

**SOFTWARE SERVICES AGREEMENT**

**CONTRACT No.: 1986**

**BETWEEN**

**CITY OF MARICOPA  
39700 CIVIC CENTER PLAZA  
MARICOPA, AZ 85138**

**AND**

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



## SOFTWARE SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into on the date last written below, by and between the ImageTrend, Inc., a Minnesota corporation (hereinafter "IMAGETREND"), and City of Maricopa, an Arizona municipal corporation (hereinafter "CLIENT" or "CITY") concerning the Software services described in Exhibit A hereto, including all versions thereof.

### RECITALS

**WHEREAS**, IMAGETREND owns the Software as defined in Section 1; and

**WHEREAS**, CLIENT desires to obtain Software from IMAGETREND and a License for use of the Software; and

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

**WHEREAS**, in procuring the Software services and License through the City of Steamboat Springs Cooperative Contract No. 1844, the CITY has complied with the cooperative purchasing procedures set forth in Section 3-223 of the City of Maricopa's City Code; and

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

### **SECTION 1. DEFINITIONS.**

**"Authorized personnel"** means the employees of CLIENT and other contractors who work for CLIENT within the geographical boundaries of CLIENT.

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

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

**"License"** means an unlimited use of the software, without rights for resale, for the duration of the contract, defined as Software as a Service (SaaS).

**"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.

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

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

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

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

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

## **SECTION 2. TERM OF AGREEMENT.**

The term of this AGREEMENT shall be (1) one year from signature date, subject to Section 13 of this AGREEMENT, Termination. This AGREEMENT shall be subject to automatic annual renewal unless terminated by either party as provided below in Section 13, Termination.

## **SECTION 3. IMAGETREND SERVICES.**

The term “Services” means the services required by this Agreement, and includes all other labor, materials, equipment and services provided by IMAGETREND to fulfill the IMAGETREND's obligations. IMAGETREND agrees to perform the following Services:

- A. IMAGETREND shall provide Services as set forth in Exhibits A through H, which are incorporated into this Agreement:
- B. **SUPPLY OF SOFTWARE AND LICENSED INFORMATION.**  
IMAGETREND shall provide CLIENT software and services as detailed in Exhibit A.
- C. **MODIFICATIONS, IMPROVEMENTS AND ENHANCEMENTS.**  
During the term of this Agreement and for any extensions under Section 2, Term of Agreement, IMAGETREND will provide CLIENT with error corrections, bug fixes, patches or other updates to the Software in object code form, to the extent available in accordance with IMAGETREND's release schedule. If CLIENT desires to add new functions or make enhancements to the Software, CLIENT must, for additional consideration, negotiate with IMAGETREND to develop new functions or improvements to the existing Software. All such error corrections, bug fixes, patches, updates, or other improvements or modifications shall be the sole property of IMAGETREND.
- D. **PRODUCT DEVELOPMENT AND CUSTOM DEVELOPMENT**  
During the terms of this Agreement and any extensions under Section 2, CLIENT may request from IMAGETREND Product Development or Custom Development. The Development

Specifications and all fees related thereto will be detailed within a mutually agreed upon Statement of Work which will outline the initial functionality as defined during requirements gathering. Any change request outside of the scope of the project will be reviewed to determine if it is beneficial to others in the user community. If the requested change would be beneficial to the product as a whole, it may be included in a version release. Additional Support and Hosting fees may apply to Product Development or Custom Development. For client-specific requests, additional funding may be requested to accommodate changing requirements and/or additional requests.

**E. IMPLEMENTATION SERVICES**

1. IMAGETREND shall provide CLIENT with initial services such as the system configuration and installation into the ImageTrend hosting infrastructure.
2. "Train-the-trainer" training for administrators as detailed in Exhibit A. Additionally, online training videos and user guides in electronic format will be made available for the duration of this Agreement at no additional cost to CLIENT.

**E. MAINTAINENCE and SUPPORT.**

1. Application use support as detailed in Service Level Agreement Exhibit B.
2. Server hosting environment is monitored and supported 24/7 by the ImageTrend X Team. Contact information is available on the ImageTrend Support site for emergency purposes. Non-emergency related contact may be charged to the CLIENT.
3. Maintenance of IMAGETREND software, which includes scheduled updates and new releases, as well as defect correction as needed, is included. Specific out-of-scope system enhancement requests will be reviewed with the CLIENT and subject to approval if additional charges are necessary.

**SECTION 4. COMPENSATION.**

In accordance with the terms and conditions of this Agreement, CLIENT shall compensate IMAGETREND for its Services as follows:

See attachment Exhibit A, Pricing Agreement, which is incorporated into this Agreement.

**SECTION 5. GRANT OF LICENSE.**

**A. NON-EXCLUSIVE USE LICENSE.**

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

**B. PROTECTION OF SOFTWARE AND LICENSED INFORMATION.**

CLIENT agrees to respect and not 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 copy or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. CLIENT may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of IMAGETREND are reserved. IMAGETREND reserves all rights which are not expressly granted to CLIENT in this AGREEMENT.

CLIENT shall not 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.

- C. In the event the CLIENT deems the SaaS (Software as a Service) model unsatisfactory and IMAGETREND fails to make the appropriate corrective action in a timely fashion, IMAGETREND shall furnish the CLIENT, upon request from the CLIENT, with a perpetual use license to the software to be hosted at the CLIENT's facilities. CLIENT shall pay the cost of the license fee in full, Installation Costs and Support fees based on the current offering price provided by IMAGETREND, less any amortized payments made through the SaaS price model. IMAGETREND shall supply an updated price proposal for this option upon request. CLIENT agrees to grant IMAGETREND unlimited VPN access for installation and support purposes. CLIENT shall maintain at least the minimum system requirements as provided by IMAGETREND. This option expires upon the one-year anniversary of contract signing.

Additionally, ImageTrend will provide an Escrow Agreement with the CLIENT as beneficiary. All source code will be placed in an escrow account for the CLIENT. The Escrow Agreement has been included as Exhibit G.

