

SYSTEM AGREEMENT

between

SANTA BARBARA COUNTY

and

IMAGETREND, INC.

DATED FEBRUARY 18, 2014

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AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

between

COUNTY OF SANTA BARBARA

and

IMAGETREND, INC.

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) at 300 N. San Antonio Rd. Santa Barbara California 93110 and ImageTrend, Incorporated, having its principal place of business at 20855 Kensington Blvd Lakeville, MN 55044 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, COUNTY is required by the State of California to collect and maintain certain pre-hospital patient care information; and

WHEREAS, the COUNTY's Emergency Medical Services (EMS) Agency, which is responsible for the collection and maintenance this patient care information, is currently using an electronic patient care record (ePCR) system that precludes easy access to, and analysis of, the collected information; and

WHEREAS, the Santa Barbara County Fire Department is also responsible for the collection of patient care information acquired during emergency responses and is therefore also in need of an EMS Agency-compatible ePCR system for its fire and medical reporting; and

WHEREAS, CONTRACTOR provides an ePCR system currently used by many counties and large pre-hospital care systems in California and provides an associated and integrated fire records management system; and

WHEREAS, CONTRACTOR has agreed to accommodate the specific COUNTY needs for an ePCR system;

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

1. DESIGNATED REPRESENTATIVE

Nancy Lapolla at phone number 805-681-5264 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Michael J. McBrady at phone number 952-469-1589 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid delivered as follows:

CONTRACTOR Content means CONTRACTOR proprietary reports, information and data made available to COUNTY and its Authorized Users as part of the Product and Services.

COUNTY Data means the data that COUNTY's Authorized Users upload to the Website.

Demonstration of Licensed Functionality (DOLF) means pre-delivery testing procedures for a system, conducted as described in **EXHIBIT A – Statement of Work**.

Documentation means the CONTRACTOR user manuals, training materials, guides, product descriptions, technical manuals, Product specifications, supporting materials and Updates describing the Licensed Products, Services and CONTRACTOR Content provided to COUNTY, in printed and/or electronic form.

Equipment means the desktop, mobile, and any other devices, as approved by CONTRACTOR, used to exchange data with the CONTRACTOR Website.

Go-live means the event that occurs when the COUNTY first uses a Subsystem for Live Operations. A separate Go Live may take place with respect to each implementation phase, Subsystem, Interface, and Modification.

Interface, collectively or individually, means the interface software described in **EXHIBIT A – Statement of Work**.

Licensed Product(s) or Product(s) means the computer program(s) in object code and other related data, including intellectual data, proprietary information, and user documentation contained and applicable to the services and application Software, Interfaces and Modifications described more fully in **EXHIBIT A – Statement of Work**.

Licensed Services or Services means the operation of the application software and necessary operating system software and utilities on CONTRACTOR host computer system, providing CONTRACTOR Content to COUNTY, storing COUNTY Data and making the application software, CONTRACTOR Content and COUNTY Data available to Authorized User(s) via the Website and mobile interface, as more fully described in **EXHIBIT A – Statement of Work**.

Live Operations means use of a Subsystem as the primary means of performing its functions. Use of a Subsystem in parallel with the COUNTY's existing system for any period where the existing system is the primary means of performing its functions and the Subsystem is being run in a test environment shall not be deemed Live Operations.

Modifications mean changes or additions to software from the standard version. Modifications purchased by COUNTY are described in **EXHIBIT A – Statement of Work**.

Product Requirements Document (PRD) means a document which specifies the operation of each custom Modification or Interface that will be developed as a deliverable of this Agreement.

Software means collectively or individually the computer programs provided under this Agreement, including, without limitation, the programs for each Subsystem.

Software Support or Support means telephone or on-site assistance, Software error correction, and Software Upgrade and Update services provided by CONTRACTOR (and/or other software

vendors) for the Software, either under warranty or under an annual Service Level Agreement, as more fully described in **Exhibit G – Product & Service Support**.

Service Level Agreement (SLA) means, collectively or individually, agreements of that name (or a similar name) for the rendering of Software Support services entered into between the Parties of this Agreement and renewed from time to time thereafter.

Source Code means the original mnemonic or high-level statement version of Software in human-readable or compiled form.

Subsystem means each of the applications described in **EXHIBIT A – Statement of Work**.

System Software means the third party software which includes, without limitation, operating system software.

Third Party Item means all System Software, any subcontractor software and any other items provided under this Agreement and not manufactured by CONTRACTOR.

Update means, as applicable, any minor improvement, Software fix, maintenance item, or enhancement that CONTRACTOR makes generally available to its customers as part of the annual support agreement.

Upgrade means the next generation version or new release of the Software, Documentation or CONTRACTOR Content that CONTRACTOR makes generally available to its customers as part of Product and Services Support (Exhibit G).

Website means the Internet site operated by CONTRACTOR to provide access to the Licensed Products and Services.

5. SCOPE OF SERVICES

CONTRACTOR agrees to provide Products and Services to COUNTY in accordance with **EXHIBIT A – Statement of Work**.

6. TERM

The term of this Agreement shall commence on February 18, 2014 and shall be effective for a period of five (5) years, unless terminated earlier pursuant to Section 30. Subsequent to the five (5) year initial term; this Agreement may be renewed for two (2) succeeding terms of three (3) years each. Renewal of this Agreement shall take place within 30 days of the expiration of the then present term. If either COUNTY or CONTRACTOR do not agree to a subsequent term, the party shall provide the other party with a 6-month notice of such decision not to renew.

