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**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Department of Public Health

SUBMITTAL DATE:
May 20, 2015

SUBJECT: Approval of the Professional Services Agreement with ImageTrend to provide prehospital data collection software and support services for the Emergency Medical Services system for ten (10) years. All Districts, [\$2,475,100 total]; [\$190,790 annually]; 100% funded by EMS system fees.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the Professional Services Agreement with Image Trend for prehospital data collection software and support services for the Emergency Medical Services system for ten (10) years, for a total amount of \$2,475,100; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to approve amendments that do not, in aggregate, exceed the 10% project contingency fund and sign amendments that do not change the substantive terms of the Agreement, as approved by County Counsel; and,
3. Authorize the Emergency Medical Services Agency (REMSA) Project Manager to execute project-operational documents that do not change the scope of work, terms and conditions of the Agreement and have no fiscal impact.

BACKGROUND:

Summary

Continued on page 2

BB:rp

Susan D. Harrington
 Susan D. Harrington, Director
 Department of Public Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 158,500	\$ 327,023	\$ 2,475,100	\$ 190,790	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

SOURCE OF FUNDS: Emergency Medical Services Fees (100%)	Budget Adjustment: No
	For Fiscal Year: 14/15 - 24/25

C.E.O. RECOMMENDATION: APPROVE

By: *Debra Cournoyer*
 Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: June 16, 2015
xc: Public Health, Purchasing

Kecja Harper-Ihem
 Clerk of the Board
 By: *Kecja Harper-Ihem*
 Deputy

Prev. Agn. Ref.: | **District:** All | **Agenda Number:**

3-39

PURCHASING & FLEET SERVICES: Lisa Brandl, Director
 Lisa Brandl, Director

FORM APPROVED COUNTY COUNSEL: 6/3/15
 BY: GREGORY P. PRIAMOS
 DATE: 6/3/15
 Departmental Concurrence

- Positions Added
- Change Order
- A-30
- 4/5 Vote

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of the Professional Services Agreement with ImageTrend to provide
prehospital data collection software and support services for the Emergency Medical Services
system for ten (10) years. All Districts, [\$2,475,100 total]; [\$190,790 annually]; 100%**

DATE: May 20, 2015

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

California Code of Regulations, Title 22, requires that the local Emergency Medical Services (EMS) agency has a system for pre-hospital data collection to evaluate emergency medical care. One of the top opportunities to improve the Riverside County EMS System identified by the system stakeholders during the recent evaluation process was the integration of information systems/technology across providers. In addition, an updated data standard has been introduced by the National EMS Information System, NEMSIS Version 3. The Riverside County Emergency Medical Services Agency (REMSA) solicited proposals for a single, integrated data management system and NEMSIS Version 3 compliant Electronic Patient Care Report (ePCR) to serve the countywide EMS System.

Impact on Citizens and Businesses

There is no negative impact on citizens or businesses in the County of Riverside. The improved data collection and reporting capabilities will have a positive impact on patient care within the EMS system.

SUPPLEMENTAL:

Contract History and Price Reasonableness

Purchasing released a Request for Proposal #HSARC – 285, soliciting proposals from more than 20 companies and advertising on the County's internet. Five competitive responses were received for the ePCR system, ranging from \$1,153,357 to \$3,171,800, based on projected costs for a five year period.

An evaluation team consisting of representatives from REMSA, a base hospital, and county and city fire departments reviewed the proposals. The evaluation team reviewed and scored the proposals based on the bidder's technical capabilities, system functionality, technical support, data mining and reporting features, overall responsiveness to the requirements of the scope of service, compliance with NEMSIS Version 3 data standards, software and equipment capability, references and the overall cost. Product demonstrations were held at the Purchasing Department, and ImageTrend was selected as the lowest cost, most responsive/responsible vendor, submitting a proposal for a perpetual license agreement, to be hosted by the vendor.

ImageTrend provided a three year Lease-to-Own option for the perpetual licenses for their EMS Elite, EMS Field and License management system (online certification) products, which spreads the cost of the licenses over the first three years. Initial integration/system set up fees will be paid in this fiscal year to integrate all EMS System partners into the same data system. Each agency is responsible for its own equipment and connectivity. Annual support/hosting fees are then paid each year in advance as long as the license is used by the County. The 10% contingency will allow for annual increases for system expansion, including addition of EMS System partners. Initial and annual costs are as follows:

Fiscal Year	Amount	Description
FY 14/15	\$158,501	Setup and Integration Fees (June 2015)
FY 15/16	\$327,023	1/3 License cost; annual support/hosting fees
FY 16/17	\$327,023	1/3 License cost; annual support/hosting fees
FY 17/18	\$327,023	1/3 License cost; annual support/hosting fees
FY 18/19	\$190,790	Annual support/hosting fees
FY 19/20 – 24/25	\$190,790 annually	Ongoing annual support/hosting fees
10 Yr Total:	\$2,475,100	

PROFESSIONAL SERVICE AGREEMENT

for

PREHOSPITAL DATA COLLECTION SOFTWARE AND SERVICES

between

COUNTY OF RIVERSIDE

and

ImageTrend, Inc.



6/16/15
3-39

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This Agreement, made and entered into this ____ day of _____, 2015, by and between ImageTrend, Inc., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Work, consisting of (2) Two pages at the prices stated in Exhibit B, Payment Provisions, consisting of (4) Four pages, and Attachment A, HIPAA Business Associate Attachment to the Agreement, consisting of (11) Eleven pages.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2025, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed initial and annual costs listed in Exhibit B including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any

specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first three years of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the third year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with Exhibit B Payment Provisions pursuant to invoices submitted to COUNTY by CONTRACTOR. COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Director, EMS Agency
Department of Public Health
P.O. Box 7600
Riverside, CA 92503

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number HSARC-95882-001-06/20; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears, except for the annual fees, which shall be paid in advance of the subsequent year.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for

payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, and have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, she may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 CONTRACTOR may terminate this Agreement without cause upon 180 days written notice served upon the COUNTY stating the intent and effective date of termination. CONTRACTOR will return funds to COUNTY on a pro-rata basis, if applicable.

5.3 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.4 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.5 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.6 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.8 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR specifically for COUNTY arising out of this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY. This section shall not be construed to include materials, reports or products created independently by CONTRACTOR not made specifically for COUNTY, including but not limited to: any material, report or product made prior to entering into this Agreement with the COUNTY; or any material, report or product which is merely a copy of an existing material, report or product which is produced for use by all CONTRACTOR customers. CONTRACTOR retains all rights, titles and interest in materials, reports or products covered by the previous sentence. For purposes of this Section, anything meeting the definition of "Licensed Information", as stated in this Agreement, will not be property of COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall

permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services

directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent,

capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment A of this agreement.

17. Administration/Contract Liaison

The County Emergency Medical Services Agency (REMSA) shall administer this Agreement on behalf of the COUNTY. The REMSA Director is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Purchasing and Fleet Services
(Attn: Richard P. Strickland)
2980 Washington St
Riverside CA 92509

CONTRACTOR

Image Trend, Inc.
20855 Kensington Blvd
Lakeville MN 55044

With copy to:

Director, EMS Agency
Department of Public Health
P.O. Box 7600
Riverside, CA 92503

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the

CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager

waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or

deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures, including but not limited to County policies A-58 and A-68. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including the Exhibits and Attachments listed in the Table of Contents, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

CONTRACTOR:

Signature: Marion Ashley

Signature: Michael J. McBrady

Print Name: Marion Ashley

Print Name: Michael J. McBrady

Title: Chairman, Board of Supervisors

Title: President

Dated: JUN 16 2015

Dated: May 28, 2015

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis
NEAL R. KIPNIS DATE 6/3/15

ATTEST:

KECIA HARPER-IHEM, Clerk

BY: [Signature]
DEPUTY

EXHIBIT A – SCOPE OF WORK

A. Selected Products and Services to be provided by CONTRACTOR:

1. Three Year Lease-to-Own Enterprise License, hosted by CONTRACTOR, for the NEMSIS Version 3 Elite EMS, Elite Field, and License Management System,
2. Provide the following products as described in Attachment C, "Product Descriptions", (including support/hosting):
 - a. ImageTrend Elite EMS License
 - b. ImageTrend Elite Field Site License
 - c. Hospital Hub Setup
 - d. NFIRS Tab
 - e. Virtual Informatics/EMS Cube
 - f. License Management System
3. Provide the following integrations (including support/hosting):
 - a. Billing integrations (TriTech/Zoll Billing Packages); as needed
 - b. AMR Billing Export (including PDF)
 - c. CAD Integrations (Fire and EMS – up to 15 included)
 - d. Digital Innovations EMS Data Exchange (NEMSIS V3)
 - e. C.A.R.E.S. Export
 - f. FirstWatch Export
 - g. License Management System with the following integrations:
 - i. National Registry
 - ii. Payment Gateway (REMSA selected)
4. Data Management – Provide a Service Bridge to store the NEMSIS 2 Legacy Data from the previous system. To include import, storage, ePCR generation and report writing.
5. Training and Project Management (Train-the-Trainer)
 - a. Year 1 – 5 days of onsite training
 - i. Additional 40 hours of webinar meetings and training for EMS License Management
 - b. Subsequent Years – 2 days of onsite training per year
6. Custom Development – 200 hours per year for custom enhancements
 - a. Hours will not be invoiced until a project is mutually agreed upon in writing and signature in the form of a Statement of Understanding (SOU) is completed;
 - b. CONTRACTOR will invoice ½ of the development up front and ½ upon conclusion of the development, testing and implementation.
7. Compatibility with Point of Service devices for Elite Field is updated continuously on the CONTRACTOR website and can be accessed at <http://www.imagetrend.com/support/system-requirements>

B. The Service Level Agreement is included herein by this reference as Exhibit C.

- C. The Software Licensing Agreement is included herein by this reference as Exhibit D.
- D. Contracting with EMS System Participants
 - 1. CONTRACTOR will not contract directly with any EMS system participants within the REMSA area of jurisdiction unless approved by COUNTY in writing in advance.
- E. Project Implementation Plan
 - 1. The Project Management Document is included herein by this reference as Attachment B.
 - 2. CONTRACTOR will develop a transition based implementation plan with the COUNTY during the kick-off phase. The final version approved by both parties and signed by the project managers will be included as part of the Project Management Document.
- F. Escrow Agreement
 - 1. CONTRACTOR, as the holder of the escrow agreement with Iron Mountain, will add the COUNTY as a beneficiary to CONTRACTOR's escrow agreement at no additional cost to the COUNTY.
 - 2. The beneficiary enrollment form provided by CONTRACTOR will be signed by the COUNTY Purchasing Agent and REMSA Project Manager and approved by County Counsel.