D. **DATA OWNERSHIP AND DATA PROTECTION.**

All CLIENT data collected with IMAGETREND Software remains at all times the property of the CLIENT. IMAGETREND will not to use or make available any personally identifiable information other than for administering the CLIENT's account and collecting usage statistics in order to improve its products and services specifications. During the term of this AGREEMENT and after termination or expiration of this AGREEMENT, IMAGETREND will not in any way transfer to any third party or use in direct or indirect competition with the other party any information or data posted by CLIENT's and others on IMAGETREND's website and acknowledges that all such information is confidential.

Upon the termination of any agreement, with written request from the CLIENT, the CLIENT will receive an encrypted database file including all CLIENT data. The encryption key will be mailed under separate cover. The CLIENT is responsible for providing the proper contact for receiving this information. If the CLIENT requires regular database copies, ImageTrend can provide quarterly encrypted database files for an additional fee.

**SECTION 6. SOFTWARE ABSTRACT.**

- A. The ImageTrend Service Bridge/State Bridge/Rescue Bridge contains and stores the data elements of an emergency medical database, including data schema and values that may originate from traditional computer aided dispatch (CAD) sources and data values that may be used in billing from pre-hospital patient care. The emergency medical database does not contain vehicle path tracking information or data elements and/or values such as automatic vehicle location (AVL), flight plan data and landing zone specifications. The emergency medical database

does support integrations to third party CAD and billing solutions. The emergency medical database does not support any CAD or billing functions executed directly from the database.

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

**SECTION 7. PROTECTION AND CONFIDENTIALITY.**

A. ACKNOWLEDGEMENT.

CLIENT hereby acknowledges and agrees that the Software and Licensed Information provided hereunder constitute and contain valuable proprietary products and trade secrets of IMAGETREND and/or its suppliers, embodying substantial creative efforts and confidential information, ideas and expressions. Accordingly, CLIENT agrees to treat (and take precautions to ensure that its authorized personnel treat) the Software and Licensed Information as confidential in accordance with the confidentiality requirements and conditions set forth below.

B. MAINTENANCE OF CONFIDENTIAL INFORMATION.

Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that the provisions of this Section 7 shall not apply to information which: (i) is in the public domain; (ii) has been acquired by CLIENT by normal means upon the disclosure of the information by IMAGETREND; (iii) is duly obtained by CLIENT directly or indirectly from a third party who has independently developed the information and is entitled to disclose the information to CLIENT, and such disclosure does not directly or indirectly violate the confidentiality obligation of such third party; or (iv) becomes known publicly, without fault on the part of CLIENT, subsequent to the receipt of the information by CLIENT.

C. SURVIVAL.

This Section 7 shall survive the termination of this AGREEMENT or of any license granted under this AGREEMENT.

**SECTION 8. WARRANTIES.**

A. PERFORMANCE.

IMAGETREND warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other

than IMAGETREND and its agents make any unauthorized amendment or change to the Software in any manner.

**B. OWNERSHIP.**

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

**C. LIMITATIONS ON WARRANTY.**

All of IMAGETREND's obligations under this Section 8 shall be contingent on CLIENT's use of the Software in accordance with this AGREEMENT and in accordance with IMAGETREND's instructions as provided by IMAGETREND in the Licensed Information, and as such instructions may be amended, supplemented, or modified by IMAGETREND from time to time. IMAGETREND shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field.

The express warranties provided herein are the only warranties made by IMAGETREND with respect to the Software and supersede all other express or implied warranties, including, but not limited to, any warranties of merchantability and warranties for any special purpose.

**SECTION 9. LIMITATION OF LIABILITY FOR BREACH OF WARRANTY.**

Unless otherwise provided in this Agreement, CLIENT's exclusive remedy for any damages or losses arising out of IMAGETREND's breach of Section 8 Warranties shall be, at CLIENT's option, either (i) immediate release from the agreement; or (ii) repair of the Software.

**SECTION 10. INDEMNITY**

IMAGETREND (which includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless CLIENT, as well as any agents thereof from all claims, damages, judgments, loss and expenses, including but not limited to reasonable attorney's fees, court costs, and the cost of appellate proceedings arising out of, or alleged to have resulted from negligent acts or omissions, willful misconduct, whether active or passive, on the part of IMAGETREND, its employees, agents, or any tier of subcontractors in the performance of this Agreement, notwithstanding that CLIENT may have benefitted from their services. This section shall survive the expiration or early termination of the Agreement.

Except for the foregoing claims, CLIENT, as well as any agents thereof agrees to indemnify, defend, and hold harmless IMAGETREND from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, arising out of, or alleged to have resulted from, CLIENT's data infringing the intellectual property rights or other rights of a third party, or in any legal proceeding against IMAGETREND for the purpose of obtaining CLIENT data.

**SECTION 12. INSURANCE REQUIREMENTS.**

**A. General.**

- i. Insurer Qualifications. Without limiting any obligations or liabilities of IMAGETREND, IMAGETREND shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to CLIENT. Failure to

maintain insurance as specified herein may result in termination of this Agreement at the CLIENT's option.

- ii. No Representation of Coverage Adequacy. By requiring insurance herein, the CLIENT does not represent that coverage and limits will be adequate to protect IMAGETREND. CLIENT reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but have no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve IMAGETREND from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- iii. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, CLIENT, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- iv. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by CLIENT, unless specified otherwise in this Agreement.
- v. Primary Insurance. IMAGETREND's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of CLIENT as an Additional Insured.
- vi. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.
- vii. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against CLIENT, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of IMAGETREND. IMAGETREND shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- viii. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to CLIENT. IMAGETREND shall be solely responsible for any such deductible or self-insured retention amount.
- ix. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, IMAGETREND shall execute written agreement with the Subcontractor containing the



indemnification provisions and insurance requirements (unless waived by CLIENT in CLIENT's sole discretion) set forth herein protecting CLIENT and IMAGETREND. IMAGETREND shall be responsible for executing the agreement with the Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

x. Evidence of Insurance. Prior to commencing any work or services under this Agreement, IMAGETREND shall furnish CLIENT with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by IMAGETREND 's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, CLIENT shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be the IMAGETREND's responsibility to forward renewal certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates of insurance shall specifically include the following provisions:

1. CLIENT, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
  - (a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
  - (b) Auto Liability - Under ISO Form CA 2048 or equivalent.
  - (c) Excess Liability - Follow Form to underlying insurance.
2. IMAGETREND's insurance shall be primary insurance as respects performance of the Agreement.
3. All policies, including Workers' Compensation, waive rights of recovery (subrogation) against CLIENT, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by IMAGETREND under this Agreement.
4. A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

B. Required Insurance Coverage.

i. Commercial General Liability. IMAGETREND shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a

\$4,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury or death, personal injury, advertising injury and property damage. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, CLIENT, its agents, representatives, officers, officials, volunteers and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

ii. Vehicle Liability. IMAGETREND shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the IMAGETREND's owned, hired and non-owned vehicles assigned to or used in the performance of the IMAGETREND's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, CLIENT, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

iii. Professional Liability (Errors and Omissions Liability). IMAGETREND shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by IMAGETREND, or anyone employed by IMAGETREND, or anyone for whose negligent acts, mistakes, errors and omissions IMAGETREND is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, IMAGETREND warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

iv. Workers' Compensation Insurance. IMAGETREND shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of IMAGETREND 's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

C. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to CLIENT.