7. COMPENSATION OF CONTRACTOR

CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of **Exhibit B – Pricing**. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in **Section 2 - Notices** above following completion of the increments identified in **Exhibit B – Pricing**. Unless otherwise specified in **EXHIBIT B – Pricing**, payment shall be net thirty (30) days from presentation of invoice.

CONTRACTOR is responsible for the payment of all expenses related to the Products and Services provided.

If COUNTY, in good faith, disputes any portion of a CONTRACTOR invoice, COUNTY shall submit to CONTRACTOR, by the due date, full payment of the undisputed portion of the invoice, accompanied by written documentation identifying and substantiating the disputed amount. Any disputed amounts determined to be payable to CONTRACTOR shall be due within thirty (30) days of the resolution of the dispute.

No penalty or termination provision in the Agreement shall apply if COUNTY withholds payment because of a good faith dispute regarding a material term or obligation under the Agreement.

At COUNTY's discretion, CONTRACTOR shall continue to perform fully, while the parties work diligently to resolve such dispute.

8. DISPUTE RESOLUTION

If a dispute, controversy or claim arises between the Parties relating to this Agreement, the Parties may, but are not required to, attempt to resolve the dispute informally through discussions between the Parties. Differences between CONTRACTOR and COUNTY shall be brought to the attention of the other Party at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Both parties acknowledge that time is of the essence and Parties will make best efforts to resolve any disputes in a timely manner.

9. GRANT LICENSE

CONTRACTOR agrees to provide the Licensed Products and Services to COUNTY and grants to COUNTY a renewable, nonexclusive, and nontransferable (except as otherwise provided herein) license for use of the Licensed Product and Services by Authorized Users during the term of the Agreement to perform the following functions, including but not limited to, accessing the Website, upload of COUNTY Data to the Website, and use of the Software and CONTRACTOR Content in accordance with all the terms and conditions herein. All rights granted under this Agreement shall extend to COUNTY's Business Partners.

10. WARRANTIES

The obligations contained herein apply to Licensed Products and Services provided by CONTRACTOR, its sub-contractors or any third party involved in the creation of the products to be delivered to COUNTY under this Agreement.

A. Intellectual Property

CONTRACTOR warrants that it is the sole owner of and/or has all the necessary intellectual property rights in the Licensed Products, Services, Software, CONTRACTOR Content, and related Documentation, to grant the license under this Agreement; and the Licensed Product, Software, CONTRACTOR Content, and related Documentation do not infringe upon any patent, copyright, trade secret, or other proprietary or intellectual property right of any third party. CONTRACTOR warrants that it will maintain for the duration of this Agreement the full power and authority to grant the license and other rights granted in this Agreement without the further consent of any third party.

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

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

B. Compliance with Specifications

CONTRACTOR warrants that the Licensed Product and Services will conform in all material respects to the specifications, functions, descriptions, standards and criteria set forth in the Agreement, its exhibits and attachments; and the applicable specification and Documentation, which are all incorporated herein by reference. Licensed Product and Services shall be compatible with and will operate successfully when used on the Equipment in accordance with the Documentation and all of the terms and conditions hereof.

C. Improvements

CONTRACTOR warrants that all post-Acceptance Updates, Upgrades, changes, alterations or Modifications to the Licensed Product, Services and Documentation by CONTRACTOR will be compatible with, and will not materially diminish the features or functionality of the Licensed Product, Services, Equipment and/or CONTRACTOR Content when used on the Equipment in accordance with the Documentation and all of the terms and conditions hereof.

D. Compliance with Laws

CONTRACTOR warrants that the Licensed Product, Services, CONTRACTOR Content, and Documentation rendered pursuant to this Agreement are and will be manufactured, produced, sold and rendered in conformity with all applicable laws, ordinances, orders, directions, rules, and regulations of the federal, state, county, and municipal governments applicable thereto, all as they may be amended from time to time.

E. Disabling Code

CONTRACTOR warrants that the Licensed Product, Software, Upgrades and Updates do not contain disabling code (defined as computer code designed to interfere with the normal operation of the Service or COUNTY's hardware or software) or any program routine, device or other undisclosed feature, including but not limited to, viruses, worms, Trojan horses, or other malicious code which is specifically designed to permit unauthorized access, delete, disable, deactivate, interfere with or otherwise harm the Licensed Product, Software, Service or COUNTY's hardware or software.

F. Access to Product and Passwords

Except for exclusion based upon non-payment of applicable fees, CONTRACTOR warrants that COUNTY will be provided commercially reasonable uninterrupted access to the Product and Services, and that CONTRACTOR will not cancel or otherwise terminate COUNTY's access to the Product by disabling passwords, keys or tokens that enable COUNTY's continuous use of the Product during the term of this agreement.

G. Compatible with Equipment

CONTRACTOR further warrants that the Licensed Product and Services are compatible with, and will operate successfully on Equipment meeting specifications defined in **EXHIBIT A – Statement of Work** and will not harm COUNTY computing operations.

H. CONTRACTOR Legal Status

CONTRACTOR warrants that it is duly organized and in good standing under the laws of the jurisdiction in which it is organized and has the authority and power to enter into the Agreement and perform its obligations hereunder. Further, CONTRACTOR warrants that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

Moreover, CONTRACTOR warrants that it is not currently the subject of voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary provision, and is not aware of any claim for the filing of an involuntary petition.