EXHIBIT B – PAYMENT PROVISIONS

A. CONTRACTOR will be paid based on a 3 Year Lease-to-Own agreement as follows:

COUNTY Fiscal Year	Amount	Description
Current FY	\$158,500	Setup and Integration Fees invoiced upon execution of contract
Year 1: FY 15/16	\$327,023	1/3 License cost; annual support/hosting fees
Year 2: FY 16/17	\$327,023	1/3 License cost; annual support/hosting fees
Year 3: FY 17/18	\$327,024	1/3 License cost; annual support/hosting fees
Year 4: FY 18/19	\$190,790	Annual support/hosting fees (+CPI, as applicable)
Years 5-10: FY 19/20-24/25	\$190,790 annually	Annual support/hosting fees (+CPI, as applicable)
10 Yr Total:	\$2,475,100	

B. Terms:

1. Following the COUNTY's payment for Year 3 described above, the COUNTY will own a non-transferable and non-exclusive perpetual license for the Elite EMS and License Management System to use in COUNTY's operations with support and hosting by CONTRACTOR as long as the recurring annual fees are paid.
2. The setup and integration fees as detailed in the chart of itemized costs (C, below) will be invoiced in advance upon execution of the agreement in June 2015. This includes integration options, data management options, EMS license management integration options, and training and project management options. A detailed account of each completed item will be submitted in writing monthly by CONTRACTOR to COUNTY and unspent money will be applied as a credit to training and/or system enhancements.
3. The recurring annual fees will be billed annually in advance as part of the 3 Year Lease-to-Own agreement. During Year 4, the annual fees will be adjusted based on the "go live" anniversary date.
4. Should the COUNTY terminate prior to the third and final payment on the Lease to Own Option, the perpetual use license will remain with CONTRACTOR and any additional fees may be due.
5. CONTRACTOR's license, annual support and hosting are based on 300,000 annual incidents as provided by COUNTY. CONTRACTOR reserves the right to audit the annual incident volume and the option to increase future support and hosting costs, with advanced notification to the COUNTY, if the number of annual incidents increases substantially and has a resulting effect of increased support calls and hosting requirements to CONTRACTOR.
6. All hosting fees are based upon anticipated usage. CONTRACTOR will take the first 3 year average to determine the baseline usage for bandwidth and storage per year and will not request an increase of fees unless there is an increase in usage of bandwidth and storage of 20% or more per year after year 3.

C. The itemized costs are herein described:

Description	Qty	Unit Price	Total
Software			
EMS/Fire Web-based Products			
ImageTrend Elite EMS/Service Bridge License	1	\$108,000.00	\$108,000.00
ImageTrend Elite EMS Annual Support	1	\$19,200.00	\$19,200.00
ImageTrend Elite EMS Annual Hosting	1	\$21,000.00	\$21,000.00
ImageTrend Elite EMS Setup Fee and Project Management	1	\$20,000.00	\$20,000.00
ImageTrend Elite EMS Modules Included			
<i>Auto-Post (if available)</i>			
<i>Certification Dashboard</i>			
<i>Documents</i>			
<i>Incident List</i>			
<i>Inventory</i>			
<i>QA/QI</i>			
<i>Report Writer (Transactional)</i>			
<i>Staff</i>			
<i>Training</i>			
<i>uPCR</i>			
NFIRS Tab Setup	1	\$22,500.00	\$22,500.00
NFIRS Tab Annual Support	1	\$4,000.00	\$4,000.00
NFIRS Tab Annual Hosting	1	\$5,400.00	\$5,400.00
EMS/Fire Mobile Products			
ImageTrend Elite Field Site/Field Bridge License	1	\$108,000.00	\$108,000.00
ImageTrend Elite Field Site License Annual Support	1	\$19,200.00	\$19,200.00
EMS/Fire Modules			
Hospital Hub Setup and Access Fee for Services	1	\$27,000.00	\$27,000.00
Hospital Hub Annual Support and Hosting	1	\$7,500.00	\$7,500.00
Number of Hospitals Included: unlimited			
Visual Informatics - Analytics Setup Fee (includes EMS cube)	1	\$43,200.00	\$43,200.00
<i>Includes: Analytics, Pie Charts, Charting, Widgets, Interactive Alerting Engine</i>			
Visual Informatics Annual Support	1	\$7,680.00	\$7,680.00
TOTAL Year 1 (Implementation + Annual Fees Year 1)			\$412,680.00
Annual Fees Year 2			\$83,980.00
Annual Fees Year 3			\$83,980.00
Three Year Total			\$580,640.00
Three Year Lease to Own Annual Fee Year 1			\$193,547.00
Three Year Lease to Own Annual Fee Year 2			\$193,547.00
Three Year Lease to Own Annual Fee Year 3			\$193,546.00
Annual Fees Year 4 and After			\$83,980.00

Description	Qty	Unit Price	Total
Integration Options			
Billing Integration (TriTech/ZOLL Billing Packages)	2	\$4,500.00	\$9,000.00
Billing Integration Annual Support	2	\$1,575.00	\$3,150.00
Standardized AMR Billing Export with Attachments			
Web Services Export of the NISE File and attachments	1	\$4,000.00	\$4,000.00
Web Services Export Annual Support	1	\$640.00	\$640.00
Web Services Export Annual Hosting (Bandwidth)	1	\$3,500.00	\$3,500.00
Inclusion of PDF			
PDF Export Annual Support	1	\$320.00	\$320.00
PDF Export Annual Hosting (Bandwidth)	1	\$2,500.00	\$2,500.00
CAD Integrations - Fire & EMS (up to 15 integrations included)			
CAD Annual Support and Hosting	15	\$3,000.00	\$45,000.00
CAD Annual Support and Hosting	15	\$1,166.67	\$17,500.00
Trauma (Digital Innovations) - EMS Data Exchange Setup Fee (NEMSIS 3)			
Trauma - EMS Data Exchange Annual Support	1	\$15,000.00	\$15,000.00
Trauma - EMS Data Exchange Annual Support	1	\$5,250.00	\$5,250.00
C.A.R.E.S. Export Setup			
C.A.R.E.S. Export Annual Support	1	\$20,000.00	\$20,000.00
C.A.R.E.S. Export Annual Support	1	\$3,200.00	\$3,200.00
FirstWatch Integration			
FirstWatch Integration Annual Support	1	\$12,500.00	\$12,500.00
FirstWatch Integration Annual Support	1	\$2,000.00	\$2,000.00
TOTAL Year 1			\$145,560.00
*Annual Fees after Year 1			\$38,060.00
Data Management Options			
NEMSIS 2 Legacy Data Import, Storage, ePCR Generation and Report Writing	1	\$30,000.00	\$30,000.00
NEMSIS 2 Legacy Data Annual Support and Hosting	1	\$10,500.00	\$10,500.00
TOTAL Year 1			\$40,500.00
*Annual Fees after Year 1			\$10,500.00

Training and Project Management Options			
Training Sessions - Onsite (Full Day M-F) - Year 1	5	\$1,000.00	\$5,000.00
Travel per Trainer for Onsite Training	3	\$1,500.00	\$4,500.00
Training Sessions - Onsite (Full Day M-F) - Additional Years	2	\$1,000.00	\$2,000.00
Travel per Trainer for Onsite Training	1	\$1,500.00	\$1,500.00
TOTAL Year 1			\$9,500.00
*Annual Fees after Year 1			\$3,500.00

Annual Custom Development Bucket	200	\$125.00	\$25,000.00
TOTAL Year 1			\$25,000.00
*Annual Fees after Year 1			\$25,000.00