**SECTION 13. TERMINATION.**

**A. TERMINATION WITHOUT CAUSE.**

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

**B. CUSTOM DEVELOPMENT TERMINATION**

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

**C. TERMINATION FOR CAUSE.**

This AGREEMENT may be terminated by the non-defaulting party by giving not less than thirty (30) days prior written notice of termination if any of the following events of default occur: (i) if a party materially fails to perform or comply with this AGREEMENT or any provision hereof; (ii) if either party fails to strictly comply with the provisions of Section 7, above, or makes an assignment in violation of Section 15, below; (iii) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (iv) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended from time to time, is filed by a party; or (v) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.

**SECTION 14. COOPERATIVE USE**

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

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

**SECTION 15. NONASSIGNABILITY.**

Neither party shall assign this AGREEMENT or its rights hereunder, either in whole or in part without the prior written consent of the other party. IMAGETREND shall not assign any monies due or to become due to it hereunder without the prior written consent of CLIENT.

**SECTION 16. GOVERNING LAW.**

The parties agree that the law governing this AGREEMENT shall be that of the State of Arizona. . The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this

Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

#### **SECTION 17. COMPLIANCE WITH LAWS.**

- A. **AMERICANS WITH DISABILITIES ACT:** This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. (Non-Discrimination: IMAGETREND shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. IMAGETREND shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.)
- B. **FEDERAL REGULATIONS:** Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. IMAGETREND acknowledges, by signature to this Agreement, that: IMAGETREND is not currently suspended or debarred from contracting with the federal government or any of its agencies or the State of Arizona or any of its political subdivisions; IMAGETREND's principals are not currently suspended or debarred from contracting with the federal government or any of its agencies or the State of Arizona or any of its political subdivisions.
- C. **UNDOCUMENTED WORKERS:** IMAGETREND understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986. Under the provisions of A.R.S. §41-4401, IMAGETREND hereby warrants to CLIENT that IMAGETREND and each of its subcontractors ("Subcontractor") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Immigration Warranty"). A breach of the Immigration Warranty shall constitute a material breach of this Agreement and shall subject IMAGETREND to penalties up to and including termination of this Agreement at the sole discretion of CLIENT. CLIENT retains the legal right to inspect the papers of any contractor or Subcontractor employee who works on this Agreement to ensure that the contractor or Subcontractor is complying with the Immigration Warranty. IMAGETREND agrees to assist CLIENT in regard to any such inspections. CLIENT may, at its sole discretion, conduct random verification of the employment records of IMAGETREND and any of subcontractors to ensure compliance with Immigration Warranty. IMAGETREND agrees to assist CLIENT in regard to any random verifications performed.

Neither IMAGETREND nor any Subcontractor shall be deemed to have materially breached the Immigration Warranty if they establish that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

The provisions of this paragraph must be included in any contract IMAGETREND enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor.

D. CONFLICTS OF INTEREST: The provisions of A.R.S. §38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.

**SECTION 18. WAIVER.**

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

**SECTION 19. NOTICES.**

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or sent first class certified mail, postage prepaid, return receipt requested addressed to the respective parties as follows:

**TO CLIENT:** City of Maricopa  
39675 W. Civic Center Plaza  
Maricopa, AZ 85138

ATTENTION: City Manager

**TO IMAGETREND:** ImageTrend, Inc.  
20855 Kensington Blvd.  
Lakeville, MN 55044  
ATTENTION: Mike McBrady

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

**SECTION 20. FORCE MAJEURE.**

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

**SECTION 21. ARBITRATION.**

Any dispute between IMAGETREND and CLIENT under this Agreement shall be resolved by nonbinding arbitration before commencement of litigation by a mutually-selected arbitrator. In the event that the parties cannot agree upon the selection of an arbitrator within seven (7) days, then within three (3) days thereafter, CLIENT and IMAGETREND shall request the presiding judge of the Superior Court in and for the County of Pinal, State of Arizona, to appoint an independent arbitrator. The arbitration shall be held under the rules of the American Arbitration Association (STATE). If an arbitrator cannot be agreed upon by the parties within seven (7) days, IMAGETREND and CLIENT shall request the presiding judge of the Superior Court in and for the County of Pinal, State of Arizona, to appoint an independent arbitrator. IMAGETREND and CLIENT shall each be entitled to present evidence and argument to the

arbitrator. The arbitrator shall have the right only to interpret and apply the provisions of this Agreement and may not change any of its provisions. The arbitrator shall permit reasonable pre-hearing discovery of facts, to the extent necessary to establish a claim or a defense to a claim, subject to supervision by the arbitrator. The arbitrator shall give written notice to the parties stating his determination, and shall furnish to each party a signed copy of such determination. This determination and the results of the arbitration shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the final decision of the arbitrator. IMAGETREND and CLIENT shall equally share the cost of the arbitration.

#### **SECTION 22. INTERPRETATION.**

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

#### **SECTION 23. INDEPENDENT CONTRACTOR**

IMAGETREND shall at all times during IMAGETREND's performance under this Agreement retain IMAGETREND's status as an independent contractor. IMAGETREND's employees shall under no circumstances be considered or held to be employees or agents of CLIENT, and CLIENT shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or IMAGETREND.

#### **SECTION 24. LABOR AND MATERIALS**

Unless otherwise provided in this Agreement, IMAGETREND shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. IMAGETREND shall deliver, handle, store and install materials in accordance with manufacturers' instructions.