I. Exclusion of Any Other Warranties

Except as otherwise expressly set forth in this Agreement, CONTRACTOR makes no warranty, express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose in connection with the Licensed Product, Service, CONTRACTOR Content, Documentation, or any component of any of the foregoing.

J. Non-Conformance

In the event that COUNTY discovers a non-conformance against any of the foregoing warranties or representations, COUNTY shall promptly inform CONTRACTOR of such fact in writing, and, upon receipt of such notice, CONTRACTOR shall correct the non-conformity within a reasonable period of time not to exceed thirty (30) days without any additional charge to COUNTY.

In the event that CONTRACTOR cannot effect such corrections within a reasonable time using best efforts, COUNTY may terminate the Agreement and obtain a pro rata refund of the annual fees paid to CONTRACTOR hereunder, allocable to the period after the termination of this Agreement in accordance with this section and a pro rata refund of all other fees paid under this Agreement. With respect to the cure period set forth in this section, CONTRACTOR acknowledges that time is of the essence in any interruption of COUNTY's use of the Services.

11. EQUIPMENT AND CONNECTIVITY

The Parties acknowledge that successful use of the Licensed Product and Services is dependent upon COUNTY's use of appropriate mobile computing devices (Equipment). Unless provided otherwise in **EXHIBIT A – Statement of Work**, COUNTY shall be responsible for providing the Equipment at its own expense. COUNTY Equipment will comply with the minimum requirements as set forth in **EXHIBIT A – Statement of Work**.

COUNTY is solely responsible for obtaining and providing its own broadband connections and/or connections to the internet. CONTRACTOR makes no representations to COUNTY regarding the advisability of any provider or particular network. COUNTY's network and internet access must meet the minimum requirements set forth in **EXHIBIT A – Statement of Work**.

12. TRAINING

CONTRACTOR will provide COUNTY with training as described in **EXHIBIT A – Statement of Work**. CONTRACTOR shall provide COUNTY-specified individuals with sufficient training with respect to the functions, features, and operation of the Licensed Product and Services and deliver to COUNTY any tools, utilities, or any Software necessary or appropriate for COUNTY to become self-reliant with respect to operation of the Licensed Product and Services.

13. SUPPORT

CONTRACTOR shall provide COUNTY and its Authorized Users technical Support regarding the use of the Licensed Product and Services as described in **EXHIBIT G – Product and Service Support**. Such Support shall be sufficient to maintain the Licensed Product and Services in accordance with the representations and warranties set forth in this Agreement.

14. RELATIONSHIP OF THE PARTIES

A. Conduct of Personnel

Whenever employees, agents, representatives or independent contractors of CONTRACTOR (CONTRACTOR Personnel) are present on COUNTY premises, CONTRACTOR shall cause all CONTRACTOR Personnel to comply with all COUNTY policies and procedures governing on-site work, including COUNTY's safety and security, personal conduct, data protection, policies and procedures, and all reasonable instructions and directions issued by COUNTY.

B. Cooperation

CONTRACTOR will cooperate with other contractors and consultants who are working on projects for COUNTY as may reasonably be required in order to complete the provisions of this Agreement.

C. Use of COUNTY Technology

CONTRACTOR shall agree with and abide by the provisions set forth in the Santa Barbara County Employee Information Technology Usage Policy, **EXHIBIT E – County Technology Use Policy**. Any employee, sub-contractor, or agent of CONTRACTOR who will access COUNTY information technology in the course of his, or her, work for COUNTY is required to sign such policy before accessing, using, maintaining, repairing or installing any COUNTY information technology system or component. Information technology shall include, but is not limited to, the network, Internet access, electronic mail, voice mail, voice message systems, facsimile devices, or other electronic or telecommunication systems used by COUNTY.

15. PROPRIETARY RIGHTS

A. Ownership

Except as otherwise stated herein, as between COUNTY and CONTRACTOR, the Services (including without limitation, the Licensed Product, Software, CONTRACTOR Content and Updates) and Documentation are and shall remain the sole and exclusive property of CONTRACTOR, including all applicable common law and statutory rights in confidential and trade secret material, source code, object code, trademarks, service marks, trade secrets, patents, and copyrights, or other proprietary or intellectual property rights thereto. All Modifications, enhancements, Updates, derivative works and translations of the Services shall be deemed a part thereof. All rights not expressly granted to COUNTY herein are reserved to CONTRACTOR and COUNTY shall have no right, title, or interest in such proprietary rights.

B. COUNTY Requirements and License Restrictions

Except as otherwise provided in this Agreement, COUNTY will:

1. Use commercially reasonable efforts to ensure that Authorized Users comply with all of the terms and conditions hereof.
2. Not reverse engineer, decompile, disassemble, modify, adapt, translate, or otherwise reduce the Licensed Product to human-perceivable form or make any attempt to discover the source code of the Licensed Product.
3. Make copies of the Licensed Product as agreed to by both parties up to limits provided within this Agreement for archival purposes only.
4. Not rent, lease, sub-license, resell for profit, transfer, and loan, distribute, network or modify the Licensed Product or CONTRACTOR Content or any component thereof, provided as part of the Services, except as otherwise authorized by CONTRACTOR.
5. Only use the Licensed Product and CONTRACTOR Content in the normal course of business, in connection with, and as part of, the Services.
6. Not attempt to gain unauthorized access to the Licensed Product or Services, other user accounts, computer systems or networks connected to the Services.

