Training and Train-the-Trainer Training 55

 Sub-Phase B -- Declare System Ready for Use 57

 Sub-Phase C -- Conduct End-User Training 58

 Sub-Phase D – Go Live Onsite Training 59

 Sub-Phase E -- Conduct Final Acceptance Testing..... 60

 Sub-Phase F – Post Go Live Onsite Training 61



AGREEMENT

OVERVIEW

This document is the Statement of Work defining the principal tasks, activities and responsibilities of the parties involved in the implementation of the Application Software, interfaces and ancillary products, which include:

- ✓ ImageTrend Elite Rescue
- ✓ Investigations
- ✓ CAD Distribution
- ✓ Health Information Hub – Elite
- ✓ Hospital Hub
- ✓ Elite Site to Site Transfers
- ✓ NFPA Code Sets, as identified
- ✓ License Management System (hereinafter “LMS”)
- ✓ Off-Line Inspections
- ✓ Trauma Registry Category - Patient Registry
- ✓ Stroke Registry Category - Patient Registry
- ✓ Cardiac Registry Category - Patient Registry
- ✓ AIS Code Sets, as identified
- ✓ Mobile Facility Alerting
- ✓ Health Information Hub – Patient Registry
- ✓ Add-On Visual Informatics (Analytic Report Writer)
- ✓ Data Mart
- ✓ Continuum
- ✓ Continuum EMS Content Package
- ✓ Continuum Fire Content Package
- ✓ Continuum Geocoding
- ✓ Continuum Domain: Performance Insights
- ✓ Account Advisement Services

This Project is a collaboration between the Pinellas County and ImageTrend, and is contingent upon both entities fulfilling their respective responsibilities as defined in Contract # _____ and this Statement of Work.

RELATED PHASES

This Statement of Work (Exhibit _____) contains the following Phases:

- ✓ Phase 1 – Planning
- ✓ Phase 2 – Elite Initial Implementation
- ✓ Phase 3 – License Management System Initial Implementation
- ✓ Phase 4 – Patient Registry Initial Implementation
- ✓ Phase 5 – Initial Testing
- ✓ Phase 6 – Secondary Implementation
- ✓ Phase 7 – Account Advisement Services
- ✓ Phase 8 – Training

AGREEMENT

ROLES AND RESPONSIBILITIES

PROJECT MANAGEMENT OVERVIEW

The County and ImageTrend shall each appoint a project manager (known as a Implementation Specialist) for the Project with the experience, knowledge and authority to make decisions and carry out the tasks in the Project Implementation Schedule and this Statement of Work. The Implementation Specialist will be the primary points of contact between the Parties during the Project.

The County and ImageTrend Implementation Specialist will be responsible for directing and managing the Project to meet the Project objectives. The County and ImageTrend Implementation Specialist will be responsible for managing their respective Project Team resources and ensuring that Project Team members fulfill their responsibilities. Each will have access to resources necessary to complete the project (personnel, documents, physical areas, etc.), and will be responsible for coordinating administrative and technical decisions on the Project.

IMAGETREND IMPLEMENTATION SPECIALIST

Project management services are a requirement as part of this engagement and the ImageTrend Implementation Specialist will be engaged throughout the Project as part of every task. The ImageTrend Implementation Specialist is responsible for, but not limited to, the following:

PLANNING AND EXECUTION

- Coordinate, finalize and maintain a Project Implementation Schedule with County to be agreed upon separately from this Statement of Work
- Ensure ImageTrend resources are properly assigned to ensure timely execution of each task.
- Coordinate and oversee the implementation of all licensed ImageTrend Application Software and Third-Party Software included in the Contract.
- Coordinate and oversee the development efforts of all contracted interfaces.

COMMUNICATIONS

- Prepare monthly project status reports identifying overall project status, recent accomplishments, outstanding issues, action items and upcoming events
- Maintain regular communication with County's Project Manager, providing timely responses, no later than ten (10) Business Days, to issues raised by the County's Project Managers
- Conduct regular conference calls (e.g. weekly) to discuss project status updates
- Facilitate communication between County resources and ImageTrend resources for interface and conversion tasks
- Assist County Project Manager with developing a Communication Plan, complete with a full contact escalation plan for both parties

AGREEMENT

RESOURCE MANAGEMENT

- Manage internal ImageTrend resources and efforts (technical tasks, implementation tasks, support during implementation, interface development, conversion efforts)
- Communicate with County resources regarding work effort in coordination with the County Project Manager

IMPLEMENTATION WORKSHOPS

- Assist the ImageTrend Implementation Specialist during implementation workshops, as needed or requested

COUNTY PROJECT MANAGER

The County's Project Manager is responsible for overseeing the implementation of the Project on the County's sites. The County's Project Manager is responsible for, but not limited to, the following:

- Coordinate and finalize the Project Implementation Schedule with ImageTrend to be agreed upon separately from this Statement of Work
- Maintaining regular communications with the ImageTrend Implementation Specialist
- Managing the efforts of the County's staff
- Coordinate County activities with the ImageTrend Implementation Specialist
- Participating in regular conference calls and onsite meetings (as contracted) with the ImageTrend Implementation Specialist to discuss Project status updates, project issues, including mitigation efforts, and upcoming activities
- Reviewing ImageTrend's monthly Project status reports
- Tracking overall Project status
- Tracking and resolving outstanding County issues and action items for Action Item Log
- Providing timely responses, no later than ten (10) Business Days, to issues raised by the ImageTrend Implementation Specialist
- Facilitating communication between County and Third-Party resources and ImageTrend's resources for System Infrastructure, Integrations and Data Conversion tasks
- Managing communications and coordinating project activities with outside agencies and Third-Party vendors directly under contract with the County
- Coordinating ImageTrend physical and system security access
- Providing workspace at the County's project site for ImageTrend's Project Team, if requested
- Requesting, discussing, and reviewing Change Order Request Forms prepared by ImageTrend Implementation Specialist
- Coordinating approval and execution of Change Orders and Amendments as needed

ROLES AND RESPONSIBILITIES DURING THE PROJECT

This section describes the roles and responsibilities of key Project resources throughout the duration of the Project.

AGREEMENT

IMAGETREND RESPONSIBILITIES

ImageTrend's overall responsibility is to establish a designated Project Team for the duration of this project. The Project Team should have the expertise to carry out the assigned Project tasks and responsibilities. As the ImageTrend Project Team members will not be 100% dedicated to this project, ImageTrend is also responsible for ensuring that the team members have ample time and resources to fulfill their responsibilities according to the Project Implementation Schedule.

IMAGETREND PROJECT TEAM

At a minimum, the ImageTrend Project Team will consist of an Implementation Specialist and Educators.

The ImageTrend Implementation Specialist is responsible for delivering the implementation workshops to the County Project Team and assisting the County in configuring the Application Software. The ImageTrend Implementation Specialist will be available to the County on a daily (normal workday) basis (not just at designated points in time). The ImageTrend Implementation Specialist will be available to the County Project Manager via email, phone and online meetings and onsite during key project activities (as agreed to by both parties via the Contract, Change Order or Amendment).

The ImageTrend Project Team is responsible for delivering the technical aspects of the project, assisting in the implementation workshops, and providing technical support to the project.

COUNTY RESPONSIBILITIES

The County's overall responsibility is to establish a designated Project Team for the duration of this project. The Project Team members should have the expertise to carry out the assigned Project tasks and responsibilities as indicated in this Statement of Work. The County must ensure County personnel have ample time, resources, and expertise to carry out their assigned Project tasks and responsibilities.

The County is responsible for providing desktop computers and mobile workstations for the County to use during the implementation phase. Additionally, the County must provide ImageTrend with site-to-site VPN access if secure access to County resources is required.

The County is also responsible for providing access to information and the staff required for data conversion as specified in this Statement of Work.

COUNTY PROJECT TEAM

The County will provide a Project Team consisting of, but not limited to, the following roles, which may change based on project need:

- Project Sponsor:
- DoIT Manager:
- Fire IT Manager:
- Project Manager:

AGREEMENT

- Technical Lead:
- System Administrator:
- Application Administrator:
- GIS Specialist:
- Operational Lead-
 - Prevention:
 - Connectors:
 - Social Services:
 - Training
 - Operations
 - Shifts:
 - Battalions:
 - Captains, Engineers, Firefighters:
 - Safety:
 - Transportation:
- Planning and Research:
 - Data Warehouse
- Wellness/Personnel:
- Data Analyst:

PROJECT IMPLEMENTATION SCHEDULE

The Project Implementation Schedule will be updated and tailored to suit the County's needs as necessary over the course of the Project. All changes to the schedule will be mutually agreed upon and, if required, documented via the mutually agreed upon Change Order Process.

CHANGE ORDERS

In accordance with the Change Order Process should a change to the Project Implementation Schedule be deemed necessary, the County and ImageTrend Implementation Specialist will discuss and review the Project Implementation Schedule. The County and ImageTrend will verify the availability of resources to complete scheduled tasks and adjust the schedule to accommodate any known variations in availability. The ImageTrend Implementation Specialist will update the Project Implementation Schedule.

Changes to project scope, schedule, or cost will be discussed by County and ImageTrend Implementation Specialists. If both parties agree that a change is necessary, the Change Request will be documented, listing a specific change to scope, schedule, or cost. The Change Request should justify the necessary change and list impacts to the project scope and/or schedule and any associated costs to implement the change, if any. Changes that can be made without additional costs still need to be documented and approved to limit unapproved changes to the project scope.

Approved Change Requests will be signed by both County and ImageTrend Implementation Specialists and/or Project Sponsor.

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| AGREEMENT |
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TASK COMPLETION

When all criteria have been met for each task in this Statement of Work, the ImageTrend Implementation Specialist will be responsible for providing written notification (via email) to the County Project Manager, specifying the task, and confirming the criteria that were met. Upon the County's review and approval of the completed task, the County will notify the ImageTrend Implementation Specialist of the approval and will retain a copy of the confirmation for the purposes of milestone payments that are dependent on certain tasks.

AGREEMENT

STATEMENT OF WORK TASKS

This section describes the Project's major implementation tasks, identifies County and ImageTrend responsibilities, prerequisites, ImageTrend deliverables, and completion criteria for each task.

The precursors, start dates and durations, and responsible resources for each task are tracked in the Project Implementation Schedule. Statement of Work tasks outlined below and the tasks in the Project Implementation Schedule may not always start and complete sequentially.

PHASE 1 -- PLANNING

SUB-PHASE A – FINALIZE PROJECT IMPLEMENTATION SCHEDULE

In this task the parties will finalize the Project Implementation Schedule. The Project Implementation Schedule will be presented to the County for approval.

IMAGETREND RESPONSIBILITIES

- Identify and verify ImageTrend resources are available.
- Meet with the County Project Manager to discuss the Project Implementation Schedule.
- Update the Project Implementation Schedule within ten (10) days of meeting with the County Project Manager.

COUNTY RESPONSIBILITIES

- Provide input to the Project Implementation Schedule.
- Identify and verify County resources are available.

PREREQUISITES

- Contract Execution.

IMAGETREND DELIVERABLES

- Final Project Implementation Schedule.

TASK COMPLETION CRITERIA

- The final version of the Project Implementation Schedule is approved by the County.

AGREEMENT

SUB-PHASE B -- INITIATE PROJECT

The Project will officially start upon the Effective Date of the Contract.

In this task, the County and ImageTrend Implementation Specialists will hold a series of meetings to initiate the project. The Implementation Specialist and the Project Manager will establish the Project Action Item Log and confirm a Communication Plan.

IMAGETREND RESPONSIBILITIES

- Schedule meetings to initiate the project with the County Project Manager.
- Collaborate with the County's Project Manager to design the format of the Project Action Item Log.
- Collaborate with the County's Project Manager to establish and confirm the Communication Plan.
- Identify to the County the recommended import workbooks that can be initially loaded with local values (for the purposes of the implementation Workshops), such as but not limited to: user accounts, agency vehicles and additional resources.

COUNTY RESPONSIBILITIES

- Host the meeting to initiate the project with the ImageTrend Implementation Specialist.
- Collaborate with the ImageTrend Implementation Specialist to design the format of the Project's Action Item Log.
- Collaborate with the ImageTrend Implementation Specialist to establish and confirm the Communication Plan.
- Assign resources to provide information to load the import workbooks.
- Provide ImageTrend with completed workbook with local values.

PREREQUISITES

- Contract Execution.

IMAGETREND DELIVERABLES

- Project Action Item Log format and initial content.

TASK COMPLETION CRITERIA

- The required discussions have been held.
- The County has approved the format and content of the initial Action Item Log.
- The County and ImageTrend have confirmed the Communication Plan.

AGREEMENT

SUB-PHASE C -- HOLD PROJECT KICKOFF MEETING

County and ImageTrend Implementation Specialist will collaborate to develop the agenda and materials for a Project Kick-off meeting to introduce the project to County Project Team and key stakeholders. This meeting will include a high-level presentation covering the following topics:

- County Project Team introduction
- Overall project scope
- Key contract elements
- County Project Team requirements, roles, and assignments
- ImageTrend Project Team introduction
- ImageTrend roles and assignments
- Project Implementation Schedule
- System implementation approach options
- Other key project details (e.g., risks, communication plan, change management)

IMAGETREND RESPONSIBILITIES

- Work with the County to develop the Kickoff Presentation.
- Participate in the Project Kickoff Meeting.

COUNTY RESPONSIBILITIES

- Provide location and logistical support for Project Kickoff meeting.
- Invite Project Team and other key stakeholders to attend the meeting.
- Participate in the Project Kickoff presentation.

PREREQUISITES

- Contract executed.

TASK COMPLETION CRITERIA

- Project Kickoff Meeting concluded.

AGREEMENT

SUB-PHASE D -- ESTABLISH COMMUNICATION TO IMAGETREND CLOUD SERVICES

Connection to ImageTrend is made via basic internet connectivity and does not require special communication or configuration.

AGREEMENT

SUB-PHASE E – ELITE SYSTEM SETUP AND CONFIGURATION

ImageTrend will setup and configure an environment for the County within the ImageTrend Virtual Private Cloud in accordance with the agreed Project Schedule. The resulting deliverable will provide a platform for the County’s Onboarding team to access the System from County computing platforms.

Once the environment is setup, ImageTrend will provide the County with the URL for the County users to access the Elite site. As part of this task, which is necessary to conduct the Implementation Workshops, ImageTrend will provide the Elite site to the County.

IMAGETREND RESPONSIBILITIES

- Install an environment on the hosted service for the Elite application.
- Load initial values into the Elite site using data provided by the County.
- Provide the client log in instructions.
- Configure Elite for User use including purchased NFPA Code Sets.
- Configure system monitoring and alerts.