Description	Qty	Unit Price	Total
EMS License Management			
EMS License Management Software License Purchase	1	\$63,000.00	\$63,000.00
EMS License Management Project Management and Setup	1	\$12,000.00	\$12,000.00
Standard Data Migration (Client to Populate ImageTrend Workbook)	1	Included	Included
Webinar Meetings and Training (based on ImageTrend's standard rate of \$125.00 per hour)	40	\$125.00	\$5,000.00
EMS License Management Annual Maintenance and Hosting Fees			
EMS License Management Annual Support	1	\$18,000.00	\$18,000.00
EMS License Management Annual Hosting	1	\$8,000.00	\$8,000.00
TOTAL Year 1			\$106,000.00
Annual Fees Year 2			\$26,000.00
Annual Fees Year 3			\$26,000.00
Three Year Total			\$158,000.00
Three Year Lease to Own Annual Fee Year 1			\$52,667.00
Three Year Lease to Own Annual Fee Year 2			\$52,667.00
Three Year Lease to Own Annual Fee Year 3			\$52,666.00
Annual Fees Year 4 and After			\$26,000.00
EMS License Management Integration Items			
EMS License Management Services			
EMS License Management National Registry Integration	1	\$7,500.00	\$7,500.00
EMS License Management National Registry Integration Annual Support	1	\$1,875.00	\$1,875.00
Payment Gateway (COUNTY Selected) Integration	1	\$7,500.00	\$7,500.00
Payment Gateway (COUNTY Selected) Integration Annual Support	1	\$1,875.00	\$1,875.00
TOTAL Year 1			\$18,750.00
*Annual Fees after Year 1			\$3,750.00

D. Breakdown of Annual Costs for 3 Year Lease-to-Own Licensed and Hosted Solution:

Description	Setup Fees	Year 1	Year 2	Year 3	Years 4-10	10 Yr Total
	FY 14/15	FY15/16	FY 16/17	FY 17/18	Annual Cost	
Elite EMS / Lic Mgmt Fee	\$0	\$136,233	\$136,233	\$136,234	\$0	\$408,700
Annual Support / Hosting	\$0	\$162,290	\$162,290	\$162,290	\$162,290	\$1,622,900
Integrations	\$122,500	\$0	\$0	\$0	\$0	\$122,500
Legacy Data Setup	\$30,000	\$0	\$0	\$0	\$0	\$30,000
Training	\$6,000	\$3,500	\$3,500	\$3,500	\$3,500	\$41,000
Custom Development	\$0	\$25,000	\$25,000	\$25,000	\$25,000	\$250,000
Total	\$158,500	\$327,023	\$327,023	\$327,024	\$190,790	\$2,475,100

EXHIBIT C – SERVICE LEVEL AGREEMENT

PERPETUAL USE LICENSE, IMAGETREND HOSTED SOLUTION VERSION 4.0

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

1. Hosting at the CONTRACTOR's Datacenter

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

Hardware

CONTRACTOR 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 2008R2
- 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 CONTRACTOR hosting facilities are located in downtown Minneapolis and Chicago with every industry standard requirement for hosting not only being met, but exceeded. Requirements such as power supply and power conditioning, normal and peak bandwidth capacity, security and fail over locations are all part of an overall strategy to provide the most reliable hosting facility possible.

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

Data Integrity

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

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

2. Application and Hosting Support

CONTRACTOR 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 CONTRACTOR software. CONTRACTOR 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

CONTRACTOR 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 CONTRACTOR.

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

Support Suite: www.imagetrend.com/support

Email: support@imagetrend.com

Toll Free: 1-888-730-3255

Phone: 952-469-1589

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

Online Support

CONTRACTOR offers an online support system which incorporates around-the-clock incident reporting of all submitted tickets to CONTRACTOR's application support specialists. Once a COUNTY submits a support ticket, he or she can track the progress with a secure login to the support application. The system promotes speedy resolution by offering keyword-based self-help services and articles in the knowledgebase, should COUNTYs wish to bypass traditional support services. Ticket tracking further enhances the efforts of Support Desk personnel by allowing CONTRACTOR 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

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

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

Service Requests (enhancements)

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

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

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 COUNTY's responsibility to accept all offered updates and upgrades to the system. If the COUNTY does not accept these, COUNTY should be advised that CONTRACTOR, at its discretion, may offer limited support for previous versions. All code releases also maintain the integrity of any COUNTY specific configurations (i.e. templates, addresses, staff information,

active protocols, etc.) that have been implemented either by CONTRACTOR's implementation staff or the COUNTY's administrative staff.

Escalation

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

EXHIBIT D – SOFTWARE LICENSING AGREEMENT

SECTION 1. DEFINITIONS.

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

“**Confidential information**” means the proprietary products and trade secrets of CONTRACTOR 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 COUNTY pursuant to this AGREEMENT which is deemed confidential under existing state and/or federal law.

“**Custom Development**” means that COUNTY contracts CONTRACTOR through a signed and accepted Statement of Understanding 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. CONTRACTOR maintains ownership of all Custom Development.

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

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

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

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

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

“**Software**” means the computer program(s) in machine readable object code form included in Attachment C Product Description for Elite_Field_LMS, including the executable processing programs comprising the various modules from the Software and the Licensed Information.

“**Statement of Understanding**” means the technical document which outlines mutually agreed upon system specification for Custom Development and associated hours from the custom development bucket or additional costs and payment terms if this is outside of the custom development bucket, and acceptance procedures. This document requires COUNTY acceptance and signature prior to beginning work.

“**Support**” means interactive telephone and e-mail support, computer based online training, product upgrades and enhancements, along with defect corrections, delivered from CONTRACTOR’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. REMOVED.

SECTION 3. GRANT OF LICENSE.

A. NON-EXCLUSIVE USE LICENSE.

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

B. IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE

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

C. PROTECTION OF SOFTWARE AND LICENSED INFORMATION.

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

COUNTY shall not, nor shall COUNTY permit any third-party to, copy or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. COUNTY 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 CONTRACTOR are reserved. CONTRACTOR reserves all rights which are not expressly granted to COUNTY in this AGREEMENT.

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

D. DATA OWNERSHIP AND DATA PROTECTION.

All COUNTY data collected with CONTRACTOR Software remains at all times the property of the COUNTY. CONTRACTOR will not to use or make available any personally identifiable information other than for administering the COUNTY's account and collecting usage statistics in order to improve our products and services specifications. During the term of this AGREEMENT and after termination or expiration of this AGREEMENT, CONTRACTOR 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 COUNTY's and others on CONTRACTOR's website and acknowledges that all such information is confidential.

E. COUNTY DATA.

Within thirty (30) days after the expiration of this AGREEMENT, the termination of this AGREEMENT, or CONTRACTOR is no longer in business, CONTRACTOR will deliver to the COUNTY its data, in machine readable format, on appropriate media, at the COUNTY's option. If the COUNTY wants the data to be delivered in a medium other than tape or CD, CONTRACTOR shall do its best to accommodate the COUNTY,

provided the COUNTY shall provide the medium on which the data is to be provided and shall pay for any additional cost incurred by CONTRACTOR in accommodating this request.

SECTION 4. SOFTWARE ABSTRACT.

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

- B. The ImageTrend Service Bridge/State Bridge/Rescue Bridge/ImageTrend Elite contains and stores the data elements of an emergency medical database as defined, described and mandated by the National EMS Information System (NEMESIS). The dataset was adopted by ImageTrend for State and local regulatory authorities as required by NEMESIS. The NEMESIS data schema and elements are the sole work of the NEMESIS organization in conjunction with the National Highway Traffic Safety Administration (NHTSA). The NEMESIS 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 NEMESIS dataset offers customer driven extensibility that allows the end user to extend and define the dataset at their own discretion.

SECTION 5. REMOVED.

SECTION 6. REMOVED.

SECTION 7. REMOVED.

SECTION 8. REMOVED.

SECTION 9. REMOVED.

SECTION 10. REMOVED.

SECTION 11. REMOVED.

SECTION 12. REMOVED.

SECTION 13. REMOVED.

SECTION 14. REMOVED.

SECTION 15. REMOVED.

SECTION 16. REMOVED.

SECTION 17. REMOVED.

SECTION 18. REMOVED.

SECTION 19. REMOVED.

SECTION 20. REMOVED.

SECTION 21. REMOVED.

SECTION 22. REMOVED.

SECTION 23. REMOVED.

SECTION 24. REMOVED.

Attachment A
HIPAA Business Associate Agreement
Addendum to Contract
Between the County of Riverside and

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the (the "Underlying Agreement") between the County of Riverside ("County") and ("Contractor") and shall be effective as of the date the Underlying Agreement is approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
 - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless

Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
- (c) Whether the PHI was actually acquired or viewed; and
- (d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

(a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.

(b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

(c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.

- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
 - 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - a) The disclosure is required by law; or,
 - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
 - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - ii. Notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,

- 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
 - C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.
3. **Prohibited Uses and Disclosures.**
- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
 - B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
 - C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
 - D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
 - 1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
 - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
 - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
 - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
 - D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
 - E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.
5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
 - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
 - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
 - D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
 - E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
 - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
 - G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
 - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
 - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
 - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.

- K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
 - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
 - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
 - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.
6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
 - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
 - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
 - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
 - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- 1. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
 - 2. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;

3. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 4. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
 5. Ensure compliance with the Security Rule by Contractor's workforce;
 6. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
 7. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
 8. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
 8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
- 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
 - 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
 - a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
 - b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
 - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,

- f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- 1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
 - 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.
11. **Termination.**
- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
- 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
 - 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely

manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.

- 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. Effect of Termination.

- 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12. General Provisions.

- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
 - 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
 - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: P.O. Box 1569
Riverside, CA 92502

County HIPAA Privacy Officer Fax Number: (951) 955-HIPAA or (951) 955-4472

----- **TO BE COMPLETED BY COUNTY PERSONNEL ONLY** -----

County Departmental Officer:

County Departmental Officer Title:

County Department Address:

County Department Fax Number:

ATTACHMENT B

RIVERSIDE COUNTY

EMERGENCY MEDICAL SERVICES (EMS) SYSTEM

APRIL 28, 2015

PROJECT MANAGEMENT DOCUMENT

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



IMAGETREND INC.

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Project Management Guide

This guide provides the background information for the implementation of the Electronic Patient Care Report (ePCR) and Record Management System (RMS) for the Riverside County Emergency Medical Services (EMS) System. Throughout this document, the Electronic Patient Care Report (ePCR) system and/or Records Management System will be referred to as ImageTrend Elite, and also encompasses Hospital Hub. This project also includes the License Management System.

Purpose of this Document

This document is to serve as the foundation for implementation of ImageTrend Elite (including Elite Field), ImageTrend Hospital Hub and License Management System to support Riverside County in achieving their goals. While portions of this document may stand alone during the process of the system implementation, this document is intended to capture all aspects of the project that require attention from stakeholders.

Project Description

This project includes gaining information about Riverside County's current operational processes and creating synthesis to the implementation goals of ImageTrend Elite, ImageTrend Hospital Hub and the License Management System. The ImageTrend Elite and ImageTrend Hospital Hub systems are to act as the ePCR and RMS solution in replacement of current processes relating to incident data collection and management. The License Management System is to act in replacement of current processes relating to the tracking of EMS applicants throughout the application process to certification and licensure, as well as re-certification and re-licensure processes and the amalgamation of existing systems.

Project Scope of Work

The scope of work is generally outlined within the Project Management Document between CONTRACTOR and Riverside County. Once milestones outlined in the Project Management Document are mutually agreed upon, CONTRACTOR resources will be assigned to those tasks for completion.

Project Organization

ImageTrend Inc.

Sales

Leads

Todd York, Senior Account Executive
tyork@imagetrend.com
(952) 469-6226

Eric Kaphingst, Sales Manager
ekaphingst@imagetrend.com
(952) 469-6228

Implementation/Training

License Management and Hospital Hub Lead

Angie Koch, Project Manager
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(952) 469-6167

ImageTrend Elite Lead

Kelly Pithan, Project Manager
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(952) 469-6194

Project Management

Lead

Kelly Pithan, Project Manager
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(952) 469-6194

Invoicing/Billing

Lead

Tamara Bicknese, Revenue and Process Manager
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952-469-1589 ext 4005

Contract

Lead

Trisha Moline, Contract & Proposal Manager
tmoline@imagetrend.com
952-469-1589 ext 4008

Development

Lead

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dvanorny@imagetrend.com
(952) 469-6229

Integrations

Lead

Sarah Ozanne, Senior Developer
sozanne@imagetrend.com
(952) 469-1589

Statements of Work

Lead

Ryan McCusker, Project Specialist
rmccusker@imagetrend.com
(952) 469-1589

Support

Lead

Alex Faust, Support Manager
afaust@imagetrend.com
1-888-730-3255

Other ImageTrend Contacts

Michael McBrady, President
mmcbrady@imagetrend.com
952-469-6212

Michael Patock, Vice President of Health Data Services
mpatock@imagetrend.com
952-469-6213

Rob Novak, Director of Accounting and Finance
rnovak@imagetrend.com
952-469-6193

Joe Graw, Vice President of Client Services
jgraw@imagetrend.com
952-469-6185

Riverside County

Project Manager

Lead

Scott Moffatt, EMS Specialist
smoffatt@rivcocha.org
951-358-5209

Information Technology

Lead

Juan Garrido
Juan.Garrido@rivcoit.org
951-377-5150

Escalation Contacts

Lead

Bruce Barton, REMSA Director
bbarton@rivcocha.org
951-358-5029

Contract

Lead

Renee Poselski, Contract & Grant Analyst
rposelski@rivcocha.org
951-358-5864

Escalation Procedures

Within this document, the means of communication are indicated during escalation of outstanding items. If at any time during this process you are not getting the response that you are expecting please follow the escalation steps provided so we can ensure arrival at an equitable solution. The following list illustrates the contact order of ImageTrend staff during escalation of project related tasks:

1. Implementation/Training Lead, Angie Koch or Kelly Pithan
2. Project Manager, Kelly Pithan
3. Vice President of Client Services, Joe Graw
4. Sales Manager, Eric Kaphingst
5. President, Mike McBrady

If there are technical support issues that need escalation during the implementation, please complete steps 1-3 and escalate further if needed:

1. Submit a ticket at: <https://support.imagetrend.com/supportdesk/>
2. Call the Support Team at: (888) 469-7789 or (952) 469-6132
3. Contact the Implementation/Training Lead, Angie Koch or Kelly Pithan
4. Contact the Project Manager, Kelly Pithan
5. Contact the Vice President of Client Services, Joe Graw

Training Framework

System Administrator and Configuration

CONTRACTOR will complete System Administrator training, which is designed to get system administrators technically competent with the configuration allowing CONTRACTOR to share in best practices in workflow design. CONTRACTOR will also complete Technical staff training, which expands on the system administrator training. This training is aimed at making the client self-sufficient on the system.

Operational Administrator

CONTRACTOR will complete Operational (or Internal End User) training, which provides the internal users with a foundation of knowledge to operate the system. CONTRACTOR also offers onsite training and focused webinar trainings by request.

User Self Help and Training

CONTRACTOR also provides ImageTrend University, which contains videos and system manuals that are available to users on demand.

Work Breakdown Structures

A work breakdown structure of ImageTrend Elite, Hospital Hub and License Management System are provided in Appendices A, B, and C of the Project Plan. Periodic meetings should be scheduled with your Project Manager, Kelly Pithan, to ensure timeline objectives are met. If at any time you would like to make changes to this list, please notify Kelly Pithan and a review process will ensue from there so we can help accommodate those adjustments. The work breakdown structures are intended to be used as working, living milestones that will be shared in order to keep all parties informed of the rollout and additional tasks that are required for completion.

The Implementation Change Management Process

The Change Management Plan process provides guidance to effectively manage project change needs during the implementation process. Changes to the project plan that impact the scope, timeline, or budget need to follow the change management process outlined. This includes but is not limited to, product enhancement requests, service requests and any other changes that may potentially affect the project scope. The implementation change management process is independent of the system change management process which guides the technical changes to the system.

Change Management Process

The Change Management process establishes an orderly and effective procedure for tracking the submission, coordination, review, evaluation, categorization, and approval for release of all changes to the project's baselines.

Change Management requests should be sent to support@imagetrend.com and identified as such in the subject of the message. The change management request will be assigned a ticket number and will be processed internally according to the information provided and evaluation processes described below.

Evaluating and Authorizing Change Requests

In order to evaluate and prioritize a change request, the priority and type of the change (paid and non-paid) are taken into consideration. The tables on the following pages define the priority and criteria types that are applicable for the project. The third table provides examples of commonly used project status types. The list of elements is at the discretion of the project manager.

Change Request Priority Criteria

Priority	Description
Critical	The project cannot move forward without this change
High	Extremely important to project stakeholders and may impact ability to complete project.
Medium	Important, but other alternatives may be applicable and typically alternate schedule impacts will be considered.
Low	Of little importance and workarounds are acceptable, while request is desirable.

Change Requests Types

Type	Description
Scope	Change affecting scope
Time	Change affecting time and duration
Cost	Change affecting cost
Resources	Change affecting resources
Deliverables	Change affecting deliverables
Product	Change affecting product
Processes	Change affecting process
Quality	Change affecting quality

Change Requests Status Types

Status	Description
Unassigned	Entered/Open but not yet approved or assigned
in Progress	CR approved, assigned, and work is progressing
In Review	CR work is completed and in final review prior to testing
Testing	CR work has been reviewed and is being tested
Closed	CR work is complete, has passed all tests, and updates have been released.

Change Management Plan

	Role	Name	Description
Identifies need for Change Request	Client	COUNTY	COUNTY identifies required changes within the system that go beyond the scope of the contract or statement(s) of understanding.
Prepare and Present Change Request Proposal	Project Manager	Kelly Pithan	Contributor will resolve change requests and present them to the ImageTrend Change Manager.
Approve Change Request Proposal	Change Manager	Joe Graw	Will approve change requests and lead conversations with the COUNTY for resolution on requests that need further understanding or are not approved.
Final Deliverable Definition	Technical Advisors	Joe Graw	Assesses technical aspects and merits, as well as resource impact of change request.
Schedule	Project Manager	Kelly Pithan	Communicates with Change Requestor any schedule impacts and applies these changes to the actual schedule.
Test and Final Acceptance	Project Manager and Change Requestor	Kelly Pithan / Joe Graw	Coordinates with Change Requestor Manager to ensure that the deliverable has been reviewed, tested and accepted in writing.

Change Request Proposal

When necessary a formal change request proposal will be presented to the COUNTY to ensure the accuracy of the change requests and define expectations.