7. Not intentionally adapt the Licensed Product, Services, related materials, or any part thereof, to create a derivative work intended to be proprietary to COUNTY.
8. Not remove, obscure or alter CONTRACTOR's proprietary notices, disclaimers, trademarks, or other proprietary rights notices of any kind affixed or contained in the Licensed Product, Documentation, or Services or any written or electronic report, output or result generated in connection with the Services.
9. Use commercially reasonable efforts to not transmit any material that may infringe the intellectual property rights or other rights of third parties, including trademark, trade secret, patent and copyright.
10. Not use the Licensed Product or Services for any illegal, obscene, offensive or immoral purpose, or to transmit communications described in 47 U.S.C. Section 223.
11. Employ commercially reasonable efforts to ensure that all COUNTY Data is free from viruses, worms, Trojan horses and other malicious code.

C. COUNTY Proprietary Rights

Except as otherwise stated herein, as between COUNTY and CONTRACTOR, COUNTY Data is and shall remain the sole and exclusive property of COUNTY, including all applicable rights to patents, copyrights, trademarks, trade secrets or other proprietary property rights thereto. Additionally, all right, title and interest in and to any data relating to COUNTY's business shall remain the property of COUNTY, whether or not supplied to CONTRACTOR or uploaded into the Licensed Product.

- D. Failure to abide by the terms of this Section (Section 15 - Proprietary Rights) will invalidate COUNTY's rights to obtain the Services, Updates, Support and any future enhancements offered and provided by CONTRACTOR.

16. DELIVERY SCHEDULE

Within thirty (30) days after the parties execute this Agreement, CONTRACTOR and COUNTY shall complete a mutually agreed upon, customized project plan and such project plan shall be executed via a mutually accepted written change order.

The project plan shall include, but not be limited to, a specific project timeline negotiated by the respective project managers, management and staffing resources, configuration schedule and specifications, testing schedules, training schedule, and Go-live date(s). Such project plan shall further detail any consulting services to be completed by the CONTRACTOR.

CONTRACTOR shall deliver the Documentation and any other written materials regarding the Licensed Products, Services, and CONTRACTOR Content, and which CONTRACTOR and applicable third parties supply within the 30-day time period.

CONTRACTOR shall provide the Licensed Products and Services listed in **EXHIBIT A – Statement of Work** ready for use on or before the completion dates specified therein.

In the event that the parties are unable to complete a mutually agreed upon project plan within said time period, COUNTY may extend the time period to complete the project plan or COUNTY may

terminate this Agreement and upon such termination, CONTRACTOR shall refund to COUNTY all amounts paid to CONTRACTOR under this Agreement, less any pre-approved expenses incurred prior to termination.

In the event the Parties complete the project plan, failure of CONTRACTOR to perform its material obligations substantially in accordance with the dates set forth in the project plan shall entitle COUNTY to a refund of all amounts paid to CONTRACTOR under this Agreement.

17. ACCEPTANCE

CONTRACTOR shall submit, as part of the project plan, Acceptance Test Plans (ATP) for approval by COUNTY for each Product, Service, Interface and Modification purchased in this Agreement. These ATPs will establish the timeframes and criteria for determining the proper function of the components described in **EXHIBIT A – Statement of Work**.

Subsequent to Go-Live, COUNTY shall have ninety (90) days to test the Licensed Products and Services in Live Operations to ensure that they conform to Documentation and to the warranties and descriptions in this Agreement.

If, in COUNTY's sole discretion, any of the Licensed Products or Services, do not meet the Acceptance criteria as established by the respective ATP, COUNTY shall notify CONTRACTOR in a timely manner and in writing pursuant to this Agreement. If CONTRACTOR, within thirty (30) days of written notice of rejection from COUNTY, does not correct all deficiencies identified by COUNTY at no additional cost to COUNTY, COUNTY may terminate this Agreement and CONTRACTOR shall promptly refund to COUNTY all sums paid by COUNTY under this Agreement. Such refund shall not bar COUNTY from pursuing other remedies available under the Agreement.

In the event COUNTY fails to submit a notice of rejection within a timely manner, or if CONTRACTOR makes all corrections within the applicable cure period, COUNTY will be deemed to have accepted the Licensed Products and Services.

Immediately upon successful completion of the acceptance tests, the COUNTY shall notify CONTRACTOR in writing of Acceptance of the system and authorize payment as listed in **EXHIBIT B – Pricing**.

18. DATA SECURITY

During the term of this Agreement, CONTRACTOR shall, at a minimum, implement the following procedures designed to protect the security of COUNTY Data and COUNTY confidential information:

- A. Maintain user identification and access controls designed to limit access to COUNTY Data and COUNTY's confidential information to Authorized Users.
- B. External connections to the World Wide Web will have appropriate security controls including industry standard intrusion detection and countermeasures that will detect and terminate any unauthorized activity prior to entering the firewall maintained by CONTRACTOR.
- C. Use industry standard firewalls regulating all data entering CONTRACTOR's internal data network from any external source which will enforce secure connections between internal and external systems and will permit only specific types of data to pass through. Industry standard

encryption techniques will be used when COUNTY Data and electronic forms of COUNTY's Confidential Information are transmitted by CONTRACTOR on behalf of COUNTY.