COUNTY RESPONSIBILITIES

- Assist ImageTrend in configuring the Elite environment.
- Work with ImageTrend to finalize the setup of the Elite environment (test and confirm that the County Users can access the System)
- Work with ImageTrend to finalize the setup of the workstations (test and confirm that the workstations can access the System)

PREREQUISITES

- Contract executed.
- Project Kickoff Meeting held

TASK COMPLETION CRITERIA

- The Elite system is configured and fully operational on the environment.
- County confirmation that the initial set of import workbooks are correctly loaded into the Elite tables.
- The web access to the System is verified to be operational from the County workstations required to support the System’s Onboarding activities.

AGREEMENT

SUB-PHASE F – LICENSE MANAGEMENT SYSTEM SETUP AND CONFIGURATION

ImageTrend will setup and configure an environment for the County within the ImageTrend Virtual Private Cloud in accordance with the agreed Project Schedule. The resulting deliverable will provide a platform for the County’s Onboarding team to access the System from County computing platforms.

Once the environment is setup, ImageTrend will provide the County with the URL for the County users to access the LMS site. As part of this task, which is necessary to conduct the Implementation Workshops, ImageTrend will provide the LMS site to the County.

IMAGETREND RESPONSIBILITIES

- Build License Management site and complete initial industry specific setup.
- Facilitate site setup.
- Load legacy data into the site using data provided by the County.
- Provide the initial system administrator log in instructions.
- Provide client with education materials on using and managing their License Management site.
- Conduct implementation education sessions, prior to go-live.
- Complete setup of Payment Gateway integration.

COUNTY RESPONSIBILITIES

- Assign administrative point of contact.
- Provide ImageTrend with legacy data in an approved format.
- With ImageTrend’s assistance configure the LMS environment including license workflow buildout.
- Administer and manage License Management site, including license workflows, end-user access and training.
- Provide required details for purchased integrations.
- Work with ImageTrend to finalize the setup of the environment (test and confirm that the County Users can access the System)

PREREQUISITES

- Contract executed.

TASK COMPLETION CRITERIA

- The LMS System is configured and fully operational.
- County confirmation that the import workbooks are correctly loaded into the LMS tables.
- The web access to the System is verified to be operational by the County administrative staff.

AGREEMENT

SUB-PHASE G – PATIENT REGISTRY SYSTEM SETUP AND CONFIGURATION

ImageTrend will setup and configure an environment for the County within the ImageTrend Virtual Private Cloud in accordance with the agreed Project Schedule. The resulting deliverable will provide a platform for the County’s Onboarding team to access the System from County computing platforms.

Once the environment is setup, ImageTrend will provide the County with the URL for the County users to access the Patient Registry site. As part of this task, which is necessary to conduct the Implementation Workshops, ImageTrend will provide the Patient Registry site to the County.

IMAGETREND RESPONSIBILITIES

- Build Patient Registry site and complete initial setup.
- Load legacy data into the site using data provided by the County.
- Provide the initial system administrator log in instructions.
- Provide client with education materials on using and managing their Patient Registry application.
- Assist the County in the configuration of the Patient Registry application for User use including purchased AIS15 Code Sets.

COUNTY RESPONSIBILITIES

- Assign administrative point of contact.
- Provide ImageTrend with legacy data in an approved format.
- With ImageTrend’s assistance configure the Patient Registry environment.
- Provide required details for purchased integrations.
- Work with the ImageTrend to finalize the setup of the environment (test and confirm that the County Users can access the System)

PREREQUISITES

- Contract executed.

TASK COMPLETION CRITERIA

- The Patient Registry System is configured and fully operational.
- County confirmation that the import workbooks are correctly loaded into the Patient Registry tables.

AGREEMENT

PHASE 2 – ELITE INITIAL IMPLEMENTATION

The purpose of the Elite Initial Implementation is to build and configure the following integrations and modules within the Elite System:

- ✓ CAD Integration
- ✓ NFIRS Integration
- ✓ NEMESIS Integration
- ✓ Checklist Module
- ✓ Inventory Module
- ✓ Training & Activities Module
- ✓ Investigations Module
- ✓ Health Information Hub – Elite
- ✓ Hospital Hub
- ✓ Elite Site to Site Transfers

These tasks and deliverables include both technical tasks and software familiarity tasks. Technical tasks involve activities such as the setup of Elite, the development of the interfaces, and the testing of data conversion runs; whereas, software familiarity tasks involve several activities that take place during Onsite Training Workshops.

Onsite Training Workshops provide the County’s Project Team with an overall understanding of the Elite solution and interfaces, including all of the possible configuration options. A total of eleven (11) Onsite Training Workshops will be delivered by ImageTrend to the County’s Project Team, with additional onsite training opportunities available through the Change Order process.

The topics covered in each Workshop week are prepared by ImageTrend (designed to provide a gradual learning experience), where each day will incorporate a combination of product demonstrations, system configuration explanations, business practice analysis, business workflow process discussions, and hands-on exercises. In addition to product familiarization, the Workshops also focus on discussing current-versus-future workflow processes, and the impacts the future process will have on the affected end-users.

SUB-PHASE A -- CONDUCT ONSITE TRAINING IMPLEMENTATION WORKSHOPS

The purpose of the Onsite Training Implementation Workshops will be to provide training to County Project Team members during the implementation process. The ImageTrend educator will work with your agency administrators to develop a training plan that meets the needs of your agency.

The high-level introduction involves an overview of the functionality, features, and configuration options, as well as, a discussion of potential re-engineering points. These activities include demonstrations of the products, hands-on exercises and group discussions.

ImageTrend will provide specific action items and exercises for the County’s Project Team to complete before each Onsite Training Workshop.

AGREEMENT

IMAGETREND RESPONSIBILITIES

- Coordinate and schedule Onsite Training Workshops with the County's Project Managers.
- Provide the facility requirements for Onsite Training Workshops to the County's Project Managers at least five (5) Business Days prior to the scheduled workshop.
- Provide an agenda with objectives and business processes to review no less than two (2) Business Days prior to the scheduled workshop.
- Conduct in-depth demonstrations of the Application Software, identifying functionality and features supported, re-engineering points and configuration options.
- Provide hands-on exercises for the Project Team members to get familiar with the Systems.
- Assist the County's Project Team in reviewing the County's existing business processes and data as compared with System data flow and table options.
- Discuss workflow analyses to assess any required business re-engineering impacts.
- Document any issues discussed during the Onsite Training Workshop that need to be resolved.

COUNTY RESPONSIBILITIES

- Coordinate the location and scheduling of the Onsite Training Workshops with the ImageTrend Implementation Specialist.
- Provide a workshop facility that meets ImageTrend's requirements.
- Identify and schedule the Onsite Training Workshops attendees.
- Ensure that designated Onsite Training Workshops participants fully participate in the scheduled workshop.
- Prepare and lead reviews and discussions of the County's existing business processes identified in the workshop agenda.

PREREQUISITES

- Environment has been set up and ready for implementation.

IMAGETREND DELIVERABLES

- Delivery of Onsite Training Workshop.

TASK COMPLETION CRITERIA

- Onsite Training Workshop completed.
- Workshop participants have received sufficient training to navigate and begin the Elite System Configuration.
- Any required County business process re-engineering points covered during the workshop have been identified and documented.
- All identified issues have been documented in the Action Items Log.

AGREEMENT

SUB-PHASE B -- DATA CONVERSION TO ELITE

ImageTrend and the County shall meet or participate in conference calls to review Data Conversion legacy data workbooks, responsibilities, activities and expected results and import the data into the County's Elite environment using standardized scripts.

IMAGETREND RESPONSIBILITIES

- Provide necessary standard legacy data workbooks to the County's Implementation team.
- Identify and discuss prerequisites in Data Configuration activities.
- Run the initial Data Conversion imports utilizing standardized scripts.
- Assist and guide the County throughout the Data Conversion process.
- Run the final Data Conversion imports prior to Go Live.

COUNTY RESPONSIBILITIES

- Complete the tasks contained in the standard legacy data workbooks for Elite for which the County is responsible.
- Perform quality assurance of imported data.

PREREQUISITES

- Configured Elite environment.

IMAGETREND DELIVERABLES

- Provide County with standard legacy data workbooks for Elite
- Import standard legacy data utilizing standardized scripts into Elite

TASK COMPLETION CRITERIA

- The Elite standard legacy data workbooks are completed as required to import the legacy data into the Elite System.
- County Data Conversion Team has completed the iterative process of testing the import and verifying the data in Elite.

AGREEMENT

SUB-PHASE C – CAD INTEGRATION

The CAD integration with Central Square will be configured and tested. ImageTrend deploys CAD integrations using the following three methods:

- ✓ Files based import: County's CAD vendor will provide County with its CAD files (csv/txt/XML/JSON). County will then be required to set up a server to host those CAD files. ImageTrend's CAD windows service will need to be installed on that same server or a different server within the same network so those files can be brought over into ImageTrend.
- ✓ Database Query: ImageTrend will be dependent on County's IT team or the CAD vendor to provide ImageTrend with a working database query in order to integrate via this method. County will also be required to set up a server to host our CAD windows service so ImageTrend can connect to County's CAD database and query it to pull records into ImageTrend's system.
- ✓ Direct Web Service: ImageTrend will provide a public web service URL along with the credentials to go with it. County's CAD vendor will use that information and post County's CAD data directly to ImageTrend.

The CAD integration is a standard commercial off the shelf offering. Only fields listed in the CAD integration workbook are available for population through the integration. Any agreed upon changes are documented and if any of the changes impact the timing or cost of the Project, a Change Order or Amendment, depending on which is appropriate, must be executed prior to continuing with the CAD integration development effort.

IMAGETREND RESPONSIBILITIES

- Collaboratively, with the client and client's CAD Vendor, configure the CAD integration.
- Assist you with mapping your CAD data to ImageTrend EMS and Fire dataset.
- Provide technical assistance with the windows service installation and answer any questions.
- Schedule CAD integration tests at least ten business days prior to the scheduled testing.
- Perform initial testing on the CAD integration and provide the client with verification of functionality.

COUNTY RESPONSIBILITIES

- Collaborate with ImageTrend and the CAD vendor to participate in the configuration of the CAD integration.
- Provide the most updated documentation available from the CAD vendor as required by ImageTrend to configure the CAD integration.
- Provide all liaison support with the CAD vendor as required to support the configuration and testing of the integration.
- Coordinate with ImageTrend and the CAD vendor to schedule integration tests.
- Verify the functionality of the integration.

PREREQUISITES

- Set up of the ImageTrend Elite environment.

AGREEMENT

IMAGETREND DELIVERABLES

- Setup a working CAD integration to facilitate an EMS and Fire data transfer for a limited dataset between County's CAD vendor and ImageTrend.
- Training as appropriate for each interface.

TASK COMPLETION CRITERIA

- The CAD integration passes testing to verify that it is operating appropriately.

AGREEMENT

SUB-PHASE D – NFIRS INTEGRATION

The NFIRS integration will be configured and tested.

The NFIRS integration is standard, built-in functionality within the Elite software. Any agreed upon changes are documented and if any of the changes impact the timing or cost of the Project, a Change Order or Amendment, depending on which is appropriate, must be executed prior to continuing with the NFIRS integration development effort.

IMAGETREND RESPONSIBILITIES

- Turn on Fire Module.
- Provide training on permissions needed to complete an export of fire incidents into a NFIRS export.
- Provide training on how to successfully complete an export of fire incidents into a NFIRS export.
- Maintain NFIRS validation rules.
- Maintain fire incident export tool.

COUNTY RESPONSIBILITIES

- Build Fire Form
- Configure permissions needed.
- Complete the export of fire incidents into a NFIRS export as needed.
- Verify the functionality of the integration.

PREREQUISITES

- Set up of the ImageTrend Elite environment.
- Configured Fire form.
- Permissions configured.

IMAGETREND DELIVERABLES

- Setup and maintain the ability to export fire incidents into a NFIRS export.

TASK COMPLETION CRITERIA

- Fire form setup complete.
- NFIRS export tested.

AGREEMENT

SUB-PHASE E – NEMSIS INTEGRATION

The NEMSIS integration will be configured and tested.

The NEMSIS integration is standard, built-in functionality within the Elite software. Any agreed upon changes are documented and if any of the changes impact the timing or cost of the Project, a Change Order or Amendment, depending on which is appropriate, must be executed prior to continuing with the NEMSIS integration development effort.

IMAGETREND RESPONSIBILITIES

- Collaboratively, with County to configure the NEMSIS integration.
- Schedule NEMSIS integration tests at least ten business days prior to the scheduled testing.
- Perform initial testing on the NEMSIS integration and provide County with verification of functionality.

COUNTY RESPONSIBILITIES

- Collaborate with ImageTrend and NEMSIS to participate in the configuration of the NEMSIS integration.
- Coordinate with ImageTrend and NEMSIS to schedule integration tests.
- Verify the functionality of the integration.

PREREQUISITES

- Set up of the ImageTrend Elite environment.

IMAGETREND DELIVERABLES

- Setup the NEMSIS integration.
- Training as appropriate for said integration.

TASK COMPLETION CRITERIA

- The NEMSIS integration passes testing to verify that it is operating appropriately.

AGREEMENT

SUB-PHASE F – CHECKLIST MODULE

The Checklist Module will be configured and tested.

The Checklist Module is standard, built-in functionality within the Elite software. Any agreed upon changes are documented and if any of the changes impact the timing or cost of the Project, a Change Order or Amendment, depending on which is appropriate, must be executed prior to continuing with the Checklist Module development effort.

IMAGETREND RESPONSIBILITIES

- Provide County access to Checklist Module through their Elite site.
- Provide education resources on the Checklist Module.
- Document any issues discussed during the configuration and training that need to be resolved.

COUNTY RESPONSIBILITIES

- Configure Checklist Module.
- Verify the functionality of the Checklist Module.

PREREQUISITES

- Set up of the ImageTrend Elite environment.

IMAGETREND DELIVERABLES

- Ensure the Checklist Module is operating appropriately within the County Elite site.
- Training as appropriate for said module.

TASK COMPLETION CRITERIA

- The Checklist Module passes testing to verify that it is operating appropriately.

AGREEMENT

SUB-PHASE G – INVENTORY MODULE

The Inventory Module will be configured and tested.

The Inventory Module is standard, built-in functionality within the Elite software. Any agreed upon changes are documented and if any of the changes impact the timing or cost of the Project, a Change Order or Amendment, depending on which is appropriate, must be executed prior to continuing with the Inventory Module development effort.

IMAGETREND RESPONSIBILITIES

- Provide County access to Inventory Module through their Elite site.
- Provide education resources on the Inventory Module
- Document any issues discussed during the configuration and training that need to be resolved.