#### **SECTION 25. TAXES**

IMAGETREND shall pay sales, consumer, use and similar taxes that are legally required when the Agreement is executed.

#### **SECTION 26. LICENSE**

IMAGETREND represents and warrants that any license necessary to perform the Work under this Agreement is current and valid. IMAGETREND understands that the activity described herein constitutes "doing business in the City of Maricopa" and IMAGETREND agrees to obtain a business tax license pursuant to Article 8-1 of the City of Maricopa's City Code and keep such license current during the term of this Agreement. Any activity by subcontractors within the corporate city limits, will invoke the same business tax regulations on any subcontractors, and IMAGETREND ensures its subcontractors will obtain any required business tax license.

#### **SECTION 27. PERMITS FEES AND NOTICES**

IMAGETREND shall obtain and pay for all permits and fees, licenses, and inspections necessary for proper execution and completion of the work. IMAGETREND shall comply with and give notices required by agencies having jurisdiction over the work. If IMAGETREND performs work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations, IMAGETREND shall assume full

responsibility for such work and shall bear the attributable costs. IMAGETREND shall promptly notify CLIENT in writing of any known inconsistencies in this Agreement with such governmental laws, rules and regulations.

**SECTION 28. RIGHT OF CLIENT TO CONTRACT WITH OTHERS**

Nothing in this Agreement shall imply CLIENT is obligated to obtain the services described herein with only this particular contractor. IMAGETREND shall coordinate and cooperate with separate contractors employed by CLIENT.

**SECTION 29. SEVERABILITY**

If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

**SECTION 30. SIGNATOR'S WARRANTY.**

Each party warrants to each other party that he or she is fully authorized and competent to enter into this AGREEMENT, in the capacity indicated by his or her signature and agrees to be bound by this AGREEMENT.

**SECTION 31. PRIOR AGREEMENTS AND AMENDMENTS.**

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

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

APPROVED AS:

"CLIENT"

"IMAGETREND"

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Michael J. McBrady

Title: \_\_\_\_\_

Title: President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## **EXHIBITS**

**EXHIBIT A** – Pricing Agreement

**EXHIBIT B** – Service Level Agreement

**EXHIBIT C** – HIPAA Business Associate Agreement

**EXHIBIT D** – Insurance Certificate

**EXHIBIT E** – Statement of Work – Rescue Bridge

**EXHIBIT F** – Statement of Work – CAD

**EXHIBIT G** – Escrow Agreement

**EXHIBIT H** – EDS Data Security Policies and Procedures



**EXHIBIT A – PRICING AGREEMENT**

ImageTrend's license and annual support are based upon 3,000 annual incidents as provided by Client. ImageTrend reserves the right to audit the annual incident volume and the option to increase future support costs, with 30-day prior written notification to the client, if the number of annual incidents increases substantially and has a resulting effect of increased support calls to ImageTrend.

**Pricing Agreement**

<b>One-Time Fees</b>	<b>Units</b>	<b>Price</b>	<b>Extended</b>
Rescue Bridge Setup and Project Management	1	\$4,500.00	\$4,500.00
Auto-Post from Rescue Bridge to State Bridge	1	\$500.00	\$500.00
Training Sessions – Onsite (Full Day M-F)	3	\$1,000.00	\$3,000.00
Travel per Trainer for Onsite Training	1	\$1,500.00	\$1,500.00
<b>TOTAL One-Time Fees</b>			<b><u>\$9,500.00</u></b>

<b>Recurring Fees</b>	<b>Units</b>	<b>Price</b>	<b>Extended</b>
Rescue Bridge Complete Annual SaaS Fee	3,000	\$3.50	\$10,500.00
Field Bridge w/NFIRS Tab Site License via State Contract	3,000	(\$0.75)	(\$2,250.00)
Mobile Fire Inspections	1	Included	Included
CAD Integration Annual SaaS Fee – Phoenix CAD	1	\$2,500.00	\$2,500.00
Auto-Post from Rescue Bridge to State Bridge Annual Support	1	\$100.00	\$100.00
<b>TOTAL Recurring Fees</b>			<b><u>\$10,850.00</u></b>

**TOTAL Year 1 \$20,350.00**

<b>Optional*</b>	<b>Units</b>	<b>Price</b>	<b>Extended</b>
Scheduler Setup Fee	1	\$2,500.00	
Scheduler Annual SaaS Fee	1	\$400.00	
Investigations Setup Fee	1	\$1,500.00	
Investigations Annual SaaS Fee	1	\$240.00	
Visual Informatics – Analytics Setup Fee (includes EMS Cube) <i>Includes: Analytics, Pie Charts, Charting, Widgets, Interactive Alerting Engine</i>	1	\$1,000.00	
Visual Informatics Annual SaaS Fee	1	\$1,800.00	
Additional Cube Setup Fee (includes Fire Cube)	1	\$1,000.00	
Additional Cube Annual SaaS Fee	1	\$1,800.00	
MARS Setup Fee	1	\$2,500.00	
MARS Annual SaaS Fee	1	\$600.00	
Out of Scope billed at \$125/Hour		\$125.00	
Onsite Training Sessions @ \$1,000/day		\$1,000.00	
Travel per Trainer (for Onsite Training at Client's Facility Training)*** @ \$1,500/trainer/trip		\$1,500.00	
Webinar Training Sessions (2 hour session M-F during ImageTrend's Standard Business Hours) \$250/session		\$250.00	

\*The Client may elect to purchase additional services as set forth in the options identified above at the scheduled price amounts at any time during the initial term of the project. The Client shall exercise said options by written notice to ImageTrend.

**Payment Terms:**

- a. Upon contract signature, 50% of Total Year 1 will be invoiced. The remaining 50% will be invoiced independently upon completion of each item
- b. The Recurring Fees will be billed annually in advance.

**Pricing escalation factors:**

- a. All Annual SaaS Fees are based upon anticipated usage and are subject to an annual usage audit, which may affect future fees.
- b. IMAGETREND reserves the right to reevaluate and potentially increase the ongoing support services rates for the subsequent years. The increase shall not, however, exceed inflation. Inflation shall be defined by the Consumer Price Index (CPI-U) from the Department of Labor's Bureau of Labor Statistics for the Minneapolis-St. Paul, MN-WI urban areas for the published 12 months prior to the term for which the rates may be adjusted. Rates established under this method are then good for the next year. Subsequent years are based on the immediate year's rates.
- c. At least 120 days prior to the end of each contracted term IMAGETREND will establish and communicate to CLIENT any of the anticipated increases allowed above.