- D. Employ physical security measures, including securing all COUNTY Data or COUNTY confidential information on a secure server, in locked data cabinets within a secure facility. Only authorized CONTRACTOR employees and agents shall have physical access to such information.
- E. Maintain a disaster recovery plan. Such plan, unless otherwise specified herein, shall provide for twice-daily back-up of COUNTY Data and archival of such COUNTY Data at a secure facility. The disaster recovery plan shall provide for and be followed by CONTRACTOR such that in no event shall the Licensed Product, Services, CONTRACTOR Content and/or COUNTY Data be unavailable to COUNTY due to force majeure for a period in excess of twelve (12) hours.
- F. CONTRACTOR shall provide its employees regular training regarding the security and data recovery programs referenced in this section.
- G. CONTRACTOR shall regularly test the systems and procedures outlined in this section.
- H. CONTRACTOR shall continuously audit controls that record and monitor Licensed Product and Services activity.
- I. CONTRACTOR will promptly notify COUNTY of any actual or potential misappropriation of County Data ("leak") that comes to CONTRACTOR's attention. CONTRACTOR will cooperate with COUNTY and with law enforcement authorities in investigating any such leak, at CONTRACTOR's expense. CONTRACTOR will likewise cooperate with COUNTY and with law enforcement agencies in any effort to notify injured or potentially injured parties, and such cooperation will be at CONTRACTOR's expense, except to the extent that the leak was caused by COUNTY.

19. PATENT AND COPYRIGHT PROTECTION

A. Infringement

CONTRACTOR, at its own expense, shall defend any action brought against COUNTY and its employees, officers, directors, contractors and agents to the extent that such action is based upon a claim that the Licensed Product and Services supplied by CONTRACTOR, or the operation of such, pursuant to a current version of CONTRACTOR-supplied operating software, infringes upon a United States patent or copyright. CONTRACTOR shall pay all costs incurred in defending against claim, including but not limited to reasonable attorney fees and expenses from any claim or action, and those costs and damages finally awarded against COUNTY in any such action. Such defense and payment shall be conditioned on the following:

1. That CONTRACTOR shall be notified within a timely manner in writing by COUNTY of any notice of such claim; and,

B. Remedy

Should the Licensed Product and Services, or the operation thereof, become, or in CONTRACTOR opinion are likely to become, the subject of a claim of infringement of a United

States patent or copyright, COUNTY shall permit CONTRACTOR at its option and expense either to procure for COUNTY the right to continue using the system, or to replace or modify the same so that they become non-infringing. If the Licensed Product or Services are replaced or modified, they shall be replaced or modified with a product or service that will be substantially the same as Licensed Product and Services and meet the purposes of this Agreement and COUNTY's needs.

If, in the sole opinion of COUNTY, the non-use of such infringing system makes the retention of other portions of the system acquired from CONTRACTOR under this Agreement impractical, COUNTY shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty. CONTRACTOR agrees to refund any sum COUNTY has paid CONTRACTOR less any reasonable amount for use.

C. Exclusions

Such indemnity by CONTRACTOR as to use of such system shall not apply to any infringement arising out of the use or in combination with other items where such infringement would not have occurred in the normal use for which the Licensed Product and Services were developed.

20. INDEPENDENT CONTRACTOR

CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons will be entirely and exclusively under direction, supervision and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by CONTRACTOR, and COUNTY will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

21. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY's request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

22. TAXES

COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any.

These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

23. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Products and Services required to be provided under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

24. RESPONSIBILITIES OF COUNTY

CONTRACTOR by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Agreement is to be based upon such investigation and research.

COUNTY shall provide all information reasonably necessary for CONTRACTOR in providing the Products and Services contracted herein.

25. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7).

26. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in **EXHIBIT C – Indemnification and Insurance Requirements**, attached hereto and incorporated herein by reference.

27. NONDISCRIMINATION

CONTRACTOR agrees that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

28. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

29. ASSIGNMENT

CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

30. TERMINATION

A. By COUNTY

COUNTY may, by 30 days' written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall discontinue all Services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

CONTRACTOR will deliver to COUNTY its data, in machine readable format, on appropriate media, at COUNTY's option. CONTRACTOR shall delete County data after it has been delivered to COUNTY.

1. For Convenience

COUNTY may terminate this Agreement upon thirty (30) days' written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

2. For Cause

Either party may terminate this Agreement for material failure by the other Party to comply with the terms of this Agreement provided such breach is not corrected within thirty (30) days after written notice of the breach is received from the other Party.

B. By CONTRACTOR

Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in **EXHIBIT B – Pricing**, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

31. TRANSITION ASSISTANCE

Upon termination of this Agreement for any reason, CONTRACTOR and COUNTY will develop a transition plan detailing each Party's respective tasks and associated costs in connection with the orderly transition and migration of the Licensed Product and Services to COUNTY or a third party contractor in the event the Agreement is terminated (Transition Plan). CONTRACTOR will, at COUNTY's option, continue to provide Services at the contracted rates for up to ninety (90) days after the date of termination in order to facilitate COUNTY's transition to a new service provider and CONTRACTOR shall provide such reasonable assistance as may be requested by COUNTY to effectuate such transition.