COUNTY RESPONSIBILITIES

- Configure Inventory Module
- Verify the functionality of the Inventory Module

PREREQUISITES

- Set up of the ImageTrend Elite environment.

IMAGETREND DELIVERABLES

- Ensure the Inventory Module is operating appropriately within the County Elite site.
- Training as appropriate for said Module.

TASK COMPLETION CRITERIA

- The Inventory Module passes testing to verify that it is operating appropriately.

AGREEMENT

SUB-PHASE H – TRAINING & ACTIVITIES MODULE

The Training & Activities Module will be configured and tested.

The Training & Activities Module is standard, built-in functionality within the Elite software. Any agreed upon changes are documented and if any of the changes impact the timing or cost of the Project, a Change Order or Amendment, depending on which is appropriate, must be executed prior to continuing with the Training & Activities Module development effort.

IMAGETREND RESPONSIBILITIES

- Provide County access to Training & Activities Module through their Elite site.
- Provide education materials on the Training & Activities Module.
- Document any issues discussed during the configuration and training that need to be resolved.

COUNTY RESPONSIBILITIES

- Configure Training & Activities Module.
- Verify the functionality of the Training & Activities Module.

PREREQUISITES

- Set up of the ImageTrend Elite environment.

IMAGETREND DELIVERABLES

- Ensure the Training & Activities Module is operating appropriately within the County Elite site.
- Training as appropriate for each interface.

TASK COMPLETION CRITERIA

- The Training & Activities Module passes testing to verify that it is operating appropriately.

AGREEMENT

SUB-PHASE I – INVESTIGATIONS MODULE

The Investigations Module will be configured and tested.

The Investigations Module is standard, built-in functionality within the Elite software. Any agreed upon changes are documented and if any of the changes impact the timing or cost of the Project, a Change Order or Amendment, depending on which is appropriate, must be executed prior to continuing with the Investigations Module development effort.

IMAGETREND RESPONSIBILITIES

- Provide County access to Investigations Module through their Elite site.
- Provide education materials on the Investigation Module.
- Document any issues discussed during the configuration and training that need to be resolved.

COUNTY RESPONSIBILITIES

- Configure Investigations Module.
- Verify the functionality of the Investigations Module.

PREREQUISITES

- Set up of the ImageTrend Elite environment.

IMAGETREND DELIVERABLES

- Ensure the Investigations Module is operating appropriately within the County Elite site.
- Training as appropriate for said module.

TASK COMPLETION CRITERIA

- The Investigations passes testing to verify that it is operating appropriately.

AGREEMENT

SUB-PHASE J – HEALTH INFORMATION HUB - ELITE

The purpose of this Sub-Phase is to commit ImageTrend to working with Client to facilitate the data sharing of pre-hospital data with hospitals using ImageTrend’s Health Information Hub (HIH) connection to Client’s Elite EMS electronic patient care reporting system and the following Hospitals or Health Network, hereinafter HEALTH NETWORK:

| Name | Single Hospital, or System? |
|----------------|-----------------------------|
| Advent Health | Health Network |
| John Hopkins | |
| Orlando Health | |
| HCA | |
| Baycare | |
| Tampa General | |
| VA | |

| Name | EMS Service |
|----------------------------------|-------------|
| Pinellas County Sheriff's Office | EMS Service |

Any and all scope for work and/or deliverables not specifically included herein is out of scope for this Statement of Work (SOW). ImageTrend’s SOW process gathers all of the details before moving forward through further discovery, project scope and an additional cost outlined in a mutually agreed upon SOW and ImageTrend’s then current hourly rate.

The purchase of ImageTrend’s HIH as an Integration as a Service (‘IaaS’). Integration as a Service (‘IaaS’) means a single integrated software and services package which includes 1) initial set-up of the integration, 2) configuration of the integration as necessary to meet the Scope of Work, 3) ongoing licensing to the integration for the term of the contract, 4) providing ongoing maintenance, support, and 4) monitoring of the connection.

IMAGETREND RESPONSIBILITIES

- Initial set-up of the integration.
- Configuration of the integration as necessary to meet the Scope of Work.
- Provide ongoing maintenance, support, monitoring of the connection

AGREEMENT

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COUNTY RESPONSIBILITIES

- Purchase ImageTrend’s HIH to transfer and transform pre-hospital data into a hospital format that HEALTH NETWORK can receive and transmit to hospitals.
- Work with ImageTrend to define the standard triggers needed to identify pre-hospital records to be exported out of the Elite EMS system to the HIH.
- Help test the exchange of data through test patients and pilot EMS agencies.
- Pay such fees as mutually agreed upon in appropriate proposals, statements of work, or purchase orders as necessary to enable the parties to successfully complete the project.
- Be solely responsible for establishing all relationships, legal documents, participation agreements, or otherwise facilitating compliance as is necessary to legally allow EMS Service to interchange data with HEALTH NETWORK. For clarity, ImageTrend’s role is limited to what is outlined in the section above, and is generally limited to setting up and maintaining the HIH integration.

HEALTH NETWORK RESPONSIBILITIES ASSUMPTIONS

- Take such steps as are reasonably necessary to enable ImageTrend to successfully complete the project as outlined in a. above insofar as it concerns interfaces, personnel, software, data, or other materials within HEALTH NETWORK’s control, such steps including (but not limited to):
 - Configuring and setting up HEALTH NETWORK software to receive a HL7 messages containing the pre-hospital data and to parse such data as necessary; and
 - Work with ImageTrend and Client to find and correct defects, including when it is not immediately clear which party controls the software causing the defects.
- Take such steps as are reasonably necessary to support the completed project after each and all phases have gone into live production use
- Complete HEALTH NETWORK’s tasks in a timely fashion as reasonably necessary to deploy a fully functional integrated data exchange by the “go-live” date as the parties may mutually agree upon

PREREQUISITES

- Set up of the ImageTrend Elite environment.
- Confirmed list of participating hospitals.
- Necessary contracts completed between the County and participating hospitals.

IMAGETREND DELIVERABLES

- Configure Client Elite EPCR for one connection end point for export
- Setup and install HIH for Client.
- Setup a standard HIH data connection to HEALTH NETWORK, as outlined below
- Setup a standard HIH file format to send to HEALTH NETWORK, as outlined below
- Set up triggers in Client Elite EPCR for exporting data.

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AGREEMENT

- Configure the connections in accordance with the HIH Integration Guide, hereby incorporated as an Exhibit below. The technical standards used below represent a selection in technical approach selected from the many technical approaches available under the HIH Integration Guide. The parties may mutually agree to change technical approaches if necessary, however, such changes must be incorporated in a written amendment or Change Order to this Statement of Work or the underlying contract agreement. Client is advised that certain technical approaches may require additional work, or re-work, and ImageTrend at it's option may withhold agreement if no new funding is committed to the increased workload due to a change as contemplated by this section.
- Technical Standards Used:
 - Connection
 - 7 VPNs
 - File Format send from Elite EMS to HEALTH NETWORK
 - ADT/MDM
 - File Format Inbound from HEALTH NETWORK
 - ADT
- Provide project management necessary for project completion, including
 - Communication between Client and HEALTH NETWORK
 - Project Status updates
 - Bi-weekly status updates between Client, HEALTH NETWORK and ImageTrend stakeholders
 - Provide hosting for the ImageTrend integration
 - Provide application support for the ImageTrend integration

TASK COMPLETION CRITERIA

- The HIH integration is configured and fully operational.

AGREEMENT

SUB-PHASE K – HOSPITAL HUB

Hospital Hub integration allows you a hospital-centric window into EMS incidents of patients that were delivered. Users can view and print ePCR's, send outcome data, view related incidents and download any attachments of a patient that is available. Hospital Hub can connect to multiple Elite systems allowing a hospital to only need one place to be able to go even when multiple agencies are delivering to them

IMAGETREND RESPONSIBILITIES

- Configure Hospital Hub integration with Elite site.
- Provide education materials on Hospital Hub.
- Document any issues discussed during the configuration and training that need to be resolved.

COUNTY RESPONSIBILITIES

- Provide lists of hospitals needing to be connected to the Hospital Hub.
- Notify hospitals that ePCRs will be flowing through the Hospital Hub.
- Verify the functionality of Hospital Hub.

PREREQUISITES

- Set up of the ImageTrend Elite environment.

IMAGETREND DELIVERABLES

- Ensure the Hospital Hub integration is configured.

TASK COMPLETION CRITERIA

- The Hospital Hub integration is configured and fully operational.

AGREEMENT

SUB-PHASE L – ELITE SITE TO SITE TRANSFERS

Elite Site to Site Transfers allows your agency to transfer EMS incidents in the field from your agency to other agencies using an Elite site that exists outside of your Elite System. The setup is based on a per agency basis.

IMAGETREND RESPONSIBILITIES

- Configure Elite Site to Site Transfer
- Test Elite Site to Site Transfer
- Provide education on Elite Site to Site Transfer

COUNTY RESPONSIBILITIES

- Create Integration Account.
- Provide contact for additional agency participating.
- Verify the functionality of the Elite Site to Site Transfers.

PREREQUISITES

- Set up of the ImageTrend Elite environment.

IMAGETREND DELIVERABLES

- Ensure the Elite Site to Site Transfers are operating appropriately within the Elite site.
- Training as appropriate.

TASK COMPLETION CRITERIA

- The Elite Site to Site Transfers are configured and fully operational.

AGREEMENT

PHASE 3 – LICENSE MANAGEMENT SYSTEM INITIAL IMPLEMENTATION

The purpose of the Initial Implementation is to build and configure the LMS System.

These tasks and deliverables include both technical tasks and software familiarity tasks. Technical tasks involve activities such as the setup of LMS, and the testing of data conversion runs; whereas, software familiarity tasks involve several activities that take place during Webinar Training Workshops.

Webinar Implementation Workshops provide the County’s Project Team with an overall understanding of the LMS solution, including all of the possible configuration options. In addition to the Implementation Workshops ImageTrend provides Webinar Training Workshops which provide a deeper dive into the LMS solution. A total of four (4) Webinar Training Workshops will be delivered by ImageTrend to the County’s Project Team, with additional training opportunities available through the Change Order process.

The topics covered in each Webinar Implementation Workshop are prepared by ImageTrend (designed to provide a gradual learning experience), where each webinar will incorporate a combination of product demonstrations, system configuration explanations, business practice analysis, business workflow process discussions, and hands-on exercises. In addition to product familiarization, the Webinar Training Implementation Workshops also focus on discussing current-versus-future workflow processes, and the impacts the future process will have on the affected end-users.

SUB-PHASE A -- CONDUCT WEBINAR IMPLEMENTATION WORKSHOPS

The purpose of the Webinar Implementation Workshops will be to provide training to County Project Team members during the implementation process.

The in-depth workshops involve functionality, features, and configuration options, as well as, a discussion of potential re-engineering points. These activities include demonstrations of the products, hands-on exercises.

ImageTrend will provide specific action items and exercises for the County’s Project Team to complete before each Webinar Training Workshop.

IMAGETREND RESPONSIBILITIES

- Build License Management site and complete initial industry specific setup.
- Facilitate site setup.
- Load legacy data into the site using data provided by the County.
- Provide the initial system administrator log in instructions.
- Provide client with education materials on using and managing their License Management site.
- Conduct implementation education sessions, prior to go-live.Webian
- Complete setup of Payment Gateway integration.

CLIENT RESPONSIBILITIES

- Assign administrative point of contact.
- Provide ImageTrend with legacy data in an approved format.
- With ImageTrend’s assistance configure the LMS environment including license workflow buildout.
- Administer and manage License Management site, including license workflows, end-user access and training.
- Provide required details for purchased integrations.
- Work with ImageTrend to finalize the setup of the environment (test and confirm that the County Users can access the System)

AGREEMENT

PREREQUISITES

- Client has an executed contract for License Management.

IMAGETREND DELIVERABLES

- ImageTrend will provide the client with login credentials for initial License Management administrators.

TASK COMPLETION CRITERIA

- The LMS System is configured and fully operational.
- County confirmation that the import workbooks are correctly loaded into the LMS tables.
- The web access to the System is verified to be operational by the County administrative staff.

SUB-PHASE B -- CONDUCT WEBINAR TRAINING WORKSHOPS

The purpose of the Webinar Training Workshops will be to provide training to County Project Team members during or post the implementation process. The County contracted for four (4) Webinar Training Workshops as specified in the Project Implementation Schedule.

The high-level introduction involves an overview of the functionality, features, and configuration options, as well as, a discussion of potential re-engineering points. These activities include demonstrations of the products, hands-on exercises.

IMAGETREND RESPONSIBILITIES

- Provide agenda for webinar training workshop
- Conduct webinar training workshop
- Complete any follow up needed from the webinar training workshop

CLIENT RESPONSIBILITIES

- Administer and manage License Management site, including end-user access and training.
- Provide topic for the webinar training workshop

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| AGREEMENT |
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PREREQUISITES

- Client has LMS site
- Client has an executed contract for LMS.

IMAGETREND DELIVERABLES

- Provide education on topic provided by the client

TASK COMPLETION CRITERIA

- Webinar Post-Implementation Training Workshop completed.

AGREEMENT

SUB-PHASE C – DATA CONVERSION TO LICENSE MANAGEMENT SYSTEM

ImageTrend and the County shall meet or participate in conference calls to review Data Conversion standard legacy data workbooks, responsibilities, activities and expected results and import the data into the County's LMS environment using standardized scripts.

IMAGETREND RESPONSIBILITIES

- Provide necessary LMS standard legacy data workbooks to the County's Implementation team.
- Identify and discuss prerequisites in Data Configuration activities.
- Run the initial Data Conversion imports utilizing standardized scripts for LMS.
- Assist and guide the County throughout the Data Conversion process.
- Run the final Data Conversion imports prior to Go Live.

COUNTY RESPONSIBILITIES

- Complete the tasks contained in the standard legacy data workbooks for which the County is responsible.
- Perform quality assurance of imported data.

PREREQUISITES

- Configured environment.

IMAGETREND DELIVERABLES

- Provide County with LMS standard legacy data workbooks
- Import LMS standard legacy data utilizing standardized scripts

TASK COMPLETION CRITERIA

- The standard legacy data workbooks are completed as required to import the legacy data into the System.
- County Data Conversion Team has completed the iterative process of testing the import and verifying the data in LMS.

AGREEMENT

SUB-PHASE D – OFF-LINE INSPECTIONS

The Off-Line Inspections Module will be configured and tested.