Sample Change Request Proposal

Submitted By	Project Name and Number	Date	
Change Request Details			
Description of Change			
System Components Affected			
Estimated Completion Date			
Date _____			
Estimated Change Requirements	Hours	Rate	Estimated Cost
Hours of Programming	_____	XX.XX	\$ -
Hours of Designing	_____	XX.XX	\$ -
Hours of Project Management	_____	XX.XX	\$ -
Hours of Training	_____	XX.XX	\$ -
Hours of Documentation	_____	XX.XX	\$ -
Hours of Other Performance	_____	XX.XX	\$ -
Monthly Hosting Increase		XX.XX	\$ -
Estimated Total Cost			\$ -

Terms:

*The above mentioned items will be invoiced upon project completion with payment terms of net 30 days.

Agreed to and accepted by:
ImageTrend, Inc.

COUNTY Approval

Approved by: _____

Title: _____

Date: _____

The Technical Change Management Process

The technical change management process provides guidance to effectively manage technical changes – updates and hot fixes - to the system during and after the implementation phase. Technical changes to the system are coordinated and communicated to the Technical Contacts for the system roughly two weeks prior to the changes being made. Release notes are made available to communicate the fixes, enhancements, or deliverables that become available with the change. CONTRACTOR will work closely with COUNTYs to ensure that the timeline of these changes does not interfere with operational timelines associated with the system. CONTRACTOR encourages these updates to occur during normal business hours to ensure timely and full staff support can be assigned to changes. CONTRACTOR also discourages COUNTYs to withhold for receiving the technical changes as updates and hotfixes are intended to improve the overall software and resources to support older versions of the software, especially custom enhancements, becomes limited.

All changes to the system are designed, developed and tested internally prior to moving into the production environment.

Issue Tracking

Support Desk

The Image Support Desk ticket system is utilized to track and process issues. To report an issue you can:

- Phone: 888.469.7789 or 952.469.6132
- Support Desk: <https://support.imagetrend.com/supportdesk/>
- Email: support@imagetrend.com

Support tickets are entered into CONTRACTOR's Support Desk where our team will review the item, route accordingly, and contact the COUNTY with the resolution.

An automated response to the support ticket should be received upon submission to include an assigned support ticket number.

When inquiring about the status of a task, log in to Support Desk where ticket statuses are available, contact support directly referencing the ticket number and representative may be able to provide more detailed information on the status or contact your project manager.

For items requiring more involved development, it is placed in our TFS (Microsoft Team Foundation Server), where it is reviewed and determined as a defect, product enhancement, or out of scope. Those items that are determined as a defect or product enhancement will be placed in an internal 'sprint' process. Internal scheduling meetings occur weekly to determine which items will be in the sprint and their priority. Sprints are pushed out to COUNTYs accordingly in our standard updates. COUNTYs are alerted prior to the update and provided with Release Notes.

Issue Resolution

Support Desk

The status of a ticket within Support Desk will serve as the status of the issue. As issues are resolved, their status will be changed to Closed. Those issues requiring COUNTY input will be in a status of *Awaiting Cust Resp*. All other statuses indicate that the ImageTrend team is processing the issue.

The screenshot shows a web interface for a Support Desk. At the top, there are navigation links: Home, View Tickets, and Submit a Ticket. Below that, there are user-related links: My Profile, My Organization, Preferences, Change Password, and Logout. A search bar is present with the placeholder text "Please type your search query here" and a "SEARCH" button. The main content area is titled "View Tickets" and includes a "Hide Resolved Tickets" button. A table lists tickets with columns for Ticket ID, Last Update, Last Replier, Department, Type, Status, and Priority. Two tickets are shown: one with ID 52827 and status "Closed", and another with ID 43382 and status "Closed". A red arrow points to the "Closed" status of the first ticket.

Ticket ID	Last Update	Last Replier	Department	Type	Status	Priority
Test						
52827	12/12/2011 01:17 PM	Paul Filla	Emergency Data S...	Issue	Closed	1-Low
This is only a test						
43382	07/29/2011 10:36 AM	Paul Filla	Emergency Data S...	Issue	Closed	1-Low

Risk Management

Risk Management is the process for identifying, documenting and mitigating risks as it pertains to a project. The following are areas that should be considered when identifying potential risk(s).

Availability of Required Stakeholders/Resources

With several stakeholders in the mix from CONTRACTOR and Riverside County, coordinating calendars and schedules to achieve the objectives may be a challenge. There are currently no identified team member departures, but we should always be mindful of the possibility. Also, holidays may impact the availability of team members.

Internal End User Buy-in

With the implementation of the CONTRACTOR solution, there is certain to be changes in current, internal processes. These changes will need a champion to sell to the internal, end-users and the implementation stakeholders should maintain a level of understanding about the end user experience.

Legacy Data Reconciliation

Due to the timeliness and accuracy of the existing user information, determination about the synchronization of the existing data will have to be vetted. A comparison and gap analysis by the Riverside County technical and operational stakeholders will have to arrive at the best solution for their goals.

Business Process Reengineering

As the implementation occurs, the operational and technical entities will find efficiencies with the manner in which to operate the new systems. These efficiencies may require changes in rules, local policies, or opinions about the efficacy of the reengineering.

Technical Integrations

Several of the deliverable tasks involve integrations or conversion of data from other existing systems. Each of these systems have data schemas, user interfaces and other nuances that are particular to their use. Identifying the necessary information and the means and directions by which to transmit this data requires collaboration and cooperation of several stakeholders.

Communication Plan

Email

Email will be used throughout the project to schedule meetings, provide updates on the status of task, and for general communications. For reporting and tracking issues, email should be sent to support@imagetrend.com.

Scheduled Conference Calls

Scheduled conference calls are aimed at reviewing work items discussed in the previous discussions, to highlight milestones and timelines, and to collaborate over the project plan. Scheduled conference calls will be held regularly via teleconference and call-in information will be sent to Riverside County at least 24 hours in advance. These teleconferences should be held throughout the duration of the project and until at least a go-live date.

Support Desk

Support Desk will serve as the means to reporting and tracking system issues.

Meeting Place

CONTRACTOR offers Microsoft Lync which provides on-premises audio and video conferencing. Microsoft Lync will be used in conjunction with weekly status meetings as needed and throughout the implementation process when on-screen collaboration is important.

Appendix A

ImageTrend License Management System

Title	Duration	Owner(s)	Description & Comments
Initial Communication and Kickoff Meeting	2 Weeks	CONTRACTOR	
New Site Set-up	10 Days	CONTRACTOR	
Legacy Data Collection and Review	3 Weeks	CONTRACTOR/ COUNTY	Please reference Appendix D
Provide Forms and Process / Workflow related documents		COUNTY	
Provide State/Local regulation documents		COUNTY	
Payment Portal Review	2 weeks	COUNTY/CONT RACTOR	
Integration Requirements Gathering		CONTRACTOR	
Training Phase	45 Days	CONTRACTOR/ COUNTY	
Pilot Phase	2 Weeks	CONTRACTOR/ COUNTY	Please reference Appendix E
Go-Live Preparations		CONTRACTOR/ COUNTY	
Total Project Duration	90 Days		

Appendix B

ImageTrend Elite

Title	Duration	Owner(s)	Description & Comments
Initial Communication and Kickoff Meeting	2 Weeks	CONTRACTOR	
New Site Set-up		CONTRACTOR	
Review and Import COUNTY Data	2 Weeks	CONTRACTOR/ COUNTY	
Provide Forms and Process / Workflow related documents		COUNTY	
Provide State/Local regulation documents		COUNTY	
Establish Support Suite Account		COUNTY/CONT RACTOR	
Integration Requirements Gathering		CONTRACTOR	CAD Integrations generally take 6-8 weeks. CAD Integrations are developed in concurrence with the Elite EMS implementation.
Define Pilot Program / Phased Roll Out requirements		CONTRACTOR/ COUNTY	Please reference Appendix E
Training Phase	30 Days	CONTRACTOR/ COUNTY	
Pilot Phase	2 Weeks	CONTRACTOR/ COUNTY	
Go-Live Preparations		CONTRACTOR/ COUNTY	
Total Project Duration	65 Days		

Appendix C

ImageTrend Hospital Hub

Title	Duration	Owner(s)	Description & Comments
New Site Setup	2 Weeks	CONTRACTOR	
Kickoff Meeting	1 Week	CONTRACTOR/ COUNTY	
Training Phase	1 Week	CONTRACTOR/ COUNTY	
Go-Live Preparations			
Total Project Duration	25 Days		

Appendix D

ImageTrend License Management System Legacy Data

CONTRACTOR provides a Legacy Data Workbook that encompasses most data points in our License Management System. Because historical data is being brought over from a legacy system, it is possible that the values from your existing system may or may not have a placeholder in the ImageTrend License Management System.

ImageTrend's License Management System is designed for streamlined integration to ImageTrend Elite EMS. Certainty that there are no conflicting values within your Legacy Data is critical in order to avoid disruptive synchronization with ImageTrend Elite EMS.

When managing Legacy Data, there are several approaches to consider:

- Import legacy data into existing ImageTrend field(s)
- Import and Map legacy data into existing ImageTrend field(s)
- Import and Map legacy data into an ImageTrend note
 - o Attributed to users, vehicles, services, inspections, & investigations
- Deprecation the Legacy Data
- Develop a custom field in the existing ImageTrend system that can suitably capture Legacy Data

The timing of your Legacy Data import should be a significant consideration in the early stages of your implementation. Imports should occur as close to the *go-live* date as possible to help mitigate the need for dual-entry in the Legacy Database and License Management System database. Coordination of that import is handled through communications with your Project Manager(s).