32. SOFTWARE ESCROW

A. Source Code Escrow

CONTRACTOR shall, on or before the occurrence of the Go-live, enroll the COUNTY as a Beneficiary of an applicable CONTRACTOR Source Code escrow account.

1. Payment

CONTRACTOR shall pay all costs associated for the escrow account.

2. Deposit

CONTRACTOR shall deposit in escrow, at least every six (6) months, updated Source Code containing all Upgrades to the Software and any Updates, Software Modifications and/or Interfaces released for Live Operations during the preceding six (6) months.

3. Term

The Source Code escrow shall be kept in effect for the term of this Agreement or until the COUNTY gives CONTRACTOR written notice of termination of the escrow.

4. Release

Source Code released under the terms of the Source Code Escrow Agreement shall be deemed part of the Software hereunder, subject to the terms and conditions of this Agreement, including but not limited to the license terms of this Agreement, except as modified below.

5. Confidentiality

The escrowed Source Code and other material released to the COUNTY hereunder shall be subject to all of the terms and conditions of this Agreement, including without limitation the confidentiality provisions herein, except as required by law. COUNTY shall make reasonable provisions for the secure storage of the Source Code.

6. License and Intellectual Property Rights

Provided that a release of Source Code is rightfully made hereunder, the COUNTY is granted a license to copy and use the Source Code for the sole purpose of software maintenance. For purposes of these Source Code escrow provisions, the term "software maintenance" means correction of software errors and preparation of software modifications and enhancements.

If the COUNTY creates new and original computer code not derived from the ImageTrend Software or the ideas, processes, methods of operation, technology or know-how implemented therein, in the process of software maintenance, the intellectual property rights (including copyright, patent and trade secret) in and to that specific new and original code shall be owned by the COUNTY.

However, if the COUNTY's enhancements or other modifications result in the creation of a derivative work from the Software, or a work based upon the ideas, processes, methods of operation, technology or know-how implemented therein, the intellectual property rights (including copyright, patent and trade secret) in and to such work shall be owned by CONTRACTOR and the COUNTY's rights to use such work shall be limited to those granted with respect to the Software in this Agreement. No rights to distribute Source Code or derivative works therefrom are granted hereunder.

33. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

34. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

35. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

36. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

37. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to

COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

38. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

39. NON-APPROPRIATIONS

Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or county governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

40. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

41. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all county, state and federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

42. CALIFORNIA LAW

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

43. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

44. AUTHORITY

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

45. PRECEDENCE

In the event of an inconsistency in this contract, the inconsistency shall be resolved in the following order:

- A. This Agreement and all exhibits or addenda attached hereto or incorporated by reference. In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.
- B. The proposal submitted by CONTRACTOR dated 12/06/13.
- C. The BAFO response.

46. BUSINESS ASSOCIATE

The COUNTY is considered to be a "Hybrid Entity" under the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq. and its implementing regulations including but not limited to 45 Code of Federal Regulations parts 142, 160, 162, and 164, ("Privacy and Security Rule"). The CONTRACTOR is considered to be a "Business Associate" under the Privacy Rule. CONTRACTOR must also comply with the Security Rule as a Business Associate if under this Agreement it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of title 45 of the Code of Federal Regulations.

The COUNTY and CONTRACTOR acknowledge that HIPAA mandates them to enter into a business associate agreement in order to safeguard protected health information that may be accessed during the performance of this Agreement. The parties agree to the terms and conditions set forth in **EXHIBIT D – Business Associate Agreement**.

47. CONFIDENTIAL INFORMATION

A. Confidentiality Obligations

From time to time, either Party may disclose or make available to the other Party reports, proprietary information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge (Confidential Information). Neither Party shall make available to any individual or organization such information nor data except as required by law.

Each Party agrees that during the term of this Agreement and thereafter it will use Confidential Information belonging to the other Party solely for the purpose of this Agreement; and each

Party will take all reasonable precautions to ensure that it does not disclose Confidential Information to any third party.

Upon request by a Party, the other Party will return all copies of any Confidential Information to the requesting Party. For Confidential Information that does not constitute trade secrets under applicable law, these confidentiality obligations will expire three (3) years after the termination or expiration of this Agreement. The Parties will be responsible for any breach of this provision by their respective employees, representatives, and agents.

B. Trade Secrets

CONTRACTOR shall identify any information it provides to COUNTY that CONTRACTOR considers a trade secret. Once so identified, COUNTY will have the responsibility to notify CONTRACTOR of any requests for such identified information and will assist CONTRACTOR in compliance with the provisions paragraph D below.

C. Required Disclosures

COUNTY, as a public agency, is, with certain exceptions, legally required to make documents in its possession public.

D. Equitable Relief

The Parties acknowledge and agree that a breach of its obligations under this section may cause harm to the other Party for which monetary damages are not a sufficient remedy. In such event the Parties understand and agree that the non-defaulting party shall be entitled to seek, from a court of appropriate jurisdiction, immediate injunctive or other equitable relief to which it may be entitled under the circumstances in addition to other remedies allowed under this Agreement.

48. FORCE MAJEURE

Neither Party shall be liable to the other, nor deemed in default under this Agreement, if and to the extent that such party's performance of this Agreement is delayed or prevented by reason of an event that is beyond the reasonable control of the Party affected and occurs without such Party's fault or negligence (Force Majeure). Force Majeure shall include but not be limited to acts of God, fire, flood, earthquake, other natural disaster, war or terrorism, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact.