The Off-Line Inspections Module is standard, built-in functionality within the LMS software. Any agreed upon changes are documented and if any of the changes impact the timing or cost of the Project, a Change Order or Amendment, depending on which is appropriate, must be executed prior to continuing with the Off-Line Inspections Module development effort.

IMAGETREND RESPONSIBILITIES

- Provide County access to Off-Line Inspections Module through their LMS site.
- Provide education materials on the Off-Line Inspection Module.
- Document any issues discussed during the configuration and training that need to be resolved.

COUNTY RESPONSIBILITIES

- Configure Off-Line Inspections Module.
- Verify the functionality of the Off-Line Inspections Module.

PREREQUISITES

- Set up of the ImageTrend LMS environment.

IMAGETREND DELIVERABLES

- Ensure the Off-Line Inspections Module is operating appropriately within the County LMS site.
- Training as appropriate for said module.

TASK COMPLETION CRITERIA

- The Off-Line Inspections Module passes testing to verify that it is operating appropriately.

AGREEMENT

PHASE 4 – PATIENT REGISTRY INITIAL IMPLEMENTATION

The purpose of the Initial Implementation is to build and configure the following modules within the Patient Registry System:

- ✓ Trauma Registry Category
- ✓ Stroke Registry Category
- ✓ Cardiac Registry Category
- ✓ AIS Codes, as purchased

These tasks and deliverables include both technical tasks and software familiarity tasks. Technical tasks involve activities such as the setup of Patient Registry, and the testing of data conversion runs; whereas, software familiarity tasks involve several activities that take place during Onsite Training Workshops.

Onsite Training Workshops provide the County's Project Team with an overall understanding of the Patient Registry solution, including all of the possible configuration options. ImageTrend has a Patient Registry educator that will work with your administrators to develop a training plan to best meet your agency's needs.

The topics covered in each Workshop week are prepared by ImageTrend (designed to provide a gradual learning experience), where each day will incorporate a combination of product demonstrations, system configuration explanations, business practice analysis, business workflow process discussions, and hands-on exercises. In addition to product familiarization, the Workshops also focus on discussing current-versus-future workflow processes, and the impacts the future process will have on the affected end-users.

SUB-PHASE A -- CONDUCT ONSITE TRAINING IMPLEMENTATION WORKSHOPS

The purpose of the Onsite Training Implementation Workshops will be to provide training to County Project Team members during the implementation process. The County contracted for nine (9) onsite workshops as specified in the Project Implementation Schedule.

The high-level introduction involves an overview of the functionality, features, and configuration options, as well as, a discussion of potential re-engineering points. These activities include demonstrations of the products, hands-on exercises and group discussions.

ImageTrend will provide specific action items and exercises for the County's Project Team to complete before each Onsite Training Workshop.

IMAGETREND RESPONSIBILITIES

- Coordinate and schedule Onsite Training Workshops with the County's Project Managers.
- Provide the facility requirements for Onsite Training Workshops to the County's Project Managers at least five (5) Business Days prior to the scheduled workshop.
- Provide an agenda with objectives and business processes to review no less than two (2) Business Days prior to the scheduled workshop.
- Conduct in-depth demonstrations of the Patient Registry Application Software, identifying functionality and features supported, re-engineering points and configuration options.
- Provide hands-on exercises for the Project Team members to get familiar with the Systems.
- Assist the County's Project Team in reviewing the County's existing business processes and data as compared with System data flow and table options.
- Discuss workflow analyses to assess any required business re-engineering impacts.
- Document any issues discussed during the Onsite Training Workshop that need to be resolved.

COUNTY RESPONSIBILITIES

- Coordinate the location and scheduling of the Onsite Training Workshops with the ImageTrend Implementation Specialist.

AGREEMENT

- Provide a workshop facility that meets ImageTrend's requirements.
- Identify and schedule the Onsite Training Workshops attendees.
- Ensure that designated Onsite Training Workshops participants fully participate in the scheduled workshop.
- Prepare and lead reviews and discussions of the County's existing business processes identified in the workshop agenda.

PREREQUISITES

- Environment has been set up and ready for implementation.

IMAGETREND DELIVERABLES

- Delivery of Onsite Training Workshop.

TASK COMPLETION CRITERIA

- Onsite Training Workshop completed.
- Workshop participants have received sufficient training to navigate and begin the Patient Registry System Configuration.
- Any required County business process re-engineering points covered during the workshop have been identified and documented.
- All identified issues have been documented in the Action Items Log.

AGREEMENT

SUB-PHASE B -- DATA CONVERSION TO PATIENT REGISTRY

ImageTrend and the County shall meet or participate in conference calls to review Data Conversion legacy data workbooks, responsibilities, activities and expected results and import the data into the County's environment using standardized scripts.

IMAGETREND RESPONSIBILITIES

- Provide necessary standard legacy data workbooks to the County's Implementation team.
- Identify and discuss prerequisites in Data Configuration activities.
- Run the initial Data Conversion imports utilizing standardized scripts.
- Assist and guide the County throughout the Data Conversion process.
- Run the final Data Conversion imports prior to Go Live.

COUNTY RESPONSIBILITIES

- Complete the tasks contained in the standard legacy data workbooks for which the County is responsible.
- Perform quality assurance of imported data.
- Complete the iterative process of testing the import and verifying the data is in Patient Registry

PREREQUISITES

- Configured environment.

IMAGETREND DELIVERABLES

- Provide County with standard legacy data workbooks
- Import standard legacy data utilizing standardized scripts

TASK COMPLETION CRITERIA

- The standard legacy data workbooks are completed as required to import the legacy data into the System.
- County Data Conversion Team has completed the iterative process of testing the import and verifying the data is in Patient Registry.

AGREEMENT

SUB-PHASE C – MOBILE FACILITY ALERTING

ImageTrend provides the ability to send an email to the patient's destination to alert them of the incoming patient through Mobile Facility Alerting. Facility alerting allows providers to alert the destination of their impending arrival before they complete patient documentation which means the destination has extra time to prepare.

IMAGETREND RESPONSIBILITIES

- Turn on Mobile Facility Alerting module.
- Provide education materials on how to setup Mobile Facility Alerting.
- Continue supporting client with Mobile Facility Alerting.

CLIENT RESPONSIBILITIES

- Configure facility email addresses.
- Add Send Alert button to the EMS form
- Configure the Alerts tab on the EMS form
- Administer and manage Mobile Facility Alerting, including end-user access and training.

PREREQUISITES

- Client has an executed contract for Elite.
- Client has an executed contract for Mobile Facility Alerting.

IMAGETREND DELIVERABLES

- Complete and successful setup of Mobile Facility Alerting.

TASK COMPLETION CRITERIA

- The Mobile Facility Alerting passes testing to verify that it is operating appropriately.

AGREEMENT

SUB-PHASE D – HEALTH INFORMATION HUB- PATIENT REGISTRY

The purpose of this Sub-Phase is to commit ImageTrend to working with Client to facilitate the data sharing of patient data from hospitals facilitated by ImageTrend’s HIH connection to Client’s ImageTrend Patient Registry Trauma system and the following Hospitals or Health Network, hereinafter HEALTH NETWORK:

| Name | Single Hospital, or System? |
|----------------|-----------------------------|
| Advent Health | Health Networks |
| John Hopkins | |
| Baycare | |
| Orlando Health | |
| HCA | |

| Name | Hospital Organization |
|----------------------------------|-----------------------|
| Pinellas County Patient Registry | County Trauma System |

Any and all scope for work and/or deliverables not specifically included herein is out of scope for this Statement of Work (SOW). ImageTrend’s SOW process gathers all of the details before moving forward through further discovery, project scope and an additional cost outlined in a mutually agreed upon SOW and ImageTrend’s then current hourly rate.

The purchase of ImageTrend’s HIH as an Integration as a Service (‘IaaS’). Integration as a Service (‘IaaS’) means a single integrated software and services package which includes 1) initial set-up of the software, 2) configuration of the software as necessary to meet the Scope of Work, 3) ongoing licensing to the software for the term of the contract, and 4) providing ongoing maintenance, support, monitoring of the connection.

IMAGETREND RESPONSIBILITIES

- Initial set-up of the software.
- Configuration of the software as necessary to meet the Scope of Work.
- Ongoing licensing to the software for the term of the contract.
- Provide ongoing maintenance, support, monitoring of the connection.

AGREEMENT

COUNTY RESPONSIBILITIES

- Purchase ImageTrend’s HIH to transfer and transform patient data from a hospital format that each HEALTH NETWORK can send and transmit to ImageTrend’s Patient Registry.
- Work with ImageTrend to define the standard triggers needed to identify trauma patient records to be exported out of the HEALTH NETWORK’s EHR.
- Help test the exchange of data through test patients.
- Pay such fees as mutually agreed upon in appropriate proposals, statements of work, or purchase orders as necessary to enable the parties to successfully complete the project.
- Be solely responsible for establishing all relationships, legal documents, participation agreements, or otherwise facilitating compliance as is necessary to legally allow interchange data with each HEALTH NETWORK. For clarity, ImageTrend’s role is limited to what is outlined in the section below, and is generally limited to setting up and providing a software and connectivity.
- Each HEALTH NETWORK is responsible for identifying patients that meet the State of Colorado trauma inclusion criteria, and only send those patients records that meet those.

HEALTH NETWORK RESPONSIBILITIES ASSUMPTIONS

- Take such steps as are reasonably necessary to enable ImageTrend to successfully complete the project as outlined in a. above insofar as it concerns interfaces, personnel, software, data, or other materials within HEALTH NETWORK’s control, such steps including (but not limited to):
 - Configuring and setting up HEALTH NETWORK EHR software to send HL7 messages containing the trauma patient data and to parse such data as necessary; and
 - Work with ImageTrend and Client to find and correct defects, including when it is not immediately clear which party controls the software causing the defects
- Take such steps as are reasonably necessary to support the completed project after each and all phases have gone into live production use
- Complete HEALTH NETWORK’s tasks in a timely fashion as reasonably necessary to deploy a fully functional integrated data exchange by the “go-live” date as the parties may mutually agree upon

PREREQUISITES

- Set up of the ImageTrend Patient Registry environment.

IMAGETREND DELIVERABLES

- Configure one connection end point for each HEALTH NETWORK to send data to.
- Configure a standard HL7 file format for each HEALTH NETWORK, as outlined below
- Configure the connections in accordance with the HIH Integration Guide, hereby incorporated as an Exhibit below. The technical standards used below represent a selection in technical approach selected from the many technical approaches available under the HIH Integration Guide. The parties may mutually agree to change technical approaches if necessary, however, such changes must be incorporated in a written amendment or Change Order to this Statement of Work or the underlying contract agreement. Client is advised that certain technical approaches may require additional work, or re-work, and ImageTrend at its option may withhold agreement if no new funding is committed to the increased workload due to a change as contemplated by this section.

AGREEMENT

- Technical Standards Used:
 - Connection
 - MLLP/VPN will be the connection method.
 - File Formats sent from the HEALTH NETWORK to Patient Registry
 - Supported HL7 file formats as outlined in ImageTrend’s Open Platform Guide. They include: HL7 v2 (ADT A01, A02, A03, A08, A11, A12, A13, and A34)
- Provide project management necessary for project completion, including
 - Communication between Client and each HEALTH NETWORK
 - Project Status updates
 - Bi-weekly status updates between Client, each HEALTH NETWORK and ImageTrend stakeholders
- Provide hosting for the ImageTrend software
- Provide application support for the ImageTrend software

TASK COMPLETION CRITERIA

- The HIH passes testing to verify that it is operating appropriately.

AGREEMENT

PHASE 5 – INITIAL TESTING

SUB-PHASE A -- INTEGRATION TESTING

The purpose of Integration Testing is to demonstrate and verify that the interfaces specified in Phase 2 – Elite Initial Implementation meet or exceed the functionality and performance, and that each integration is operational and ready for Functional Acceptance Testing.

The Acceptance Test Plan provides details regarding the strategy, schedule, dependencies, environment, problem tracking and remedies, and completion criteria.

IMAGETREND RESPONSIBILITIES

- Coordinate and schedule the Integration Testing efforts with the County's Project Team.
- Demonstrate each integration to the County's Project Team.
- With the assistance of the County's Project Team, test each integration to ensure that it meets or exceeds functionality and performance measurements.
- Document and track all defects reported by the County.
- Review and correct any discrepancies per the Acceptance Test Plan.
- Provide training to the County on integration configuration, administration and usage of each integration.

COUNTY RESPONSIBILITIES

- Coordinate and schedule the Integration Testing efforts with the ImageTrend Implementation Specialist.
- Identify and schedule Integration Testing with the relevant County participants.
- Reproduce and provide the integration design specifications from ImageTrend to the relevant County participants that will be involved in the Integration Testing.
- Ensure that the designated County participants attend and partake in the scheduled Integration Testing.
- Work with ImageTrend to test each integration.
- Retest any integration that did not meet specifications.

PREREQUISITES

- Installation of the Elite Environment
- Configure Integration

IMAGETREND DELIVERABLES

- Tracking document to track all issues reported.
- Corrections to errors or issues identified during Integration Testing.

AGREEMENT

TASK COMPLETION CRITERIA

- The County has verified that all integrations operate as required.
- The County's Project Team is sufficiently trained to be able to administer, manage, and fully use each integration.

AGREEMENT

SUB-PHASE B -- CONDUCT INITIAL FUNCTIONAL ACCEPTANCE TESTING

The purpose of Initial Functional Acceptance Testing is to verify that the System functionality implemented in the following phases, including the integrations meet the functional requirements described in the Contract:

- ✓ Phase 2 – Elite Initial Implementation
- ✓ Phase 3 – License Management System Initial Implementation
- ✓ Phase 4 – Patient Registry Initial Implementation

The Acceptance Test Plan provides details regarding the strategy, schedule, dependencies, server environment, problem tracking and remedies, and completion criteria.

IMAGETREND RESPONSIBILITIES

- Review the Initial Functional Acceptance Testing scripts created by the County.
- Provide support to the County as it conducts the Initial Functional Acceptance Testing.
- Research, resolve and report on any system defects reported by the County. Defects will be classified as High/Critical (Site Down), Medium and Low priority levels.
- For all defects classified as Medium and Low priority levels, collaborate with the County to mutually agreed remedy.

COUNTY RESPONSIBILITIES

- Develop the Initial Functional Acceptance Testing scripts.
- Generate any production data files needed for Initial Functional Acceptance Testing.
- Execute the Initial Functional Acceptance Testing plan and Initial Functional Acceptance Testing scripts.
- Report all defects to ImageTrend.
- Work with ImageTrend to identify the correction needed to ensure that the System conforms to the County's expectations.
- Notify ImageTrend in writing when Initial Functional Acceptance Testing is completed.