**Statements/Invoices should be mailed to:**

City of Maricopa  
Attn: City Manager  
39675 W. Civic Center Plaza  
Maricopa, AZ 85138

**ImageTrend Salesperson Contact:**

Todd York  
952-469-1589  
tyork@imagetrend.com  
contracts@imagetrend.com

## **EXHIBIT B – SERVICE LEVEL AGREEMENT**

### **SOFTWARE AS A SERVICE (SAAS)**

#### **VERSION 3.0**

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

#### **1. Hosting at the ImageTrend's Datacenter**

ImageTrend's hosting environment provides **99.9% availability** and is comprised of state-of-the-art Blade Servers and SAN storage that are configured without single points of failure through software and infrastructure virtualization, blade enclosure redundancies and backup storage policies. Our Compellent SAN has a fiber channel backend, currently hosts 8TB of storage, has dual storage controllers with redundant power supplies and redundant paths to disk, and hot swappable drives. We do offsite replication to disk on a second SAN. Scheduled maintenance and upgrades do not apply to the system availability calculation and all CLIENTs are properly notified of such scheduled occurrences to minimize accessibility interruptions.

##### ***Hardware***

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

- Independent Application and Database Servers
  - Microsoft SQL Server 2012
  - Microsoft Windows Server 2008
- Redundant Power Supplies
- Off-Site Idle Emergency Backup Servers (optional)
- Sonicwall VPN Firewall
- Redundant Disk configuration
- Disk Space allocation and Bandwidth as contracted

##### ***Physical Facility***

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

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

##### ***Data Integrity***

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

- Daily Scheduled Database and Application Backups.
- Daily Scheduled backup Success/Failure notification via cell-phone and email

## 2. Application and Hosting Support

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

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

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

ImageTrend's Support Team is available 24/7 at [support@imagetrend.com](mailto:support@imagetrend.com) and [www.imagetrend.com/support](http://www.imagetrend.com/support) as well as Monday through Friday from 8:00 am to 5:30 pm CST at:

Toll Free: 1-888-730-3255

Phone: 952-469-1589

### ***Online Support Desk***

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

### ***Incident Reporting Malfunctions***

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

Severity Level	Examples of each Severity Level:	Notification Acknowledgement: ImageTrend Return Call to Licensee after initial notification of an Error	Action Expectation: Anticipated Error resolution notification after ImageTrend Return Call to Licensee of Notification Acknowledgement of an error.
Severity 1 – Critical	<ul style="list-style-type: none"> <li>- Complete shutdown or partial shutdown of one or more Software functions</li> <li>- Access to one or more Software functions not available</li> <li>- Major subset of Software application impacted</li> </ul>	Within one (1) hour of initial notification during business hours or via <a href="mailto:support@imagetrend.com">support@imagetrend.com</a> or Support Desk with critical subject status.	Six hours
Severity 2 – Non-Critical	<ul style="list-style-type: none"> <li>- Minor subsystem failure</li> <li>-Data entry or access impaired on a limited basis – usually can be delegated to local client contact as a first level or response for resolution – usually user error (i.e. training) or forgotten passwords</li> </ul>	Within four (4) hours of initial notification	24 Business hours
Severity 3 – Non-essential	<ul style="list-style-type: none"> <li>- System operational with minor issues; suggested enhancements as mutually agreed upon – typically covered in next version release as mutually agreed upon.</li> </ul>	Same day or next business day of initial notification	Next Release

**Service Requests (enhancements)**

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

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

**Out of Scope**

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

***Maintenance and Upgrades***

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

***Escalation***

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

## EXHIBIT C – HIPAA BUSINESS ASSOCIATE AGREEMENT

### **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) dated \_\_\_\_\_, 201\_\_ (the “Effective Date”), is entered into by and between the City of Maricopa, an Arizona Municipal Corporation (the “Covered Entity”) and ImageTrend, Inc. a Minnesota corporation (the “Business Associate”).

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

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

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

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

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

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

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

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

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

Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in the same manner.

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



determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.
6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.
7. **Records and Audit.** Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.
8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312 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. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate's response to the Security

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

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

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

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

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

10. **Term and Termination.**

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

(30) days written notice to Business Associate.

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

If to Covered Entity:

City of Maricopa  
39675 W. Civic Center Plaza  
Maricopa, AZ 85138  
Attn: City Manager

Compliance Office

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Business Associate:

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

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

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

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

**COVERED ENTITY:**

**BUSINESS ASSOCIATE:**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name)

Michael J. McBrady  
\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)

President  
\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**EXHIBIT D – INSURANCE CERTIFICATE**

## **EXHIBIT E – Statement of Work – Rescue Bridge**

### **Overview**

IMAGETREND is delivering a fire/ePCR solution that consists of the Rescue Bridge, EMS Field Bridge and Mobile Fire Inspection, hosted at IMAGETRENDS data center. To complete this end to end solution there will be the following integration:

- A. CAD Integration – Phoenix CAD – As detailed in the CAD SOW

Since this is a product offering, the implementation process consists mostly of installation, testing, and training performed by IMAGETREND's personnel. Additionally the integrations, as contracted, will require a review of the various systems with which this system will communicate. The data elements, data file format, data exchange standard and the configuration mapping will need to be defined for each. As an open system, seamless data flow and exchange are the goal and accomplished with the support of multiple data file formats and an experienced integrations staff.

### **Project Planning**

The planning process will begin with a kickoff meeting after contract agreement. This will establish the groundwork for this venture, informing all parties of their roles and responsibilities. Additionally, guidelines will be laid for the infrastructure, data dictionary, data imports/exports and the exact details of the acceptance procedure will also be established. The initial steps of finalization of specifications and acceptance criteria will be accomplished with IMAGETREND's personnel and will be subject to approval by CLIENT's representative.