Appendix E

Pilot Testing / Phased Rollout

A phased approach to pilot testing is valuable based on a large number of factors to consider when testing new process and seeking areas of improvement. Phased approaches also help stakeholders develop comfort and trust with the tools driving process. The goal of a successful pilot process includes but is not limited to; understanding risks, managing risks, gaining validation, refinement and support.

A few things to consider when considering pilot testing as an option:

- Do you anticipate/understand significant challenges with the creation or reversal of new processes?
- Who are the stakeholders?
- What are the costs tied to incorporating changes?
- What are the corresponding resources and their significance?

Your Project Manager(s) are available to you as a resource when creating and deploying a pilot initiative. Successful pilot tests initiatives include but are not limited to:

- Identification/acknowledgment of stakeholders
- Defined goals and corresponding plans
- Committed support for those plans/goals
- Establishment of communication channels
- Data collection tools and analytical strategy

When considering a subgroup of users, most clients choose to use internal personnel. Please keep in mind factors such as technical expertise and the intended scale of testing.

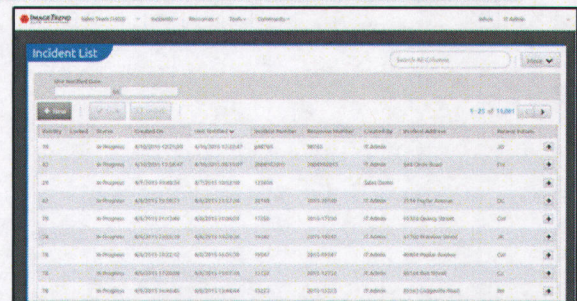
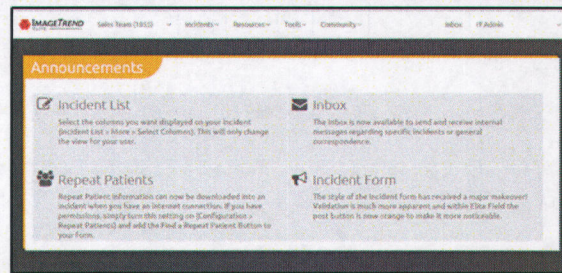
ATTACHMENT C

PRODUCT DESCRIPTIONS

The solution is comprised of three parts: ImageTrend Elite EMS, ImageTrend Elite Field and License Management. The **Elite EMS** application is the centralized EMS Data repository with full data management and reporting functionality that provides Web-based data submission by all licensed EMS providers. The **Elite Field: EMS** portion of the system is designed for the electronic collection of data in the field with mobile platforms. The **License Management System** is a highly-configurable, enterprise commercial off the shelf (COTS) system designed for processing regulatory licenses and certification.

IMAGETREND ELITE EMS

ImageTrend's **Elite** system is a centralized, Web-based system that offers pre-hospital emergency data collection, analysis and reporting in one enterprise solution. It supports the identification of evolving problems or successes in emergency health care while simultaneously providing secure access of that information to authorized personnel from anywhere, at any time. The information can be used to set priorities, make plans and ultimately assure safe and effective delivery of EMS to the public.



Elite EMS Key Features

- A centralized, dynamic **data warehouse** with a scalable, open architecture for ever-changing and growing requirements.
- Full NHTSA v3 compliancy (for both "Collect Data" and "Send and Receive"); **NFIRS** also available.
- **Secure** multi-tiered access to ensure and respect data privacy to HIPAA and other standards.
- **Agency Administration** from an enterprise level, allowing consistency within data entry and reporting.
- Web-based **online patient incident forms** for data entry by all EMS providers.
- **Audit Validation** to track and record access and changes to all ePCR records.
- A robust internal messaging system to allow for easy and quick QA/QI processes.
- The **Report Writer** which offers over 100 standard reports and easy to use ad hoc reporting with advanced query capabilities.
- A **Data Exchange** module that can interface with many different formats (including NEMSIS v3, EKG, CAD, Billing, FirstWatch, Telestaff, and others).
- Optional modules:
 - Web-based Hospital Dashboard for secure, online viewing of incoming patients at the receiving facility.
 - Elite Field for field reporting, EKG wizard, and offline data entry capabilities.
 - License Management for managing end-to-end licensing and records processing.
 - Visual Informatics for advanced reporting with data mining techniques.

Elite EMS System Architecture

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

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

Data Repository

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

Data Entry

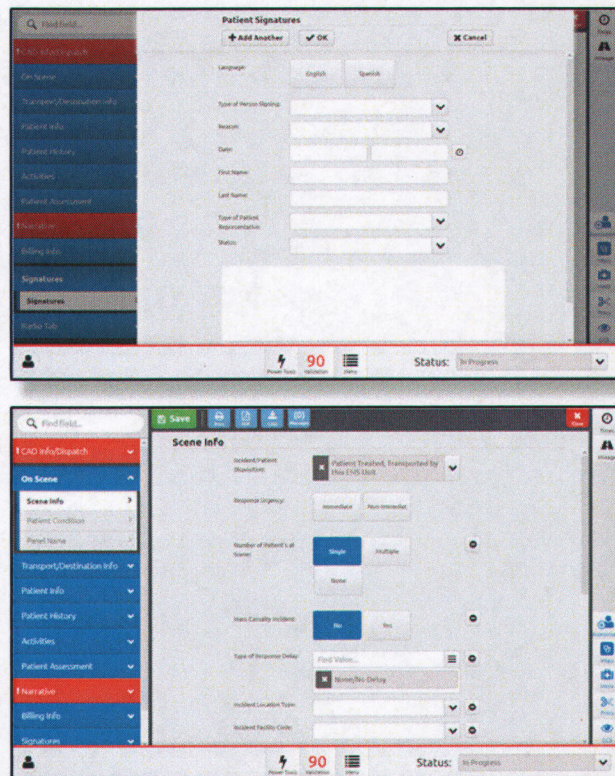
Electronic data entry, whether via the Web or with the field clients supports ease of collection and ensures non-redundant entries, while being workflow oriented. The data can originate from CAD, Transfers, and medical devices, as well as quick-pick entries in the field (as it happens). This data collection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

Security

The multi-tiered security module incorporated into this application meets HIPAA guidelines and has been reviewed by HIPAA officers of various organizations with a positive outcome. The reporting and auditing functions of the application's procedures allow for complete safeguarding and immediate notifications of any attempted breaches. This provides for data access only through assigned permissions and ensures that only those intended see their data and can access it for reporting.

Scalability

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



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

This solution provides:

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

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

Compliance with National EMS Database

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

Agency Administration

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

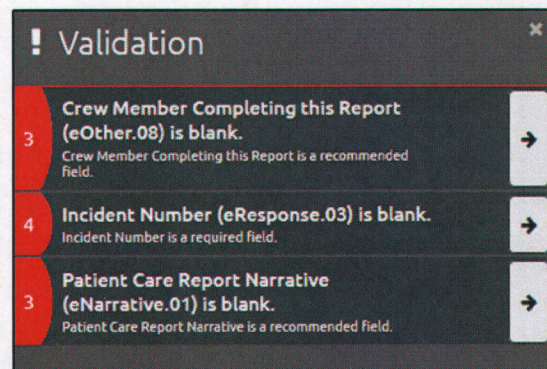
Agencies can set up their agency information, including contact information and customized resource lists. The custom defined resource lists allow an agency administrator to set up lists including:

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

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

Validation

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



Closed Call Rules

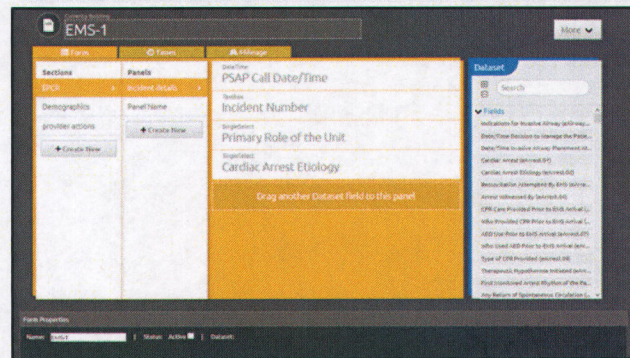
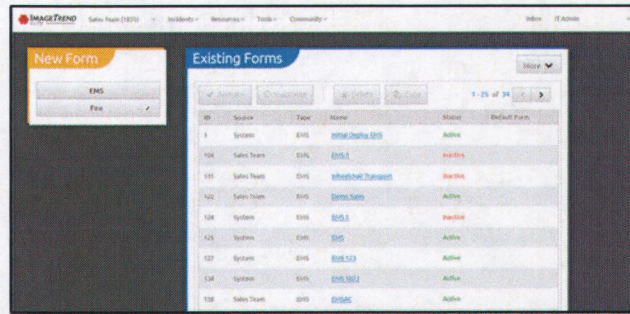
System Administrators have the ability to create closed call requirements per individual validation rule. This will restrict providers from posting an incident from the Elite Field to the central Elite system until the provider satisfies those rule(s).

Provider Actions

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

Form Manager

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



Incident List

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

User Management

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

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

NFIRS 5.0 Data Collection

ImageTrend Elite EMS with NFIRS tab includes an integrated National Fire Incident Reporting System (NFIRS) client to each fire suppression based EMS service provider within the Riverside County EMS Agency (REMSA) jurisdiction. Each NFIRS client will be integrated with the service provider's third party CAD. The NFIRS client will be optimized to reduce duplicate entry by fire

suppression based EMS personnel. The NFIRS client will provide a transfer of completed NFIRS reports to the California database in a manner compliant with the State's requirements. Administration of each fire suppression based EMS service provider's NFIRS client will be under that organization's sole control.