PREREQUISITES

- Planning Phase
- Integration Testing
- Data Conversion Test Runs (initial passes prior to final data conversion during cutover to Production Use)
- Setup the Environment

IMAGETREND DELIVERABLES

- Document and track all defects reported by the County.
- Review and correct any discrepancies per the Acceptance Test Plan.

AGREEMENT

TASK COMPLETION CRITERIA

- The System and integrations have been verified by the County to operate as specified in the Contract
- ImageTrend has remedied all defects classified High/Site Down, and ImageTrend and the County have mutually agreed upon the remedy for all defects classified as Medium and Low priority levels.

AGREEMENT

PHASE 6 – SECONDARY IMPLEMENTATION

The purpose of the Secondary Implementation is to build and configure the Report Writer reporting functionality, Data Mart functionality, Continuum functionality and Add-On Visual Informatics for Patient Registry within the System.

SUB-PHASE A – REPORT WRITER

Report Writer is a standard commercial off the shelf report functionality built into Elite, LMS and Patient Registry. The County Project Team will be trained on how to utilize Report Writer.

IMAGETREND RESPONSIBILITIES

- Coordinate and schedule the Report Writer Training workshop with the County's Project Manager.
- Conduct in-depth demonstrations of Report Writer and the Library, identifying functionality and features.
- Provide hands-on exercises for the County Project Team members to get familiar with Report Writer.
- Assist the County's Project Team in reviewing the County's existing reporting functionality as compared with Report Writer.
- Document any issues discussed during the training that need to be resolved.

COUNTY RESPONSIBILITIES

- Coordinate the location and scheduling of the training session with the ImageTrend Implementation Specialist.
- Identify and schedule the training attendees.
- Ensure that designated training participants fully participate in the scheduled workshop.
- Build out any required reports.

PREREQUISITES

- Completion of Phases 1, 2, 3 and 4.

IMAGETREND DELIVERABLES

- Delivery of Report Writer Training

TASK COMPLETION CRITERIA

- Report Writer Training completed.
- Report Writer Training participants have received sufficient training to navigate and utilize Report Writer
- All identified issues have been documented in the Action Items Log.

AGREEMENT

SUB-PHASE B – DATA MART

Data Mart is the solution that provides clients the ability to extend and expand their system and give them more control over their data. The Data Mart makes available a replicated copy of the Elite solution reporting database(s) into the client's own managed database environment. The Data Mart is ideal for clients who have technical staff, analysts and other staff looking to dive deeper into their data by using their own reporting, analysis and business intelligence tools. It will also serve as a powerful tool in connecting and combining Elite data with other internal data sources.

IMAGETREND RESPONSIBILITIES

- Coordinates kick off call with ImageTrend technical representative, client and client IT.
- Send client VPN Workbook.
- Configure VPN Tunnel.
- Complete an initial full load of data to the data mart.
- Configure continuous load ETL job.
- Coordinates call upon complete setup of the data mart with client and ImageTrend technical representative to cover Database Schema and any questions.
- Maintain Data Mart integration.

CLIENT RESPONSIBILITIES

- Collaborate with ImageTrend and your IT to participate in the configuration of the Data Mart Integration.
- Return the completed VPN workbook document from your IT as required by ImageTrend to configure the Data Mart Integration.
- Provide all liaison support with your IT as required to support the configuration and testing of the integration.
- Configuration of the Server and SQL database being used for the Data Mart.
- Coordinate with ImageTrend and your IT to schedule integration tests.
- Verify the functionality of the integration.

PREREQUISITES

- Set up Elite environment.

IMAGETREND DELIVERABLES

- Setup Data Mart Integration.

TASK COMPLETION CRITERIA

- The Data Mart is configured and tested to verify that it is operating appropriately.

AGREEMENT

SUB-PHASE C – CONTINUUM

The Continuum module within the system is an integrated solution designed to make monitoring Client's system easy. Continuum analyzes the data within the Client's system as it is added or updated to provide Client with notifications and easy-to-view charts, tabular reports, and maps based on the data you need without requiring Client to build reports or manually check its system. The base Continuum offering includes the following primary components:

- **Monitors** - Continuum Monitors are predefined analytics, built by ImageTrend using industry-wide best practices and metrics. Groups of similar Monitors are organized in Continuum Domains. Within each Monitor, you can drill down and expand for more detail. The end result is easily accessible information that can help you turn your data into wisdom. Make more informed decisions, impact operations and improve patient care with Continuum.

- **Data Sets** -- Following is a list of the available data sets that are currently available in Continuum to create new monitors based upon the information that you collect with your Elite system.
 - Community Health Patients
 - Community Health Visits
 - Elite Agency Location
 - Elite EMS
 - Elite Facility
 - Elite Fire
 - Elite Personnel
 - EMS CAD
 - Fire Content Package
 - Inspections
 - Locations
 - Occupants

- **Domains** -- In Continuum, a Domain is the term used to refer to dashboards and monitors related to different overarching subjects (e.g., Public Health Incidents). The following two domains are available by default as part of what is included with the base Continuum offering. These domains include the charts, maps, and tabular reports that you need for presentations to your system stakeholders.

- **EMS Board Report**
The Continuum EMS Board Report domain includes dashboard content and monitors that pertain to the following types of information that is useful for presentations to your EMS Board and other stakeholders. Topics included in this domain include: Overall System Statistics, 911 Responses, Inter-facility Transfers, and Mutual Aid.

The EMS Board Report domain is included as part of the base Continuum offering.

- **Fire Board Report**
The Continuum Fire Board Report domain includes dashboard content and monitors that pertain to various types of information that is useful for presentations to your Fire Board of Directors and other stakeholders. Information included in this domain include: Overall System Statistics, 911 Responses, Incident Types, Mutual Aid given and received, Fire and Civilian Casualties, Property Lost and Saved, etc.

The Fire Board Report domain is included as part of the base Continuum offering.

As part of this task, ImageTrend will provide training to the designated members of the Client Implementation Team to provide an overview of Continuum.

AGREEMENT

IMAGETREND RESPONSIBILITIES

- Build and complete initial configuration of the Continuum site.
- Provide the Client access to Continuum through their Elite site.
- Provide the Client access to purchased data sets.
- Provide the Client education on Continuum.

CITY RESPONSIBILITIES

- With ImageTrend assistance, configure Continuum.
- Identify and schedule the Training Session trainees.
- Ensure that the designated trainees attend the scheduled Training Session.

PREREQUISITES

- Set up Elite Environment
- Client has begin inputting data into the Elite Environment

IMAGETREND DELIVERABLES

- Fully operational Continuum tool configured in environment.
- Completed Training Session per the Project Schedule.

TASK COMPLETION CRITERIA

- Completed Training Session.
- Continuum passes testing to verify that it is operating appropriately.

AGREEMENT

SUB-PHASE D – ADD-ON VISUAL INFORMATICS (ANALYTIC REPORT WRITER)

ImageTrend Add-On Visual Informatics™ is the analytics module for Report Writer. It allows the expansion of standard reporting to include more in-depth analysis of data including historical trending within the Patient Registry solution.

Visual Informatics creates an element of reporting that is not possible with conventional report methods. With these data mining tools, specific data can be analyzed in different views and multiple relationships, rearranging of data views, data drill-down, and creating dynamic charts and graphs. This gives the user flexibility in how to view the data with precise control and display.

IMAGETREND RESPONSIBILITIES

- Complete setup for Visual Informatics.
- Configure permissions.
- Perform initial testing of Report Writer Visual Informatics.
- Provide client with education materials on using Visual Informatics.

CLIENT RESPONSIBILITIES

- Coordinate with ImageTrend.
- Verify the functionality of the integration.

PREREQUISITES

- Set up Patient Registry environment.

IMAGETREND DELIVERABLES

- Setup Visual Informatics.

TASK COMPLETION CRITERIA

- Visual Informatics is setup, permissions are configured and tested to verify that it is operating appropriately.

AGREEMENT

PHASE 7 – ACCOUNT ADVISEMENT SERVICES

The purpose of the Account AdviseMENT Services Phase is to assign an ImageTrend Account Advisor to the County which will provide the following:

- One hour per week phone check-in with the Advisor to demonstrate new modules, review release notes, and discuss support or education opportunities.
- An advocate for the organization as the primary contact for non-support related items.
- Coordination of upgrades when/if needed.

SUB-PHASE A – COMMENCEMENT OF SERVICES

IMAGETREND RESPONSIBILITIES

- Act as sole point-of-contact for County throughout their contract.
- Provide organizational and user-specific solutions that better enhance and improve use of any ImageTrend purchased products.
- An advocate for the organization as the primary contact for non-support related items.
- Coordination of upgrades when/if needed

COUNTY RESPONSIBILITIES

- Participate in scheduled calls with Account Advisor.
- Bring topics of concern, questions for the Account Advisor on how solutions and the system can be further optimized and utilized.

PREREQUISITES

- Execution of contract
- Client is inputting live, real data into their ImageTrend solutions.

IMAGETREND DELIVERABLES

- Provide County with legendary, specialized support and assist them in realizing the maximum potential of their ImageTrend solutions.
- Review the applications and modules being used, those not being used and what may benefit the organization
- Assist in budgetary planning for new modules and services
- Discuss a formal summary written by ImageTrend and presented to County

TASK COMPLETION CRITERIA

- Account Advisor met with County 52 hours in a one year period (1 hour per week).

AGREEMENT

PHASE 8 -- TRAINING

SUB-PHASE A -- CONDUCT SYSTEM ADMINISTRATOR TRAINING AND TRAIN-THE-TRAINER TRAINING

ImageTrend will provide hands-on training to the County's Project Team members. ImageTrend will provide at least one (1) training support resource onsite at County facilities for the eleven (11) calendar days for System Administrator, Train-the-Trainer, License Management, and Patient Registry training. ImageTrend will work with agency administrators to determine the optimal timing and duration of the training for each of the modules.

IMAGETREND RESPONSIBILITIES.

- Coordinate and schedule the System Administrator and Train-the-Trainer Training with the County's Project Managers.
- Provide System Administrator and Train-the-Trainer training facility requirements to the County's Project Managers.
- Provide required skills and any pre-requisite training required by System Administrator and Train-the-Trainer participants.
- Conduct the System Administrator and Train-the-Trainer Training Session.

COUNTY RESPONSIBILITIES

- Assist in adapting the training scenarios to make use of familiar data and to include site-specific policy and/or process flow information.
- Coordinate the location and scheduling of the System Administrator and Train-the-Trainer Training with the ImageTrend Implementation Specialist.
- Provide a System Administrator and Train-the-Trainer training facility that meets ImageTrend's requirements.
- Ensure that the designated participants attend the scheduled System Administrator and Train-the-Trainer Training.

PREREQUISITES

- Training facility prepared.
- Testing completed.

IMAGETREND DELIVERABLES

- System Administrator and Train-the-Trainer training facility requirements.
- System Administrator and Train-the-Trainer participants pre-requisite training and required skill set.
- System Administrator and Train-the-Trainer training.

AGREEMENT

TASK COMPLETION

- Delivery of System Administrator and Train-the-Trainer training, per the Training Plan.
- Participants have been adequately trained on the agreed-upon System Administrator and Train-the-Trainer training topics, are able to complete the training assignments/scenarios.

AGREEMENT

SUB-PHASE B -- DECLARE SYSTEM READY FOR USE

This task signifies that ImageTrend has delivered all required software, interfaces, data conversion programs and Train-the-Trainer training.

IMAGETREND RESPONSIBILITIES

- Issue written notice to the County that the System is Ready for Use.
- Correct any defects mutually identified by the County and ImageTrend as having to be corrected prior to the System being the end-user training.

COUNTY RESPONSIBILITIES

- Within ten (10) Business Days after receiving ImageTrend's "Ready for Use" notification, review the System's status and outstanding issues list and mutually identify with ImageTrend any defects that must be corrected prior to its being used for end-user training.
- Issue a written notice to ImageTrend that the System has been verified to be ready for end-user training.

PREREQUISITES

- Completion of Phases 1 through 6
- Completion of Phase 8, Sub-Phase A

IMAGETREND DELIVERABLES

- Written notice to the County that the System is Ready for Use.

TASK COMPLETION CRITERIA

- Receipt by the County of ImageTrend's written notice that the System is Ready for Use.
- Issuance of a written notice to ImageTrend from the County that the System has been verified to be Ready for Use.

AGREEMENT

SUB-PHASE C -- CONDUCT END-USER TRAINING

ImageTrend-trained County trainers will provide just-in-time training to end-users. ImageTrend will provide at least one (1) training support resources onsite at County facilities for the first three (3) calendar days of the end-user training classes. Given that the training classes may be held at geographically dispersed locations and during various times of the day, the County and ImageTrend will collaborate to optimize the in-class monitoring of ImageTrend's resource. ImageTrend will continue to provide remote support during the County's regular business hours for the remainder of the end-user training period.

IMAGETREND RESPONSIBILITIES

- Provide at least one (1) training support resource (on-site) for the first three (3) calendar days of the training classes.
- While on-site, assist and observe the County - provided trainers and make recommendations on improving the training (if necessary).
- Provide remote support as needed during the end-user training period.

COUNTY RESPONSIBILITIES

- Provide adequate training facilities including screen projection resources and enough workstation positions for up to twenty (20) students.
- Coordinate with ImageTrend on the use and location of ImageTrend's onsite training resource during the first three (3) calendar days of end-user training.
- Train additional trainers as necessary to staff the end-user training.
- Schedule and organize the end-user training schedule.
- Assign end-users to training classes at each facility.
- Assign trainers to training facilities so that at least one qualified trainer is present at each end-user training class.
- Ensure that the designated trainers and end-users attend their scheduled end-user training classes.

PREREQUISITES

- Training facility
- Train-the-trainer training

IMAGETREND DELIVERABLES

- 1 training resources onsite for 3 calendar days
- Feedback to County training resources

TASK COMPLETION CRITERIA

- Completion of end-user training classes.

AGREEMENT

SUB-PHASE D – GO LIVE ONSITE TRAINING

ImageTrend-trained County trainers will provide onsite training during go live. ImageTrend will provide at least one (1) training support resources onsite at County facilities for two (2) calendar days during the first two days of go live.

IMAGETREND RESPONSIBILITIES

- Provide at least one (1) training support resource (on-site) for the first two (2) calendar days of go live.
- While on-site, assist and observe the County and make recommendations on improving the go live experience

COUNTY RESPONSIBILITIES

- Provide adequate facilities.
- Coordinate with ImageTrend on the use and location of ImageTrend's onsite training resource during the first two (2) calendar days of go live.

PREREQUISITES

- Facility

IMAGETREND DELIVERABLES

- 1 training resources onsite for 2 calendar days
- Feedback to County resources

TASK COMPLETION CRITERIA

- Completion two (2) calendar days onsite during go live.