A task breakdown of a typical Implementation Plan follows:

- Rescue Bridge, Field Bridge and Mobile Fire Inspections Application Review to include data set, validation rules, system data exchange requirements, acceptance criteria, review training plan and deployment timeframes. CLIENT will be required to complete the implementation workbook;
- Present initial Project Plan deliverable consisting of Project Schedule, Testing Plan, Training Plan and Acceptance Plan;
- Ongoing monthly Status Reports until go-live and as mutually agreed upon thereafter;
- Rescue Bridge will be installed in the ImageTrend environment for Initial acceptance to include all agreed base functionality. The deliverable for this are the associated licenses;
- Training as specified in the training plan;
- CAD Integration(s)
- Standard Data Conversion
- Acceptance Testing
- Ongoing data collection and final acceptance review
- Go Live
- Ongoing annual support

### **Deliverables**

IMAGETREND will present the following deliverables (i.e., work products) to CLIENT for acceptance. Acceptance means that the deliverable is complete and meets expectations. Acceptance of deliverables on a timely basis is critical in order to avoid delays to the project and establish milestone payment points.

- Contract signature
- Project Plan deliverable consisting of Project Schedule, Testing Plan, and Training Plan;
- Monthly status reports
- Product Licenses
- Installation on ImageTrend's Servers
- Pilot Program Plan Initiation



- Training
- Each Integration acceptance
- Pilot Program completion
- Final Acceptance / Go Live

## Implementation

### ***Deployment***

As a product offering, the Rescue Bridge implementation begins with the deployment to the IMAGETREND server environment and configured to the details as completed in the implementation workbook completed by CLIENT staff. This will then be reviewed with CLIENT and initial testing can begin. Status updates and phone meetings will be held during the development phase to review functionality.

### ***Modifications and System Enhancements***

As a COTS system the Rescue Bridge will be implemented as is and will be configured for usage by the CLIENT's staff. Any modification or system enhancements that are not part of any scheduled release plan are considered out of scope and will be accomplished after a mutually agreed upon Statement of Work and costs has been established.

### ***Testing***

Testing will include performance, stability, data integrity, and connectivity measures. Complete testing and acceptance criteria are mutually detailed during the kick-off meeting. In general the tasks will be performed by the IMAGETREND's team with CLIENT team members responsible for review, modification requests and acceptance. Actual data collection during the pilot, however, is performed by the field personnel.

### ***Training***

The IMAGETREND's Training Curriculum will be reviewed with CLIENT to ensure that all courses address CLIENT's specific needs. "Train-the-trainer" sessions will train a designated person(s) from CLIENT in all aspects of system administration and usage and provides the basic materials for the training plan for all field personnel. IMAGETREND will provide the number of training days as specified in the Pricing Agreement.

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

IMAGETREND's Training Curriculum is broken down into two types of training sessions, User Training and Administrator Training.

- User Training.** IMAGETREND will provide training for up to 25 students total in the use of the Field Bridge, Mobile Fire Inspections and Rescue Bridge applications, 5 hours per day, 2 days. From 9:30am to 12noon, 1pm to 3:30pm. Training will be provided in Maricopa, AZ at an appropriate facility as determined by the IMAGETREND's Project Manager and the CLIENT Project Manager. These training costs will be paid for by CLIENT and are included in Exhibit A. Additional training may be purchased at \$1000 per day plus expenses for onsite training or \$125 / hour for webinar training.
- Administrator Training.** Administration Training will focus on system administration and all the features associated with maintaining the application. Additional training will focus on data collection as well as reporting and data analysis. Administration training will include the knowledge to provide Level 1 support and training to field personnel. It is recommended that this training be accomplished in groups, since the interactive questions and assistance improves the

learning process and establishes the communication links for the ongoing system usage. IMAGETREND will provide training on the installation, configuration, and maintenance of the Field Bridge and Rescue Bridge applications for technical support personnel (up to 10) for 8 hours per day, 1 day from 8:00am to 12noon, 1pm to 5:00pm. Training will be provided in Maricopa, AZ at an appropriate facility as determined by IMAGETREND's Project Manager and the CLIENT Project Manager. These training costs will be paid for by CLIENT and are included in Exhibit A. Additional training may be purchased at \$1000 per day plus expenses for onsite training or \$125 / hour for webinar training.

- c. **Documentation** will be provided in PDF format, which CLIENT will be allowed to reproduce for their own internal use. Access will also be provided to ImageTrend University, which contains self-guided tutorial online videos as additional educational materials, which can be used for either initial or refresher training. When accessing ImageTrend University through their application, users can view educational videos, manuals, quick guides and workbooks to assist them in better understanding our software and support train-the-trainer sessions. These manuals may be copied and/or digitized by CLIENT for CLIENT's internal use.

### ***Integrations***

The following integrations have been established to define the overall data flow goals. It is understood that during discovery and finalization of the requirements for each integration the data elements, data file format, data exchange method, mapping and validation will be defined. Modifications may be necessary to accommodate technical issues and feasibility constraints, as well as third party vendor cooperation. These will be clearly discussed with all alternatives to accomplish the most advantageous solution. CLIENT agrees to be responsible for facilitating necessary communications with the third party vendors. The actual implementation strategy and timeline will be mutually agreed upon.

#### **Technical Contacts**

##### CLIENT Contacts:

Title: Chief Information Officer  
Name: Gener Martel (Interim)  
Phone: 520-316-6804  
Email: Gene.Martel@maricopa-az.gov

##### CAD Contact:

Name:  
Title:  
Phone:  
Email:  
Version Number:  
Website:

### ***Final Deployment***

When preliminary testing has taken place an installation plan will be detailed for installation of the Rescue Bridge on IMAGETRENDS servers. Once the installation is completed, the training plan and Go Live procedure will be reviewed and modified if necessary. Testing will include performance, stability, data integrity and connectivity measures. At this point the full application usage will begin. At the end of this phase a status review and final acceptance meeting will be held.

### **Project Schedule**

- a. CLIENT Initial Implementation Schedule
- b. Prior to CLIENT's signature of this document, IMAGETREND and CLIENT will define and mutually agree to a Schedule of Services and associated Payment Schedule, included in Exhibit A, that will be reviewed, the milestones defined together with the requisite dollar payment for

each milestone. Pilot Phase needs to be defined with a date certain for completion and a go live date needs to be included (with acceptance of the system). These need to be specifically set out and approved by CLIENT and IMAGETREND prior to execution of the Agreement and may be reviewed and modified on an ongoing basis during the duration of the contract. Mutually agreed to changes can be accomplished without a contract amendment.