Elite EMS Data Entry

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

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

Audit Validation

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

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

Quality Management and Inbox

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

If an incident is determined to need follow-ups with emergency personnel, the medical director or other agency administrators can record a note with a link to the incident. They can identify the specific individuals to send the note to. Users are automatically notified upon entering the system that they have unread notes. These correspondences are tracked within the system with no limits on the number of notes attached to the incident, for ease of review by the administrator or the Medical Director. Users with unread notes can reply to these just like email.

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

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

Report Writer

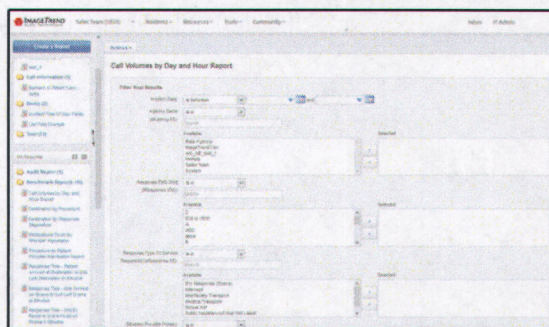
ImageTrend's Report Writer allows users to dynamically create, display, and store standard as well as ad hoc reports. With over 100 standard reports and the ability to create ad hoc reports as needed, the Report Writer offers expanded reporting and data analysis capabilities. Reports can be scheduled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

User Interface

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

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

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



Ad Hoc Reports

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

Administration

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

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

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

Data Conversion and Integrations

ImageTrend's goal in any solution is to streamline data flow and maximize data usage. The NEMESIS XML version 3 standard data exchange methodology has been successfully implemented in numerous solutions and with many different vendors. To accomplish this we have a team that thoroughly investigates the existing data and requirements and develops a plan of integration for ongoing data communications between systems or a data conversion plan for those instances when a singular import of existing data into the new database is required. In either of these instances, the file import method, file data type, and accurate mapping are the keys to success.

These interfaces will be fully reviewed for implementation requirements, after which a detailed implementation and acceptance will be presented. Even in the case of standard interfaces, ImageTrend reserves the right to fully review

all requirements, as it has been our experience that even standard products from vendors often have variances that may not be thoroughly documented.

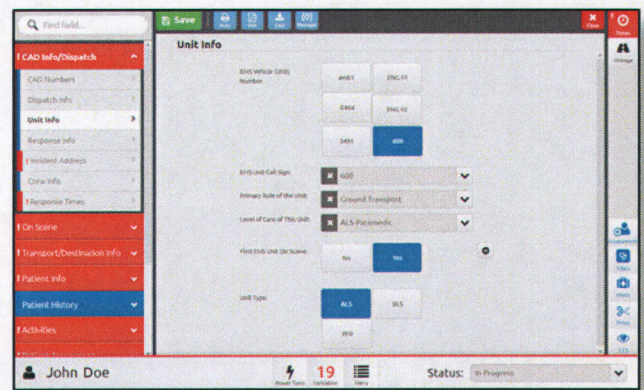
Every client has a unique set of interfaces that define their system and configuration; therefore, not all interfaces may be available for their specific versions. Even if we do not have a specific integration available, as integration experts we fully understand the issues involved and will prepare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

Cardiac Monitor Integration

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

CAD Integration

- Dispatches are usually text files that contain full or partial incident information.
- ImageTrend has successfully built an import method for most of the existing CAD vendors.
- CAD data is imported into an ImageTrend database, where it resides and can be downloaded into an Elite incident.
- CAD/Incident reconciliation reports come standard with this integration.
- All CAD data that has been imported into the Elite system is viewable from within the Incidents app menu item.



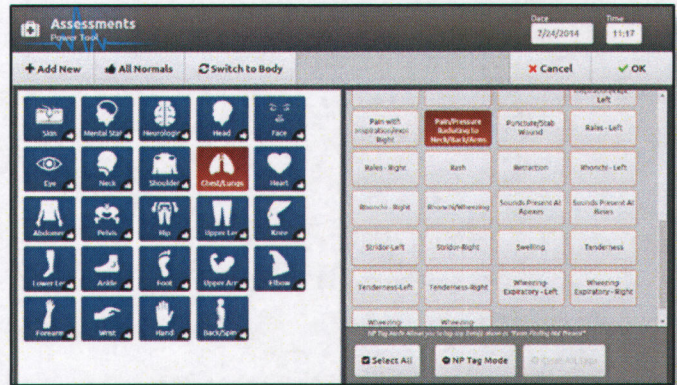
Billing

ImageTrend's software fully supports integration with all billing systems that are ready to accept NEMESIS v3 data. In addition, ImageTrend offers the capability to send data to secure FTP locations.

IMAGETREND ELITE FIELD: EMS

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

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



ImageTrend Elite Field: EMS Data Entry

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

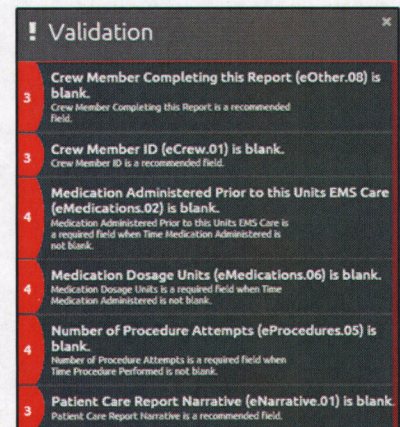
- *Blank Run Form* – using rapid data entry a new incident can be recorded
- *Default Run Form* – create templates for typical usage such as cancelled runs, frequent destinations, etc. This template can then be used for recording efficiency.
- *Dispatched Run* – from imported dispatch information a new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

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

Reports and Patient Forms

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

- Hospital Report – Contains information that is specific to a hospital's needs including patient vitals, medications and treatments.
- Radio Report – Contains information related to patient vitals and demographics.
- Incident Report with Billing Information – Contains complete incident



information including billing information and signatures.

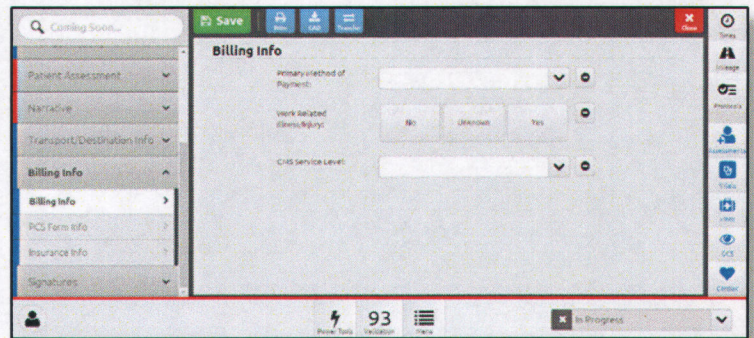
- State Patient Care Report – Contains complete incident information with signatures.
- HIPAA Consent Form – Contains patient information along with a HIPAA statement and a signature of consent.
- Waiver of Liability Form – Contains patient information along with a Waiver of Liability statement and a signature of consent by the patient, a witnesses signature, and if the patient is a minor, a parent/guardian signature.
- Emergency Admission Form – Application by a Peace Officer for Emergency Admission.

Posting Incidents

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

Patient Billing Information Collection

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



CAD Incidents

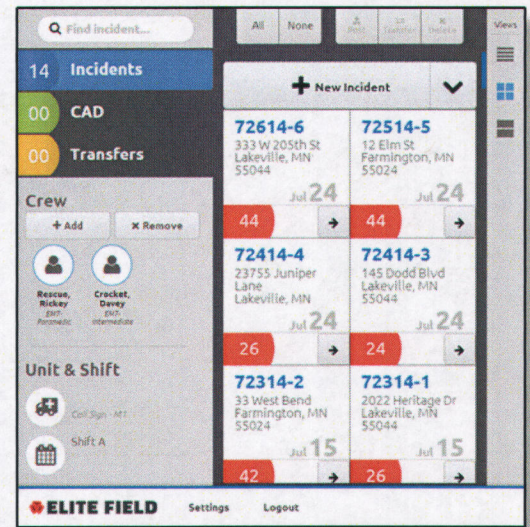
ImageTrend Elite Field: EMS can integrate with your dispatch system to pull in information as soon as it's available to reduce data entry.

Physical Assessment Capability

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

Slide-Out Panels

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



Provider Actions

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

Repeat Patients

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

Field Collection Security

ImageTrend Elite Field: EMS

Security for ImageTrend Elite Field: EMS conforms to the current best practices and new technology. Security enhancements have been performed both behind the scenes with increased security measures and through settings that administrators can configure for automatic run removal and password requirements.

Data Storage Security

Data for each ImageTrend Elite Field: EMS computer/laptop/slate is stored using HTML5 persistent Web Storage (some browsers call it Local Storage). All incident and patient data is fully encrypted. User information (login and password) is stored as hashed data, where each instance is using a unique encryption key to hash this information. Data received through a CAD integration or a Transfer from another Elite Field device is sent via secure Web Services.

Data Sync to ImageTrend Elite EMS

Data is synced from the ImageTrend Elite Field: EMS to ImageTrend Elite EMS through secure web service communication utilizing a 128-bit SSL Certificate, which encrypts all data during transmission.