AGREEMENT

SUB-PHASE E -- CONDUCT FINAL ACCEPTANCE TESTING

After go-live, the System will undergo a thirty (30) day test period for final acceptance. The County will use the System for its intended purposes and monitor system reliability, functionality, and performance. Defects / Issues will be tracked and remedied per the Acceptance Test Plan.

IMAGETREND RESPONSIBILITIES

- Remedy reported defects / issues per the Acceptance Test Plan.
- Support the County as required during the Final Acceptance Test.

COUNTY RESPONSIBILITIES

- Operate the System in Use.
- Monitor system functionality, performance, and reliability.
- Notify ImageTrend immediately of any encountered defects / issues that impact the Reliability Acceptance Testing.
- Notify ImageTrend in writing of the successful conclusion of the Final Acceptance Testing.

IMAGETREND DELIVERABLES

- Correction to any encountered System issues or High / Critical (Site Down) defects as specified in the Acceptance Test Plan.
- System support as specified in the executed Contract.

TASK COMPLETION CRITERIA

- County has provided written notice of Final System Acceptance to ImageTrend.

AGREEMENT

SUB-PHASE F – POST GO LIVE ONSITE TRAINING

ImageTrend-trained County trainers will provide onsite training during post go live to train in auditing the County's site, CQI, and Report Writer. ImageTrend will provide at least one (1) training support resources onsite at County facilities for three (3) calendar days during this onsite training.

IMAGETREND RESPONSIBILITIES

- Provide at least one (1) training support resource (on-site) for the first three (3) calendar days of the training classes.

COUNTY RESPONSIBILITIES

- Provide adequate training facilities.
- Coordinate with ImageTrend on the use and location of ImageTrend's onsite training resource during the three (3) calendar days of post go live training.

PREREQUISITES

- Go live milestone has been met
- Training facility provided

IMAGETREND DELIVERABLES

- 1 training resources onsite for 3 calendar days
- Feedback to County training resources

TASK COMPLETION CRITERIA

- Completion of post go live training classes.

AGREEMENT

EXHIBIT B - INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

1. **INDEMNIFICATION**

Vendor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law, or of any other laws, regulations, ordinance, order or decree, or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

2. **INSURANCE**

The Vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed operations exposure, Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

Vendor shall provide certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

A. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.

If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work, you will be notified by CTrax, the authorized Vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Vendor or their agent prior to the expiration date.

AGREEMENT

1) The Vendor shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.

2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

B. If subcontracting is allowed under this RFP, the Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below. All subcontracts between the Vendor and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall:

1) Require each subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor.

2) Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract.

3) Provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability.

4) Provide a waiver of subrogation in favor of the County.

5) Assign all warranties directly to the County.

6) Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Exhibit B and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

C. Each insurance policy and/or certificate shall include the following terms and/or conditions:

AGREEMENT

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.

- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.

- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

- 4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

1. **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

| | |
|-----------------------------|-------------------|
| Employers' Liability Limits | Florida Statutory |
| Per Employee | \$ 500,000 |
| Per Employee Disease | \$ 500,000 |
| Policy Limit Disease | \$ 500,000 |

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

2. **Commercial General Liability Insurance** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

AGREEMENT

Limits

| | |
|---|--------------|
| Combined Single Limit Per Occurrence | \$ 1,000,000 |
| Products/Completed Operations Aggregate | \$ 2,000,000 |
| Personal Injury and Advertising Injury | \$ 1,000,000 |
| General Aggregate | \$ 2,000,000 |

3) Professional Liability (Technology Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

| | |
|--------------------------|-------------|
| Each Occurrence or Claim | \$1,000,000 |
| General Aggregate | \$1,000,000 |

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

3. Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

| |
|------------------|
| AGREEMENT |
|------------------|

| | |
|-------------------|--------------|
| Each Occurrence | \$ 5,000,000 |
| General Aggregate | \$ 5,000,000 |

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

AGREEMENT

EXHIBIT C - PAYMENT - PRICE SHEET AND WORK ORDER

The prices below are based on the following SaaS transaction volumes, as provided by Client:360,000 Incidents annually

One Time Fees

| Description | SKU | Unit Price | Qty | Extended Amount |
|-----------------------------------|-----------------|--------------|-----|---------------------|
| ImageTrend HIH™ Setup | ELT.003.002.026 | \$152,000.00 | 1 | \$152,000.00 |
| Other CAD Vendor | ELT.002.007.053 | \$0.00 | 1 | \$0.00 |
| Elite™ Rescue Setup | ELT.003.002.003 | \$0.00 | 1 | \$0.00 |
| Onsite Training Session - 8 Hours | ELT.006.003.004 | \$1,400.00 | 11 | \$15,400.00 |
| Webinar Training 2hr Session | ELT.006.003.009 | \$450.00 | 10 | \$4,500.00 |
| CAD Switch Vendor | ELT.002.007.035 | \$0.00 | 1 | \$0.00 |
| License Management Trainer Setup | LMS.003.002.003 | \$22,000.00 | 1 | \$22,000.00 |
| Standard Legacy Data Import | LMS.006.003.003 | \$5,000.00 | 1 | \$5,000.00 |
| Webinar Training 2hr Session | LMS.006.003.004 | \$450.00 | 4 | \$1,800.00 |
| Travel | ELT.006.003.008 | \$1,750.00 | 4 | \$7,000.00 |
| Total One-Time Fees: | | | | \$207,700.00 |

Recurring Fees

| Description | SKU | Unit Price | Qty | Extended Amount |
|---|-----------------|--------------|-----|-----------------|
| Billing Company Purchased FTP Auto Export | ELT.002.009.010 | \$0.00 | 1 | \$0.00 |
| Continuum® | CTM.001.002.001 | \$88,000.00 | 1 | \$88,000.00 |
| Elite™ Rescue - SaaS *Includes Elite™ Field | ELT.001.002.015 | \$280,000.00 | 1 | \$280,000.00 |
| CAD Distribution | ELT.002.007.001 | \$9,500.00 | 1 | \$9,500.00 |
| Other CAD Vendor Hexagon | ELT.002.007.019 | \$0.00 | 1 | \$0.00 |
| Account Advisement Services Level 1 | ELT.006.003.011 | \$12,600.00 | 1 | \$12,600.00 |
| Health Information Hub™ Volume Tier | ELT.002.008.001 | \$13,000.00 | 13 | \$169,000.00 |
| Hospital Hub™ Distribution | ELT.002.010.007 | \$45,000.00 | 1 | \$45,000.00 |
| Mobile Facility Alerting | ELT.001.002.059 | \$2,250.00 | 1 | \$2,250.00 |
| Data Mart™ Subscription | ELT.001.002.064 | \$22,500.00 | 1 | \$22,500.00 |
| Data Mart™ Additional Source - Subscription | ELT.001.002.065 | \$11,250.00 | 1 | \$11,250.00 |
| Elite Site to Site Transfers | ELT.002.010.016 | \$500.00 | 19 | \$9,500.00 |
| NFPA 1 2018 | ELT.002.007.098 | \$192.00 | 1 | \$192.00 |
| Continuum® EMS Content Package | CTM.001.002.002 | \$36,000.00 | 1 | \$36,000.00 |
| Continuum® Fire Content Package | CTM.001.002.003 | \$36,000.00 | 1 | \$36,000.00 |
| Continuum® Geocoding | CTM.001.002.004 | \$10,000.00 | 1 | \$10,000.00 |
| Performance Insights | CTM.001.002.021 | \$43,200.00 | 1 | \$43,200.00 |
| NFPA 101 2018 | ELT.002.007.101 | \$192.00 | 1 | \$192.00 |
| License Management SaaS - Trainer | LMS.001.002.003 | \$74,000.00 | 1 | \$74,000.00 |

AGREEMENT

| | | | | |
|------------------------------------|-----------------|-------------|---|--|
| HIH™ Elite/Hospital Bi-Directional | ELT.002.008.007 | \$10,000.00 | 8 | \$80,000.00 |
| | | | | Total Recurring Fees: \$929,184.00 |
| | | | | <u>TOTAL YEAR 1: \$1,136,884.00</u> |

Send Invoices To:

Craig Hare
 chare@pinellascounty.org
 12490 Ulmerton Road Suite 134
 Largo, Florida 33778

Payment Terms:

1. "One Time Fees" are due once, as specified by the Milestone terms below.
2. "Recurring Fees" are annual fees which recur each year. They are due on each anniversary of the fee, with the start date beginning upon completion as specified by the Milestone terms below. The Recurring Fees will escalate in price annually by 5% beginning on 06/29/2023 and each year thereafter.
3. ImageTrend may temporarily suspend performance (e.g. cease to provide access, hosting, support) due to Client's breach of contract provided Client shall have 30 days to cure such breach before ImageTrend may suspend performance.
4. 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.
5. All Annual SaaS Fees are based upon anticipated transaction volumes (as provided by Client) and are subject to an annual usage audit. ImageTrend reserves the right to increase fees in accordance with increased transaction volume per the Unit Price listed in the tables above.
6. ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement

Optional Items

Items in the table below are not goods or services currently contracted or provided by this Agreement, rather, they are included to allow Client to add those goods or services by first providing written notice to ImageTrend, subsequently ImageTrend will provide Client with a Work Order for the Optional item, and upon Client's signature of that Work Order, ImageTrend will begin the work.

| Product | SKU | Unit Price | Description |
|-----------------|-----------------|------------|--|
| Payment Gateway | LMS.002.003.004 | \$5,000.00 | The Payment Gateway Integration allows the License Management System to post the transaction to the Authorize.Net payment gateway. With this integration, applicants can submit credit card payment from the LMS checkout interface to the payment provider platform. ImageTrend does not process any credit card or payment information. If Client would like to select payment gateway provider outside of Authorize.net, a custom development SOW is required to document scope and cost. Client has an active role in this integration for providing payment provider primary contact, API URL, and credentials. |

AGREEMENT

Payment Gateway LMS.003.002.004 \$4,000.00
 Setup

MILESTONE 1

Project Kick Off. ImageTrend will designate an implementation coordinator. The implementation coordinator will schedule a "Kick Off Call" with Client where the implementation coordinator outlines the implementation process, gives an overview of the Client's order, and starts discovery of how the Client's processes work. This Project Kick Off Milestone is complete when: 1) Client has been assigned an implementation coordinator; and 2) the Kick Off Call has occurred

| Description | Unit Price | Quantity | Extended Amount |
|----------------------------------|--------------|----------|---------------------|
| ImageTrend HIH™ Setup | \$152,000.00 | 1 | \$152,000.00 |
| Elite™ Rescue Setup | \$0.00 | 1 | \$0.00 |
| License Management Trainer Setup | \$22,000.00 | 1 | \$22,000.00 |
| Milestone 1 Total | | | \$174,000.00 |

MILESTONE 2

Site Available. ImageTrend software is available via the Web. This Site Available Milestone is complete when ImageTrend has provided Client: 1) at least one web URL to the ImageTrend software, and 2) a system administrator account with login credentials, and 3) Client is able to log into the ImageTrend software at that URL.

| Description | Unit Price | Quantity | Extended Amount |
|--|--------------|----------|---------------------|
| Continuum® | \$88,000.00 | 1 | \$88,000.00 |
| Elite™ Rescue - SaaS *Includes Elite™ Field | \$280,000.00 | 1 | \$280,000.00 |
| Mobile Facility Alerting | \$2,250.00 | 1 | \$2,250.00 |
| Data Mart™ Subscription | \$22,500.00 | 1 | \$22,500.00 |
| Data Mart™ Additional Source - Subscription | \$11,250.00 | 1 | \$11,250.00 |
| Continuum® EMS Content Package | \$36,000.00 | 1 | \$36,000.00 |
| Continuum® Fire Content Package | \$36,000.00 | 1 | \$36,000.00 |
| Continuum® Geocoding | \$10,000.00 | 1 | \$10,000.00 |
| Performance Insights | \$43,200.00 | 1 | \$43,200.00 |
| License Management SaaS - Trainer | \$74,000.00 | 1 | \$74,000.00 |
| Milestone 2 Total | | | \$603,200.00 |

MILESTONE 3

Go Live. The parties understand that while the system can be infinitely configured and refined, that the software system must reach a level of readiness and it must "go-live" for usage by the end-users in its intended use cases. Client may desire staged roll out of different features or products for large implementations, or Client may desire to have all functions go live all at once. In the interest of defining a fair and objective measurement point, this Go Live Milestone will be complete when the Client's Software system processes, receives, transmits, generates, or otherwise interacts with the first non-test data record, excluding non-test data which is migrated on a one-time basis from another system.

| Description | Unit Price | Quantity | Extended Amount |
|--|-------------|----------|-----------------|
| Billing Company Purchased FTP Auto Export | \$0.00 | 1 | \$0.00 |
| Other CAD Vendor | \$0.00 | 1 | \$0.00 |
| CAD Distribution | \$9,500.00 | 1 | \$9,500.00 |
| Other CAD Vendor Hexagon | \$0.00 | 1 | \$0.00 |
| Account Advisement Services Level 1 | \$12,600.00 | 1 | \$12,600.00 |
| CAD Switch Vendor | \$0.00 | 1 | \$0.00 |
| Health Information Hub™ Volume Tier | \$13,000.00 | 13 | \$169,000.00 |
| Hospital Hub™ Distribution | \$45,000.00 | 1 | \$45,000.00 |

AGREEMENT

| | | | |
|------------------------------------|-------------|--------------------------|---------------------|
| Elite Site to Site Transfers | \$500.00 | 19 | \$9,500.00 |
| NFPA 1 2018 | \$192.00 | 1 | \$192.00 |
| NFPA 101 2018 | \$192.00 | 1 | \$192.00 |
| HIH™ Elite/Hospital Bi-Directional | \$10,000.00 | 8 | \$80,000.00 |
| | | Milestone 3 Total | \$325,984.00 |

MILESTONE 4

Training. This Training Milestone will be complete, and invoiceable in advance of delivery of all training session(s), when the Go Live Milestone is complete.

| Description | Unit Price | Quantity | Extended Amount |
|-----------------------------------|------------|--------------------------|--------------------|
| Onsite Training Session - 8 Hours | \$1,400.00 | 11 | \$15,400.00 |
| Webinar Training 2hr Session | \$450.00 | 10 | \$4,500.00 |
| Standard Legacy Data Import | \$5,000.00 | 1 | \$5,000.00 |
| Webinar Training 2hr Session | \$450.00 | 4 | \$1,800.00 |
| Travel | \$1,750.00 | 4 | \$7,000.00 |
| | | Milestone 4 Total | \$33,700.00 |

Total Contract Value Not to Exceed: \$1,136,884.,00

AGREEMENT

EXHIBIT D - PAYMENT/INVOICES

PAYMENT/INVOICES:

CONTRACTOR shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The County may dispute any payments invoiced by CONTRACTOR in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Contractor Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at (www.pinellascounty.org/purchase).