## **Customer Review and Acceptance**

### ***Acceptance of Deliverables***

When IMAGETREND has completed a Deliverable, IMAGETREND shall forward such Deliverable to CLIENT with an Acceptance Form. Acceptance of a Deliverable shall be based on its conformity to the Contract Documents. Within ten (10) working days after CLIENT's receipt of such Deliverable, or as otherwise mutually agreed by the parties, CLIENT shall return to IMAGETREND the Acceptance Form executed by CLIENT's project manager or shall forward to IMAGETREND's project manager a written report requesting modification. A signed acceptance form will be required prior to submitting an invoice for payment.

### ***Acceptance Testing***

CLIENT shall commence and complete acceptance testing in accordance with the Testing Plan submitted as part of the Project Plan. CLIENT shall evaluate the System for purposes of acceptance against the Acceptance Testing Criteria

### ***Final Acceptance***

Upon agreement between IMAGETREND and CLIENT that all Deliverables have been received and accepted, IMAGETREND shall certify in writing to CLIENT that the System is ready for First Full Functional Use.

### ***Special Considerations***

This section will detail all special considerations previously discussed and agreed to by CLIENT and IMAGETREND.

## EXHIBIT F – Statement of Work – CAD Integration

### Summary

This document provides business and technical requirements for integrating with CLIENT's Phoenix CAD system. ImageTrend will work with CLIENT to define the filters for each service ensuring the correct CAD data goes into the ImageTrend Application. ImageTrend will create data mapping that will ensure data coming from CLIENT's CAD is stored in the correct format and Data Elements within ImageTrend's application. ImageTrend may assist with the installation and setup of the ImageTrend CAD manager on the CLIENT CAD application server. ImageTrend will assist with testing to ensure that the correct data is coming from their CAD system and is being stored correctly within the ImageTrend application.

### Assumptions

- ImageTrend will create the mappings based on the discovery meeting conducted with CLIENT.
- ImageTrend's CAD Manager will be installed on a server that has access to CLIENT's CAD data

### Statement of Work

Description
<b>Permissions Setup</b>
<ul style="list-style-type: none"><li>• Set up a permissions group that will only allow services with CAD to view and download CAD information to Field Bridge</li></ul>
<b>CAD Manager Development</b>
<ul style="list-style-type: none"><li>• Complete initial setup<ul style="list-style-type: none"><li>○ Define data source and frequency for pulling the CAD data</li><li>○ Create data mappings between CAD data and ImageTrend data</li></ul></li><li>• Package and send installation files to client<ul style="list-style-type: none"><li>○ Installation of CAD Manager</li><li>○ Setup Windows Service</li></ul></li></ul>
<b>Data Mapping Setup</b>
<ul style="list-style-type: none"><li>• Create the mapping document<ul style="list-style-type: none"><li>○ Fields to be mapped are (ImageTrend → Houston)<ul style="list-style-type: none"><li>▪ Below are examples of possible Data Elements, the actual data will be defined during a discovery meeting presented by ImageTrend for CLIENT<ul style="list-style-type: none"><li>• Incident Address → TBD</li><li>• Incident City → TBD</li><li>• Incident State → TBD</li><li>• Incident ZIP → TBD</li><li>• Incident Date → TBD</li><li>• Incident Number → TBD</li><li>• Response Time → TBD</li><li>• Loaded Mileage → TBD</li></ul></li></ul></li></ul></li></ul>

<ul style="list-style-type: none"> <li>• Unit Assigned → TBD</li> <li>• Service/Agency Filter → TBD</li> </ul>
<b>Project Management</b>
<ul style="list-style-type: none"> <li>• Planning, meetings, documentation</li> </ul>
<b>Testing</b>
<ul style="list-style-type: none"> <li>• Testing within applicable environments (development, beta, alpha and live sites)</li> </ul>
<ul style="list-style-type: none"> <li>• Validate “Create ePCR from CAD” functionality</li> </ul>
<ul style="list-style-type: none"> <li>• Validate all Data Elements are properly mapped</li> </ul>
<ul style="list-style-type: none"> <li>• Validate EMS CAD Reconciliation Report</li> </ul>
<b>Allowance for Review and Revisions</b>
<ul style="list-style-type: none"> <li>• Review meetings for design and functionality, revision requests</li> </ul>
<b>Deployments and Implementations in Applicable Environments</b>
<b>Annual Support</b>
<b>Annual Hosting</b>

## Available Data Elements

### Integration Plan

Here is a list of Integration steps in order for you to integrate your CAD data into your Rescue Bridge/Field Bridge.

	<b>Title</b>	<b>Status</b>	<b>Owner</b>
Define CAD Data			
	Identify the CAD Software Name (e.ge. Tritech, Motorola) and Version		Client
	Identify CAD data source (i.e. flat file or database)		Client
	Define the desired data fields that will be exported from CAD system		Client
	Determine type of dispatch data (e.g. EMS, Fire, Police)		Client
Rescue Bridge/Field Bridge Setup			
	Setup/Create Dispatch Database		ImageTrend
	Web configuration setup for emswebservice3		ImageTrend
	Create CAD posting user		ImageTrend
	Turn on Dispatch Tab		ImageTrend

CAD Installation			
	To be provided by ImageTrend		Client/ImageTrend

**Base Data Elements**

The following list of base data elements defines the standard CAD integration data dictionary. Please review.