If a delay or failure in performance by CONTRACTOR arises out of a default of its sub-contractors, and if such default arises out of causes beyond the control of both CONTRACTOR and sub-contractor, and without the fault or negligence of either of them, then CONTRACTOR shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule.

49. SUBSTITUTION

If particular people are identified by CONTRACTOR in **EXHIBIT A – Statement of Work** as working under this Agreement, CONTRACTOR will not assign others to work in their place without consulting with the COUNTY project manager as defined in **EXHIBIT A – Statement of Work**. Any substitution will be with a person of commensurate experience and knowledge.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **ImageTrend, Inc.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

Chair, Board of Supervisors

Date: _____

ATTEST:
MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED
TAKASHI WADA, MD, MPH
DIRECTOR / HEALTH OFFICER
PUBLIC HEALTH DEPARTMENT

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: _____
Director

By: _____
Risk Manager

APPROVED
NANCY LAPOLLA
EMS AGENCY DIRECTOR
PUBLIC HEALTH DEPARTMENT

APPROVED:
MICHAEL W. DYER
CHIEF, COUNTY FIRE DEPARTMENT

By: _____
EMS Agency Director

By: _____
Chief, County Fire Department

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **ImageTrend, Inc.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

CONTRACTOR

By: _____
Michael J. McBrady, President
ImageTrend, Inc.

Date: _____

EXHIBIT A

STATEMENT OF WORK

1. Overview

This Statement of Work (SOW) is incorporated into and is part of the ImageTrend Electronic Patient Care Record (ePCR) System Agreement (Agreement). Within this SOW, 'ImageTrend' refers to ImageTrend, Inc. and 'County' to the County of Santa Barbara Emergency Medical Services Agency and its Business Partners.

ImageTrend shall supply the County an ePCR system in accordance with the terms and conditions of the Agreement including this Statement of Work and its appendices.

This SOW establishes objective and mutual expectations and standards for the Products and Services deliverables, which are in some cases further defined through appendices to this document including Acceptance Test Plans (ATP) and Product Requirements Documents (PRD).

County-requested Modifications or Interfaces outside of the capabilities of the current production versions of the Software are described within this SOW. Work or Products and Services not described in this SOW or the Agreement, including but not limited to custom Software, are not included in this project. In such cases, these items may be added through a mutually agreed upon project change order, in writing, by the Parties to clarify any ambiguity or prior omission regarding this project's scope of work, or to address any change in this project's scope of work or schedule.

2. Responsibilities

2.1 ImageTrend

The ImageTrend deliverables for this project are the ImageTrend Rescue Bridge using the application service provider (hosted) model with the associated ImageTrend Field Bridge and Mobile Fire Inspections Client options described herein; and the additional Modules, Interfaces and Modifications described herein.

ImageTrend is not responsible for actions and activities that are identified as the responsibility of the County as stated in this SOW; for vendors who have provided systems to the County that are now the basis of Interfaces (except those functions provided by ImageTrend through subcontractor products); or for Products or Services that are outside the scope of this SOW.

2.2 County

The County's responsibilities are described throughout this document. These requirements include, but are not limited to, documentation submittals, training facilities, technical support and connectivity.

County is solely responsible for obtaining and providing its own Equipment and broadband connections and/or connections to the internet.

ImageTrend and County's respective project managers will work closely to review as necessary and to mutually agree upon the on-going County responsibilities and timelines that are specific to this project.

3. Project Organization

3.1 ImageTrend Project Manager

ImageTrend will appoint a project manager with the authority to make decisions relevant to the project. The project manager shall have direct access to ImageTrend executive management for resolving problems beyond the project manager's immediate authority.

The ImageTrend project manager will coordinate with the County's project manager through periodic meetings, create an implementation plan and schedule, review the project's progress, prepare project status reports, and review the current task list and upcoming milestones.

The ImageTrend project manager will manage the implementation plan and will coordinate, through the County's project manager, the activities of the County required for this project. The County and ImageTrend have agreed that the respective project managers will be the primary points of contact for implementation of this project.

3.2 County Project Manager

The County EMS Agency will assign a project manager as the County's principal contact for this project. The County's project manager coordinates resources to complete the tasks and activities that are the County's responsibility for this project. Activities include management of the County's staff; coordinating the activities of Business Partners; facilitating project schedules and meetings; timely approval and processing of invoices; and review and approval of Demonstrations of Licensed Functionality (DOLF), PRD, or ATP.

3.3 County System Administrator

The County EMS Agency-assigned system administrator(s) is the individual primarily responsible for system configuration; assignment and management of ImageTrend modular security; evaluation and implementation of version Upgrades; monitoring on-going system operation; reporting, prioritization and management of support issues; and all other tasks associated with operation of the system. This individual becomes the primary contact for the ImageTrend technical services department after the system is installed and once the system is in Live Operation. System administrators shall attend the ImageTrend system administrator course.

3.4 County Project Implementation Team

The project implementation team will include the County's EMS Agency project manager; the system administrator(s); a representative of Santa Barbara County Fire Department; a representative of American Medical Response (AMR); and a representative of Public Health IT and General Services IT. The team is responsible for participating in the project kickoff meeting; progress review meetings; the Demonstrations of Licensed Functionality; and making recommendations as necessary to the County Director of Emergency Medical Services. This team and these project meetings will provide the information necessary for ImageTrend to setup the system configuration files.