Administrative-Set Security Options

Administrators have the ability to configure the ImageTrend Elite Field: EMS to provide additional security. Additional security is possible based on your service's IT departments and policies, as well as what kind of hardware and operating system you are using.

Usernames and Passwords

Within the ImageTrend Elite Field: EMS, any user who wants to work with the application must log in with a username and password set up within the Elite EMS Web to which this ImageTrend Elite Field: EMS is assigned. Administrators can set up the password requirements, the length of time in between required password changes and other user/password restrictions.

LICENSE MANAGEMENT SYSTEM

ImageTrend's **License Management System** is a highly-configurable, enterprise commercial-off-the-shelf (COTS) system designed for processing regulatory licenses and certification. The solution incorporates some of ImageTrend's shared platform technologies, including the highly capable Report Writer for generating ad hoc and transactional reports. Each implementation is customized to fit the business rules of the client, making License Management the ideal solution for your needs.

License Management is Web-based for anytime, anywhere access. The enterprise architecture allows multiple agencies or regulatory boards within a single system for economies of scale and complete reporting. At the same time, each agency has permissions-based access to its own data stores for configuration and reporting. This gives the system just as much flexibility as it has capability.

ImageTrend has developed and hosted statewide data systems since 2001. We understand that the number of users can vary for these systems, and as such the model is not based on seat licenses, yet each user has unique security credentials which can be administered with group permissions.

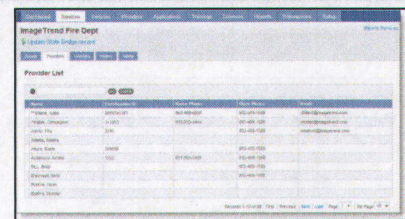
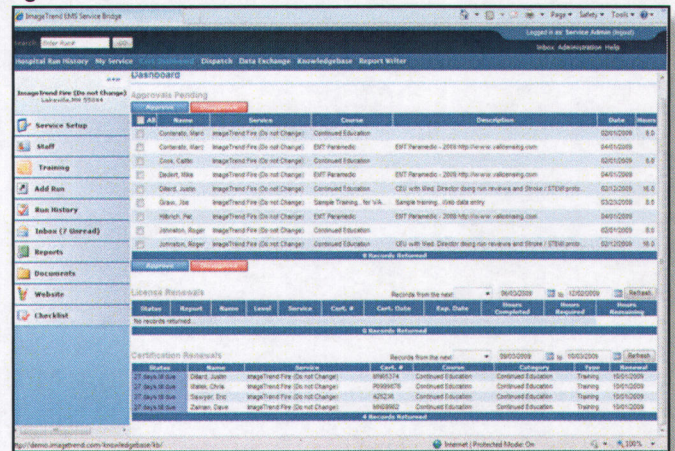
In addition to the back office administrative functions, License Management has a user-friendly interface for applications and renewals. To secure public trust and transparency, public reporting and license lookup is available through a public Web portal as configured by State.

ImageTrend License Management is a complete end-to-end license and certification management solution.

License Management assists agencies in managing and improving the efficiency of end-to-end licensing and records processing, allowing individuals to initiate records, process records through various departments for completion and verification, approve and request copies of licenses and certificates online. The Web-based solution allows individuals to fill out an application form online. Once an application form is completed, the system administrator view will allow for application review, status tracking and additional processing steps including payment and delivery. Many of the processing steps are either self-service or automated providing both cost and time efficiencies.

Key Features

- Personnel/Entity/Vehicle Licensing
- Online Payment Processing
- Training Record Collection
- Report Writer
- Automated Workflow
- Content Management Integration for Fully Customizable Public Perspective
- Validate Personnel/Vehicle Licenses
- Universal Login
- Web-based for anytime, anywhere secure access
- Secure access to edit and view information as authorized
- Automated next step processing
- Automated email notifications of tasks and statuses
- Centralized database and processing eliminates redundancies

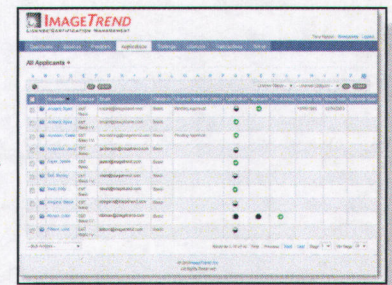


Workflow

Administrators can establish the specific workflow for each license and certification. The entire process from the application to the payment to the approval can be mapped out by the administrator. Quickly identify your tasks in the easy to view layout, similar to Microsoft Outlook.

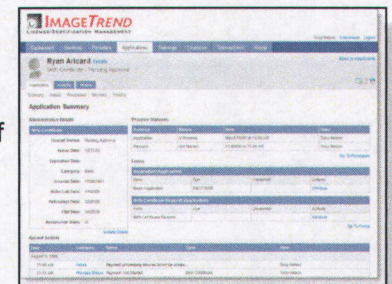
Personnel Licensing

Applicants can apply for, renew or request copies for licenses and certificates online. Demographics and other information regarding the applicant's training and examination and status criminal background checks are all collected as required. A license period is set up for easy recording and reporting of renewed licenses. All Personnel Licenses can be audited at any time. The steps involved in the issue of the initial or renewal of any license can be audited at the agency's discretion. All system transactions are recorded with a date/time stamp for easy retrieval, and reports can be generated at any time to uncover discrepancies.



Entity Licensing

License Management records each entity (business, shop, organization) license application, including demographics and information regarding the type and level of service, service area, contacts, term of license and inspection date.



Vehicle Licensing

Vehicle information can also be recorded, including model year, manufacturer, vehicle identification number, motor vehicle registration plate, inspection date (if applicable) and vehicle type.

Agency Licensing

The ImageTrend License Management product allows for Agencies/Services to apply for initial licenses and for reinstatement of any expiring licenses. The steps in the application process, supporting documentation required, and necessary business rules and approvals, can be configured by the agency after training and implemented in a timeline that fits the agency's license terms.

Certification Dashboard

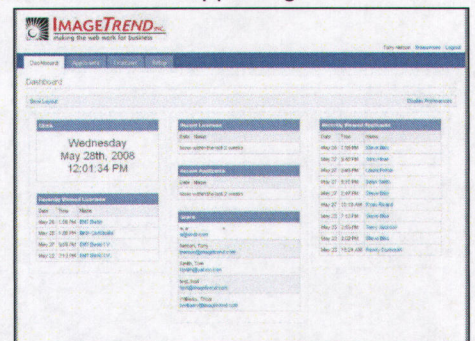
This basic Certification Dashboard allows administrators to track certifications, licenses and coursework for staff members and is included in the base system. If the optional licensure and certification system manager is selected, this will be fully integrated. Staff profiles should include dates for certifications and licenses, which will automatically appear on the Certification Dashboard when renewals are needed. As additional coursework is created, either the administrator or (depending on permissions setup) the staff member can enter information about the hours and types of courses completed towards the certification. The system will automatically update the number of hours completed and needed for the renewal, and allow the administrator to approve or disapprove renewals.

Agency Investigations and Compliance

All Investigations can be recorded and managed by the agency through the ImageTrend License Management product. Investigations can be tracked from the individual provider and tied back the service. Supporting documentation to the investigation can be attached and any additional notes recorded. Alert Flags can be placed on the subjects of the investigation and removed by the system administrator when/if this is applicable.

Virtual License Center Portal

This licensure data management system provides the diversity and expanse required for application usage by multiple agencies with virtually unlimited users. The main database server has the complexity and scalability required to collect the magnitude of data presented, as well as provides functional and analytical capabilities for dynamic, up-to-the-minute reporting for use and sharing by government agencies, along with public access where applicable.



User Interfaces

This multi-faceted system allows for many groups to initiate, add, or view information for a certificate, whether that is the initial certificate or a copy. As a self-service online form processing system, considerable time savings will be realized. Copy requests, if they do not require certification, can be simply downloaded and printed during the initial transaction process. Specific groups will have views to support updating and reviewing information as well as providing authorizations. The multi-tiered access provides data security while ensuring completeness and accuracy. ImageTrend understands that each of the following user groups will have a distinct user interface, which incorporates their specific needs, access rights, workflows and forms as defined in the RFP and the discovery process.

- Supported functions
 - Profile Management
 - Certificate/License Status and History Lookup
 - Pause-Save-Return-Edit
 - Limited Access
 - Printing
 - Error detection and messages
 - Pre-populated form fields
 - Verification and matching integrations
- Business Process Owner Interface
 - Group Specific Access
 - Limited Edit Rights
 - Group Specific Reporting
 - Group Specific User Management
 - Form Design
 - Form Processing Access
- System Administrator
 - System Wide Access
 - Full Permissions
 - System Wide Reporting
 - System Wide Users and Group Management
 - Resource Management
 - Reporting

Continuing Education Records and Management of Education Programs

ImageTrend License Management allows for the tracking of continuing education records. Available classes can be managed by the agency and training instructors can submit applications to conduct additional class or training sessions. The available sessions can be reviewed by personnel who can then contact instructors to be enrolled in the class. Instructors can enroll their students and track which attendees passed/failed the session, as well as recording any applicable exam scores. The agency can determine the amount of credits required in each category for a valid license issue.

Management of Medical Control Authorities and Protocols

Services can submit proposed protocols for review and approval by the Medical director and protocols tied to each service can be managed and reported on at the System Administrator level.