AGREEMENT

EXHIBIT E - DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within 10 days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 1. Requesting department for this purpose is defined as the County department for whom the work is performed.
 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 60 days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the 60 days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue 15 days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

AGREEMENT

EXHIBIT F

ImageTrend Additional Contractual Provisions

SECTION 1. DEFINITIONS

"Business Day" means a single 8 hour period occurring on a Monday, Tuesday, Wednesday, Thursday or Friday, 9:00am CST to 5:00pm CST, excluding holidays per §14(b) below. Unless specified in a Service Order, ImageTrend personnel will only perform services during Business Days.

"Deliverable" means an intangible or tangible product, material, or service produced as a result of a Statement of Work, and each Deliverable is specified in the corresponding Statement of Work from which it is produced.

"Effective Date" means the date upon which the last party has signed and executed this Agreement.

"Fixed Fee" means a fixed amount of compensation due in return for a fixed Deliverable.

"Intellectual Property" means any intellectual property or proprietary rights in any jurisdiction, whether owned or held for use under license, whether registered or unregistered, including such rights in and to: (i) trademarks, trade dress, service marks, certification marks, logos, trade names, brand names, corporate names, assumed names and business names ("Trademarks", which term shall include the items described in clause (viii) below); (ii) patents and any and all divisions, continuations, continuations-in-part, reissues, continuing patent applications, reexaminations or extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration and like statutory rights; inventions, invention disclosures, discoveries and improvements, whether patentable or not; (iii) copyrights and works of authorship; (iv) trade secrets (including those trade secrets defined in the Uniform Trade Secrets Act and under corresponding federal, state or foreign statutory or common law), business, technical and know-how information, non-public information, and confidential information and rights to limit the use or disclosure thereof by any Person; (v) mask works; (vi) moral rights, author's rights or rights of publicity; (vii) claims, causes of action and defenses relating to the enforcement of any of the foregoing; (viii) any applications for registration of any of the foregoing, and all renewals or extensions of any of the foregoing, whether now existing or hereafter arising; and (ix) the goodwill associated with each of the foregoing. For the avoidance of doubt, "Intellectual Property Rights" includes any and all of the foregoing related to computer software, data files, Source Code, Object Code, APIs, manuals, documentation, specifications, databases or other materials or information.

"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.

"Local Travel" means travel to a destination in the Twin Cities Metro area, within 30 miles of Lakeville, MN.

"Materials" and "Expenses" means but is not limited to third party software licenses, physical hardware, test devices, or other items, reasonable travel expenses (including but not limited to food, lodging, and transportation), printing, delivery of materials, or any other cost reasonably incurred arising out of this Agreement.

"Pre-Existing Materials" means code, documentation, frameworks, development accelerators, tool sets or any other materials owned by ImageTrend and not developed as part of the services performed for Client. It may include, without limitation, Security Framework, Dashboard, ImageTrend Frameworks, Report Writer and any other tools or Intellectual Property made or used by ImageTrend unrelated to this Agreement.

AGREEMENT

“**Support**” means technical support for the configuration and functioning of the products, including taking and monitoring defect reports, as defined further below in the Service Level Agreement between ImageTrend and Client

“**Software**” means ImageTrend software provided to Client by ImageTrend, specifically software developed and/or written by ImageTrend. Software developed by a third-party which is purchased on behalf of Client is considered Third Party Material.

SECTION 2. FEES, INVOICING, AND PAYMENT TERMS

SCHEDULING NON-LOCAL TRAVEL. For air travel Client may, and is strongly advised to, schedule travel no less than 3 weeks in advance of the first on-site date by written request; ImageTrend reserves the right to approve or deny travel requests on a per-request basis. Client may also request travel by writing with 3 weeks or less advance notice; ImageTrend reserves the right to approve or deny such travel requests, and to invoice costs to Client due to scheduling changes ImageTrend must make to accommodate such a request if approved.

CANCELLATION, RESCHEDULE, OR DELAY. Client will provide to ImageTrend (10) ten business days prior written notice of Client’s intent to delay, reschedule, or cancel (“Staffing Change”) any service in this Agreement which requires an ImageTrend employee to perform work at a specific location or at a specific time (e.g. face-to-face meetings, on-site visits, after hours on-call status). If Client fails to provide such notice, Client shall reimburse ImageTrend for loss caused by the Staffing Change. ImageTrend shall use commercially reasonable efforts to mitigate any losses that would be incurred by a Staffing Change and due to ImageTrend by Client.

SECTION 3. DATA AND INTELLECTUAL PROPERTY

CLIENT DATA. All Client data provided to ImageTrend remains at all times the property of the Client unless otherwise specified herein. ImageTrend will not use or make available any personally identifiable information or patient health information other than for performing the services outlined herein, and for use in an aggregated manner to monitor, operate, train artificial intelligence, and conduct statistical analyses relevant to the application’s proper functioning, maintenance, optimization, or improvement. ImageTrend will not in any way transfer to any third party any Confidential Information of Client.

DE-IDENTIFICATION. ImageTrend may create a de-identified data set of Client’s data (“the De-identified Data Set”) and ImageTrend may, in ImageTrend’s discretion, transform, analyze, distribute and redistribute, create derivative works of, license, make available to 3rd party researchers, or otherwise use the De-identified Data Set except as limited by: 1) this Agreement, 2) applicable law and regulation, e.g. State and Local data privacy law and HIPAA/HITECH, 3) notwithstanding any of the prior, ImageTrend shall create the De-identified Data Set in accordance with the then current HIPAA Safe Harbor Rule at 45 CFR § 164.514(2)(i) by removing the 18 listed data elements, and any additional data element designated as ‘Personal Information’ by State and Local data breach law (or equivalent laws). The § 164.514(2)(i) data elements are reproduced below at Attachment A. ImageTrend shall ensure its methods for creating the De-identified Data Set comport with industry best practices and guidance such as NISTIR 8053 ‘De-Identification of Personal Information’ (available at <http://dx.doi.org/10.6028/NIST.IR.8053>). ImageTrend shall use reasonable administrative, technical, and physical safeguards to protect and prevent unauthorized disclosure of the De-identified Data Set. ImageTrend shall not attempt to re-identify any de-identified records.

GRANT OF LICENSE TO IMAGETREND’S PRE-EXISTING IP AND OWNERSHIP OF NEW IP. All Intellectual Property Rights connected to the ImageTrend pre-existing materials such as architectural structure, modules, processes, and Know-How that may be used in Deliverables (“Pre-existing IP”), shall remain owned by ImageTrend. ImageTrend agrees to grant to Client a royalty-free, worldwide, transferable, non-exclusive, use license for these architectural structures, modules, and processes that may be used solely in conjunction with the Deliverables and services performed under Statements of

AGREEMENT

Work and in accordance with the license granted herein, conditioned upon full payment from which the Deliverable containing Pre-Existing IP originates. This license may not be transferred, and Client may not sublicense, use, reproduce, distribute or prepare derivative works of ImageTrend's Pre-Existing IP except to the extent strictly necessary to fulfill the purpose of a Statement of Work. New Deliverables utilizing the same Pre-Existing IP may require another license for that new Deliverable, in ImageTrend's discretion. In the case of ImageTrend Software products licensed per this Agreement, ImageTrend shall own all Intellectual Property related to or arising out of any Statement of Work. A Statement of Work may specify who owns the intellectual property embodied in a Deliverable; however, absent such terms in the Statement of Work, the terms of this Agreement shall control. Any right not hereby granted is reserved.

SECTION 4. WARRANTIES

SERVICES. All services and will be provided in a professional and workmanlike manner in accordance with applicable industry standards and will comply with all applicable laws. All Deliverables will substantially conform to the agreed-upon specifications set forth in this Agreement.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT ABOVE, THE SERVICES IMAGETREND PROVIDES TO CLIENT ARE PROVIDED WITHOUT ADDITIONAL WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS, OR STATEMENTS MADE PRIOR TO THIS AGREEMENT. IMAGETREND HEREBY EXPRESSLY DISCLAIM, AND CLIENT HEREBY WAIVES, ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES.

SECTION 5. LIMITATION OF LIABILITY

EACH PARTY'S CUMULATIVE LIABILITY ARISING OUT OF OR IN ANY MANNER RELATED TO THIS SHALL BE LIMITED TO THE AMOUNT OF THE FEES DUE UNDER THIS AGREEMENT.

AGREEMENT

SOFTWARE LICENSING TERMS ATTACHMENT

The following terms shall apply:

“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 or emergency responder to a situation requiring emergency response, as measured by the number of incident reports within ImageTrend Software systems.

“Licensed Information” means other Deliverables provided to Client by ImageTrend relating to the operation or design of the Software, or other Deliverables provided to Client by ImageTrend which are common to ImageTrend (e.g. such Deliverables are not unique to Client). A copy of the software specification Licensed Information is available within the Software labeled as “ImageTrend University.”

“The Software” means the sum of all software licenses granted by this Agreement hereto as provided in Section 1 below.

1. GRANT OF LICENSE TO SOFTWARE.

| Name of License | Terms of License |
|--|---|
| Software as a Service License (SaaS) or Integration as a Service (IaaS) (“SaaS”) | ImageTrend hereby grants Client a non-exclusive, non-transferable license to use the ImageTrend Software product(s) listed in the Agreement for such time as listed in said Agreement. 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. 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. |

SECTION 6. 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 under Client’s control to, copy, reverse engineer, 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.

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.

SECTION 7. IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE.

In accordance with the terms and conditions hereof, ImageTrend hereby grants the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools, unless an "Elite Data Mart License" is included in the Agreement. Absent that license, this Agreement does not give the Customer 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 only available via the aforementioned separately-priced product and service offering from ImageTrend.

SECTION 8. INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.

IMPLEMENTATION. 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 known as "Implementation". During Implementation, Client must make available sufficient time and resources as is necessary to accomplish the milestones and tasks per the party's project plans (as applicable), typically between 4 and 15 hours a week. Depending on Client's objectives, Client may need to allocate more time or resources to achieve Client's desired timelines.

TRAIN THE TRAINER. ImageTrend may provide "Train-the-trainer" training for administrators as detailed in the Agreement. Additionally, online training videos and user guides in electronic format will be made available via ImageTrend University.

SOFTWARE SUPPORT. ImageTrend shall provide Software Support as detailed in the Service Level Attachment, below.

TRAINING USAGE AND EXPIRATION. The training line items and quantities as detailed in price table attached must be delivered within 2 years of the Effective Date. It shall be Client's responsibility to request the training session(s). Training not used within the 2 year cut-off shall expire and no refund or credit will be payable to Client.

SECTION 9. SOFTWARE WARRANTIES.

PERFORMANCE WARRANTY. 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 modification or change to the Software in any manner outside of the configuration available within the Software's built-in functionality. This warranty does not apply to data extracted from the system.

OWNERSHIP WARRANTY. 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.

LIMITATIONS ON WARRANTY. All of ImageTrend's obligations under this Section 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 usage which does not conform with ImageTrend's instructions as provided by ImageTrend in the Licensed Information. 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 device. In addition to any other

AGREEMENT

limitation on warranty or liability; Client's sole remedy for breach of warranty related to or arising out of the Software, or a defect with the Software, shall be at Client's option 1) repair of the Software or defect, 2) termination of this Agreement for convenience as outlined elsewhere in this Agreement.

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. MAINTENANCE.

ImageTrend shall provide scheduled updates and new releases for the Software, as well as defect correction as needed per the Service Level Agreement, attached for so long as Client has contracted for support (as indicated by a recurring fee containing the product name and word 'Support'). Specific out-of-scope system enhancement requests are excluded from support. Should Client desire specific source-code level modifications to the system, Client may submit a request to ImageTrend's UserVoice page at <https://ImageTrend.uservoice.com/>.

SECTION 11. RETURN OF DATA.

Upon termination of this Agreement for any reason, Client may request ImageTrend provide to Client a copy of Client's data. ImageTrend will produce this data by first using relevant export functionality provided by the application, e.g. for ImageTrend Elite the data would be produced as a NEMESIS Version 3 XML file(s), or by other native data export format should the application provide no export functionality. ImageTrend may redact or remove ImageTrend trade secret and confidential information, such as database schema design details, or data which is used solely in an operational or administrative fashion (e.g. data which was never entered by Client end-users). For clarity, ImageTrend may not redact or remove data that Client or Client's end-users entered. ImageTrend will provide this exported data to Client via secure electronic transfer, such as SFTP/FTPS. ImageTrend shall have 90 days from Client's request to produce the native data export for Client. Should Client desire the data to come in any alternative format, or be in any way different than as described in this section, Client must request those services from ImageTrend separately on a Time and Materials basis under its own time frame. ImageTrend will make efforts to accommodate Client's request, but ImageTrend is under no obligation to do so.

SECTION 12. IMAGETREND ELITE AUTHORIZED USERS AND SCOPE OF USAGE

This Grant of License is strictly conditioned on the Software being used by only Authorized Users. ImageTrend may audit Client's Software, users, and usage to ensure compliance with the scope of usage detailed by this Agreement, in ImageTrend's discretion. Non-compliance with the scope of usage shall be considered a material breach.

AGREEMENT

PRODUCT SPECIFIC TERMS ATTACHMENT

LICENSE MANAGEMENT SYSTEM - TERMS OF USE

DEFINITIONS

“Client” means The State

“ImageTrend” means Contractor

“Agreement” means Contract

“Bespoke Deliverable” means a custom or non-standard deliverable, good, or service; including but not limited to reports, custom software, documentation creation, evidence gathering and analysis, log delivery, or any other task that is not a part of ImageTrend’s standard off the shelf product offering purchased under this Contract as documented below in “License Management Product and Service Specification” below. For clarity, any deliverable, good, or service, which is not explicitly described in the License Management Product and Service Specification is not a part of this Agreement except as a Bespoke Deliverable.

“Office” means the political subdivision of the State and Department having responsibility for licensing Emergency Medical Services personnel, here: .

“CLIENT Support Staff” means CLIENT information technology personnel, managers, or other access which may be required for funding, maintaining, administrating or otherwise supporting or managing the function of Authorized Personnel

“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.

“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.