**EMS**

**Incident**

- AgencyId
- CadId
- IncidentNumber
- ResponseNumber
- PatientCareReportNumber
- IncidentDateTime
- PsapCallDateTime
- DispatchNotifiedDateTime
- UnitNotifiedDispatchDateTime
- UnitEnRouteDateTime
- UnitArrivedSceneDateTime
- ArrivedPatientDateTime
- TransferPatientCareDateTime
- UnitLeftSceneDateTime
- PatientArrivedDestDateTime
- UnitBackServiceDateTime
- UnitCancelledDateTime
- UnitBackHomeLocDateTime
- RunReportNarrative
- IncidentLocationType

**Address**

- StreetAddress
- StreetAddress2
- City
- CityFips
- County
- CountyFips
- State
- StateFips
- ZipCode
- Zone
- GpsLocationLatitude
- GpsLocationLongitude

**Unit**

UnitNumber  
CallSign  
PrimaryRole  
VehicleType  
ResponseModeToScene  
ComplaintReportedByDispatch  
EmdPerformed  
EmdCardNumber  
TypeOfServiceRequested  
VehicleDispatchLocation  
BeginOdomRead  
OnSceneOdomRead  
PatientDestOdomRead  
EndOdomRead

**UnitPersonnel**

CrewMemberId  
CrewMemberRole  
CrewMemberLevel

**Disposition**

DestinationName  
DestinationCode  
StreetAddress  
City  
County  
State  
ZipCode

**Patient**

LastName  
FirstName  
MiddleName  
StreetAddress  
StreetAddress  
City  
CityFips  
County  
CountyFips  
State  
StateFips  
ZipCode

**Fire**

**Fire**

AgencyId  
CadId  
IncidentNumber  
IncidentDate  
Station  
PsapDateTime  
AlarmDateTime  
ArrivalDateTime  
ControlledDateTime  
LastUnitClearedDateTime  
InserviceDateTime

### **Address**

StreetNumber  
StreetName  
StreetType  
StreetSuffix  
StreetAddress2  
City  
County  
State  
Zone  
GpsLocationLatitude  
GpsLocationLongitude

### **Apparatus**

ApparatusId  
DispatchDateTime  
EnrouteDateTime  
ArrivalDateTime  
ClearDateTime  
InserviceDateTime



## Multiple Vehicle Response Times

The screenshot below has been shown to the CLIENT and displays how the times are tracked for each unit. These records are tracked on the NFIRS side on the Apparatus/Personnel form. The screenshot shows the times that are tracked within the NFIRS record. On the EMS portion, one set of times per ePCR record is tracked. If there are multiple units responding, each can have their own ePCR record for time tracking purposes if there is no patient transport.

The screenshot displays the 'Demo Fire Bridge' web application interface. At the top, there are tabs for 'Basic (R)', 'EMS (0)', 'HazMat (0)', and 'Apparatus/Personnel (0)'. The 'Apparatus/Personnel (0)' tab is active, showing incident details: Validity: 100, FDI#: 01855, Incident Date: 01/24/2012, Alarm Date: 01/24/2012 10:46, Incident #: 0000821, Entered: 01/24/12 by Schiller Park, Status: N/A, Unlocked, State: MN, Station: 1410, Exposure: 0, Updated: 01/24/12 by Schiller Park.

The main section is titled 'NFIRS-9 Apparatus / Personnel'. It contains two tables of actions and personnel data.

Actions	Apparatus ID	Use	Dispatched	Enroute	Arrived	Cleared
<input checked="" type="checkbox"/>	ENG1	Suppression	10:46:30		10:49:13	11:03:10

  

Personnel	Rank	Role	Pay Rate	Time In	Time Out
Anderson, Arnold	Fire Fighter	Driver		10:46	11:03
Ballou, Rick		Crew 3		10:46	11:03
Bames, Summer		Officer		10:46	11:03

  

Personnel	Rank	Role	Pay Rate	Time In	Time Out
sbby1	Suppression			10:46:30	11:03:25
Campbell, Beth	Standby			10:46	11:03
ENG11	Suppression			10:46:30	11:03:25

Below the tables is the 'Apparatus' section with a form for 'Update Apparatus Actions Taken'. The form includes fields for Apparatus ID (ENG11), Apparatus Type (Engine (11)), Number of People (0), Date (01/24/2012), and Time (HH:mm:ss) for Dispatch (10:46:30), Enroute (10:50:20), Arrival (10:49:13), and In service (11:03:27). There are also radio buttons for Apparatus Use: Suppression (selected), EMS (2), and Other (0), and a checked checkbox for Sent.

The 'Actions Taken' section has four rows: Primary Action Taken (32, Provide basic life support (B)), Secondary Action Taken, Other Action Taken, and another Other Action Taken.

At the bottom, there are 'Save Apparatus' and 'Cancel' buttons. A black circle highlights the time tracking fields in the Apparatus section.

**EXHIBIT G – Escrow Agreement**

Client and ImageTrend, Inc. shall enter into a Technology Escrow Agreement that sets forth the conditions under which access to the ImageTrend Software will be released to Client in the “Event” of an occurrence such as ImageTrend’s dissolution.

An “Event” shall be defined as:

1. Action by ImageTrend under any state corporation or similar law for the purposes of dissolution;
2. Action by ImageTrend under any state insolvency or similar law for the purpose of its bankruptcy or liquidation;
3. A voluntary filing by ImageTrend of a petition for relief under Chapter 7 or Chapter 11 of the United States Bankruptcy Code;
4. The filing of an involuntary petition in bankruptcy against ImageTrend that is not dismissed within sixty (60) calendar days after its filing;
5. The occurrence of a material breach by ImageTrend of its obligations to provide support and maintenance of the ImageTrend Software, which material breach is not cured by ImageTrend within 180 days after ImageTrend’s actual receipt of notice of such material breach from Client.

The term " ImageTrend Software " means, collectively, source code deposited on computer magnetic media, test programs and program specifications, compiler and assembler descriptions, descriptions and locations of third-party computer programs required to use or support the ImageTrend Software, and technical documentation that ImageTrend uses to maintain or support the ImageTrend Software.

In the occurrence of an “Event”, ImageTrend’s escrow agent will be the sole arbiter of access to the ImageTrend Software.

If the ImageTrend Software is released to Client in accordance with the terms of this proposal and the terms of this Escrow Agreement, Client agrees that it may use the ImageTrend Software solely for the purpose of enabling Client to itself internally support and maintain its Licensed Use of the ImageTrend Software during the term in accordance with the terms and conditions of this proposal.

**All Notices to Beneficiary will be sent to the contact set forth below (to be completed by client).**

City of Maricopa  
39675 W. Civic Center Plaza  
Maricopa, AZ 85138

ATTENTION: City Manager

**Agreed and accepted:**

**ImageTrend:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Client :** \_\_\_\_\_

**Date:** \_\_\_\_\_

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**EXHIBIT H – EDS DATA SECURITY POLICIES AND PROCEDURES**