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

- **GRANT OF 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. CLIENT expressly acknowledges that all copies of the Software and/or Licensed Information in any form provided by IMAGETREND to CLIENT hereunder are the sole property of IMAGETREND and/or its suppliers, and that CLIENT shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this AGREEMENT. Under this license, only Authorized Personnel may access or use the Software. All other rights not granted herein are reserved by ImageTrend.
- **BESPOKE DELIVERABLES.** The parties agree this Contract is for the purchase of Commercial-Off-The-Shelf Software (“COTS”). Accordingly, to the degree any requirement in this Contract and AGREEMENT require the creation of Bespoke Deliverables, Contractor shall have no obligation to produce such Bespoke Deliverables

AGREEMENT

except as mutually agreed to in a signed, written Statement of Work or Project Plan which details the scope and cost of creating such Bespoke Deliverables.

AGREEMENT

DATA MART – CONTINUOUS FREQUENCY TERMS OF USE

1. **GRANT OF LICENSE TO ELITE DATA MART(S)** CLIENT is hereby granted a non-exclusive, non-sublicensable, non-transferrable (except as outlined below) use license for the ImageTrend Elite Data Mart(s) listed in Exhibit A below. CLIENT is further granted a limited right to use, reproduce, and distribute the ImageTrend Data Dictionary(s) solely to and for authorized employees and contractors to enable them to carry out their duties for CLIENT, and for no other purpose.
2. **CONFIDENTIALITY OF IMAGETREND ELITE DATA MART(S) DATABASE(S) AND OTHER DATABASES** The schema, data structure, and overall design of the ImageTrend Elite Data Mart(s) Database and other included databases, are hereby marked and declared Confidential Information which constitutes valuable and proprietary work product and trade secrets of ImageTrend. While CLIENT owns all its own data, CLIENT shall not share with, describe to, detail to, or otherwise allow or aid a third party to reverse engineer the schema, data structure and overall design of the ImageTrend Elite Data Mart(s) or any other ImageTrend Software or ImageTrend database with third parties. CLIENT agrees to take reasonable measures to maintain the secrecy of the schema, data structure, and overall design of the ImageTrend Elite Data Mart(s), or to protect the schema, data structure and overall design of the ImageTrend Elite Data Mart(s) in the same manner that CLIENT protects its' own trade secrets, whichever is greater.
3. **CONFIDENTIALITY OF ELITE DATA DICTIONARY(S)** The included ImageTrend Elite Data Dictionary which describes the ImageTrend Elite Data Mart(s) is hereby marked and declared Confidential Information which constitutes valuable and proprietary work product and trade secrets of IMAGETREND. CLIENT shall not reproduce for, distribute to, grant access to, publicly display to, nor allow the data dictionary to be used by: third parties, and/or any employee or contractor who does not require the Elite Data Dictionary(s) to carry out their duties to CLIENT. Upon expiry of the Elite Data Dictionary(s) license(s), CLIENT shall destroy or return all copies of the Elite Data Dictionary(s) in CLIENT's control.
4. **DELIVERY OF IMAGETREND ELITE DATA MART DATA** CLIENT has chosen to receive regular deliveries of Data Mart(s) data continuously via Microsoft SSIS or as otherwise negotiated between the parties. CLIENT should be advised that this Section 3 – Grant of License does not include the provisioning of a database instance or virtual private connection to directly run database queries against the ImageTrend Elite Data Mart(s), rather, this section grants a license to use the Elite Data Mart as well as contracts with IMAGETREND to provide regular delivery of that Data to CLIENT as a service. CLIENT must host and provision its own Microsoft SQL Server instance or other tool to manipulate the .BAK file.
5. **SUPPORT FOR IMAGETREND ELITE DATA MART(S)** CLIENT shall receive support for the ImageTrend Elite Data Mart(s) under this Agreement's Service Level Agreement. Further, CLIENT shall receive periodic updates to the ImageTrend Elite Data Mart(s) and Data Dictionary(s) along with other regular Software updates. The Section D is not binding or valid if the CLIENT has not contracted with IMAGETREND for Support services; Support services must be a line item in Exhibit A or in other binding contracts between the parties as a condition precedent to receive Support for the Elite Data Mart(s).

AGREEMENT

EXHIBIT G

ImageTrend Terms of Use NFPA Codes

DEFINITION

“NFPA” and “Codes” refers to the Client’s utilization of the National Fire Protection Association (“NFPA”) licensed Code content (“Codes”) for inspections.

LICENSING OF NFPA CODES

ImageTrend licenses the Codes from NFPA for Client’s use within ImageTrend’s solutions. Effective January 1, 2022, NFPA introduced a new digital delivery platform for Codes, requiring new licensing terms and pricing.

Codes may not be reproduced, distributed, or used in any way other than intended by the Software. Client’s use of the Codes will comply with all applicable laws and be subject to NFPA’s Subscription Package for Software Tiered Pricing included below.

Client understands that ImageTrend’s access to Codes is restricted by NFPA, and that all Codes may not be available. ImageTrend shall conspicuously disclose all NFPA fees passed through to the Client, including all price adjustments mandated by NFPA.

NFPA Subscription Package for Software Tiered Pricing

The Unit Price per Account allows access to specified NFPA standard(s) for citation purposes within ImageTrend’s inspection software for each of ImageTrend’s Customers’ users.

For the purpose of this subscription package, “User” shall mean any individual agency, fire department, or governmental entity authorized to use ImageTrend Software. For example, State X subscribes to ImageTrend Software and provides 50 constituent fire departments with access to use the Software, including access to the Licensed Material. In this case, there are 51 Users under the State X Account, for which NFPA shall charge ImageTrend the corresponding Unit Price per Account (\$320 for access to NFPA 1 (2018)).

| Standards | Edition | Title | Number of | Unit Price |
|-----------|-------------------|------------------|--------------|-------------|
| | | | Users | Per Account |
| NFPA® 1 | 2012, 2015, 2018, | Fire Code | 1-10 Users | \$128 |
| | | | 11-25 Users | \$192 |
| | | | 26-50 Users | \$256 |
| | | | 51-100 Users | \$320 |
| | | | 101+ Users | \$384 |
| NFPA 101® | 2012, 2015, 2018, | Life Safety Code | 1-10 Users | \$128 |
| | | | 11-25 Users | \$192 |
| | | | 26-50 Users | \$256 |
| | | | 51-100 Users | \$320 |
| | | | 101+ Users | \$384 |

AGREEMENT

EXHIBIT H

Data Exchange Authorization

Between ImageTrend, Inc. ("ImageTrend"), a Minnesota Corporation located at 20855 Kensington Blvd., and Pinellas County ("the Data Controller" and "Client") residing at 12490 Ulmerton Road, Suite 134 Largo, Florida 33778 for transmitting ePHI data as identified below

Whereas; ImageTrend is a provider of data management services and a current Business Associate to the Data Controller and;

Whereas; the Data Controller wishes ImageTrend to exchange certain ePHI data from and to the Data Controller's System, in ImageTrend's capacity as a Business Associate

Data Exchange Purpose The purpose of this Data Exchange Authorization is to exchange Data Controller's data in accordance with the table below that lists the data exchange work items to be fulfilled by ImageTrend ("the Identified Data Exchanges"). It is Data Controller's sole obligation to ensure the "Destination" column is accurate. ImageTrend will fulfill and exchange data with the listed Destination party, and will not deviate from the identified destination unless ImageTrend is directed otherwise in writing by Data Controller. Notwithstanding any term to the contrary, ImageTrend shall not be liable in any manner for sending or receiving data as outlined below; Data Controller assumes all risk for the data source(s) and destination(s) identified below.

| <u>Description</u> | <u>Quote Description</u> | <u>Data Source</u> | <u>Data Destination</u> |
|---|---|---|-------------------------|
| <u>HIH™ Elite/Hospital Bi-Directional</u> | <u>When an ePCR is in process or completed and posted, HIH transforms an ePCR into the appropriate hospital data format. Additionally patient outcome data is delivered from the hospital to the transporting agency.</u> | <u>ImageTrend at Lakeville, MN55044</u> | |

Authorization. Data Controller hereby authorizes ImageTrend to transmit, import, and/or disclose in accordance with the Identified Data Exchanges, and to transmit, import and/or disclose other data reasonably necessary to achieve the purpose of each work line item outlined in the table above. This Agreement modifies any prior agreements of the parties only to the extent necessary to effect this agreement, and does not otherwise change the terms of any prior agreements between the parties.

Right to Revoke or Terminate. Data Controller may terminate or revoke the right to transmit or disclose data granted to ImageTrend by this Agreement at any time by providing reasonable written notice to ImageTrend and providing a commercially reasonable period of time in which to effect the termination.

The Parties hereby agree to this Data Exchange Authorization:

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree

AGREEMENT

Client

ImageTrend

Signature:

Signature: 

Print Name:

Print Name: Joseph T. Graw

Title:

Title: President/CEO

Date:

Date: 9/7/2022

AGREEMENT

EXHIBIT I

ImageTrend Service Level Agreement

ImageTrend is committed to offering exceptional levels of service to our customers. This Service Level Agreement (“SLA”) guarantees your website or application’s availability, reliability and performance. This SLA applies to any site or application hosted on our network.

1. Customer Support

ImageTrend is committed in providing an exceptional level of customer support. ImageTrend’s servers are monitored 24 hours per day, 7 days per week, 365 days per year and our support staff is available via phone (888.469.7789) and email (www.imagetrend.com/support) as posted on the company’s website. ImageTrend works to promptly resolve all issues reported by customers, and will acknowledge the disposition and potential resolution according to the chart below:

| Severity Level | Example | Acknowledgement of Error Notice | Response Goal |
|-----------------------|--|---|--|
| 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 that is necessary for usage of the software | Within one (1) hour of initial notification during business hours or via support.imagetrend.com | Six (6) hours |
| Medium | <ul style="list-style-type: none"> - Minor subsystem failure -Data entry or access impaired on a limited basis. | Within four (4) hours of initial notification | 24 Business hours |
| Low | <ul style="list-style-type: none"> - User error (i.e. training) or forgotten passwords - Issue can or must be delegated to local Client contact as a first level of response for resolution | Same day or next business day of initial notification | As appropriate depending on nature of issue and party responsible for resolution |

2. Data Ownership

All customer data collected and maintained by ImageTrend shall at all times remain the property of the customer.

3. Data Protection

ImageTrend takes data privacy and cybersecurity very seriously. ImageTrend utilizes compliant and industry recognized best practices to ensure data security, and does not use or make available any personally identifiable information to third parties without customer consent or as required by law. ImageTrend acknowledges that its handling of information on behalf of customers may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense.

AGREEMENT

4. Suspension of Service

ImageTrend reserves the right to suspend and limit network resources to customers failing to pay the monthly fee in advance at its own discretion. In the event of service suspension, full service delivery will be restored within 48 hours from the date and time that payment is received.

5. Availability

ImageTrend is fully committed to providing quality service to all customers. To support this commitment, ImageTrend offers the following commitments related to application server Availability:

Availability Objective: ImageTrend will provide 99.5% Availability (as defined below) for the ImageTrend network services within ImageTrend's Immediate Control. For purposes, hereof, "Availability" or "Available" means the ImageTrend Services are available for access and use through the Internet.

"Immediate Control" includes ImageTrend's network services within the ImageTrend data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in ImageTrend's data center (i.e., public Internet connectivity).

Specifically excluded from the definition of "Immediate Control" are the following:

- a. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client or a third-party entity (or any of their vendors or service providers) and Client's or a third party entity's network services or end-user hardware.
- b. Acts or omissions of Client, their employees, contractors, agents or representatives, third party vendors or service providers or anyone gaining access to the ImageTrend Services at the request of Client.
- c. Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties.
- d. Delays or failures due to circumstances beyond ImageTrend's reasonable control that could not be avoided by its exercise of due care.
- e. Any outage, network unavailability or downtime outside the ImageTrend data center.

Availability Calculation: Availability is based on a monthly calculation. The calculation will be as follows: $((a - b) / a) \times 100$, where "a" is the total number of hours in a given calendar month, excluding Scheduled Maintenance (as defined below), and "b" is the total number of hours that service is not Available in a given month.

Offline Capability: The Software may have offline capability which provides redundancy when network or server back-end capability is not available. Periods of time when the Software's primary functions continue to function offline shall be excluded from the unavailability calculation "b" above.

Scheduled Maintenance: ImageTrend conducts scheduled maintenance, as necessary, every last Wednesday of the month. ImageTrend will perform scheduled maintenance within that maintenance window between the hours of 9:00 p.m. CST to 11:00 p.m. CST. ImageTrend may change the regularly scheduled maintenance window from time to time at ImageTrend's discretion upon reasonable notice to Client.

Service Disruption: Upon customer's written notice to ImageTrend, if Availability for the month is below the guaranteed level, ImageTrend will issue a credit to customer in accordance with the schedule below:

Availability: 99.0% - 99.5% = 5% of monthly hosting fee credited
 95.0% - 98.99% = 10% of monthly hosting fee credited
 90.0% - 94.99% = 15% of monthly hosting fee credited
 89.99% or below = 2.5% for every 1% of lost Availability (in no event exceeding 50% of monthly hosting fees)

ImageTrend maintains precise and objective Availability metrics, which shall be determinative when calculating any customer requested credit. ImageTrend maintained Availability metrics shall only be requested in good faith to address material customer concerns. To receive a credit, customers must specifically request it during the month following the month for which the credit is requested. Credits shall not be issued if a customer account is past due, suspended or pending suspension.

AGREEMENT

6. General

ImageTrend reserves the right to change or modify this SLA and the related services being provided to benefit its customers, including changes to hosting environments and infrastructure, provided that any such improvements shall adhere to the regulatory guidelines and best practices referenced herein.

AGREEMENT

EXHIBIT J

HIPAA – Business Associate Agreement

This Business Associate Agreement (“Agreement”) dated (the “Effective Date”), is entered into by and between **Pinellas County (FL)** located at 12490 Ulmerton Road Suite 134, Largo, Florida 33778 (the “Covered Entity”) and ImageTrend, Inc. a Minnesota corporation (the “Business Associate”).

WHEREAS, Covered Entity (also referred to as “Client”) 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;

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.
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

AGREEMENT

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

AGREEMENT

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

AGREEMENT

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. **If Client is a Governmental Entity the following clause does not apply:** 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.

AGREEMENT

- 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.

AGREEMENT

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:

ATTN: Compliance Department

12490 Ulmerton Road, Suite 134

Largo, Florida 33778

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.

AGREEMENT

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

AGREEMENT

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 undersigned parties, each having authority to bind their respective organizations, hereby agree

Client _____

ImageTrend, Inc. _____

Signature: _____

Signature:  _____

Print Name: _____

Print Name: Joseph T. Graw _____

Title: _____

Title: President / CEO _____

Date: _____

Date: 9/7/2022 _____