3.5 Clinical Team

The Clinical Team is comprised of a cross-section of the users from hospitals, ambulance and fire EMS providers that will meet to provide input to the configuration and daily operation of the system. The team will specifically review and provide input for the configuration of the Field Bridge client Software. All configuration decisions will be reviewed by the System Administrator for final authorization.

3.6 Technical Team

A technical team comprised of software system technicians from the EMS provider agencies will be formed to standardize, where practical, the technical aspects of this agreement including Software installation, server and database management, network routing, device imaging and all other issues of a technical nature.

4. Professional Services

4.1 Business Analysis

ImageTrend will provide a thorough business analysis for the County to assist in the configuration and use of Rescue Bridge, Field Bridge, Fire Mobile Inspections Client, and Permits as well as the proposed Interfaces and Modifications. The ImageTrend project manager will lead the County's implementation team in an analysis of the operational and reporting procedures utilized by the County relevant to ImageTrend implementation. This analysis will be utilized to configure the system. Based upon the business analysis, ImageTrend will guide the configuration of the Product and will lead the development of any necessary PRD for Interfaces and Modifications. This configuration will be the base configuration for the County and will set access controls and minimum standards for subsequent and subordinate provider configurations.

4.2 System Data

ImageTrend will define the data necessary to set up the system and provide County templates for the input of the set-up data. Set-up data will include the fields detailed in ImageTrend's standard Rescue Bridge Workbook and EMS Configuration Workbook, which may include personnel, provider, unit and destination, insurance company information, hydrants, streets and locations. County is responsible to provide accurate data as required in the implementation plan and timeline.

4.3 Training

Training will be based upon the business analysis conducted in accordance with the SOW. ImageTrend will provide training on three main levels:

4.3.1 System Administrator

System administrator training will be conducted through weekly status calls and system walk-throughs via Webinar Sessions and/or onsite at ImageTrend's Lakeville location based on ImageTrend's pre-scheduled training, at County's option. Training will be completed by the date mutually agreed upon in the Implementation Plan. It will include all training and

documentation necessary to provide up to three (3) people with the skills and knowledge necessary to administer the system as determined in the business analysis process described above. *System administrator training is considered part of the system set-up and project management and is not billed separately as training.*

4.3.2 Service Administrator

Service administrator training will be conducted on-site in Santa Barbara County. This training will include the skills and knowledge necessary for the administrator of each provider service to maintain and configure their permissible portion of the system. A minimum of ten (10) service administrators will be trained.

4.3.3 Master Trainers

Santa Barbara County will use the train-the-trainer model to bring all Authorized Users on line. ImageTrend will provide curriculum and training for up to 6 master trainers. Training will be conducted on-site in Santa Barbara County.

5. Functional Description of ImageTrend Product and Services

This project includes the installation of the current (as of the agreement execution date) production version of the Products and Services listed in this section. It also includes Interfaces and Modifications to these Products as described in separate sections of this SOW.

5.1 Service Overview

ImageTrend provides its service on the hosted model, delivering 24x7 online accesses to the web-based ImageTrend Rescue Bridge, the mobile data entry solution Field Bridge and the mobile data entry solution Fire Mobile Inspections Client.

5.1.1 Data Hosting Facility Security

ImageTrend Web applications are hosted in Minneapolis, MN in a secure data center. The facility is temperature controlled, utilizes an in-line 80kVa UPS with a 150 KW back-up generator, and a clean agent fire suppression system.

The facilities provide triple redundant, high-speed internet connections over fiber optic trunk lines. The data center is monitored electronically, allowing only authorized personnel access to the data floor. Individuals accessing the server room are logged.

The ImageTrend production network includes application/web and database servers. Databases are on a private network with access control managed through the firewall permitting only authorized administrators or approved VPN access.

Applications are monitored for availability and performance from multiple locations to ensure accurate measurement of current system health. Slow application pages and long running database queries are logged for analysis by server administrators and development staff. Serious errors and performance degradation trigger email alerts which are sent to support staff and cell phone alerts to 24/7 support staff. Support employees have VPN access to

production servers, to ensure accessibility and security, when accessing the servers from outside of the ImageTrend network.

The Rescue Bridge audit system tracks user information when accessing the secure portion of the application. IP address, User ID, date/time, browser information, and information on each file accessed are all tracked within a separate database which is kept for for the duration of the contract for reporting purposes and audit trails.

Security breaches are logged within the ImageTrend Project Management system for any required HIPAA disclosures related to security breaches or information disclosures. If a security breach occurs, the security module sends an email to the ImageTrend Director of Development and the ImageTrend Security Officer who in turn notify the designated customer contact per EXHIBIT D, HIPAA Business Associate Agreement (BAA).

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

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

5.1.2 Application Securities

5.1.2.1 Secure User Login

The applications follow best business practices for protected health information (PHI) security to ensure only authorized access to the system. Strong authentication or two form factor authentication practices are used to enhance login security.

5.1.2.2 Password Encryption

- Hash function implementation
- Check access log for sequential unsuccessful logins
- Set session logout variable

5.1.2.3 Password Requirements

- Length and complexity enforcement
- Validate password for case, length and composition

5.1.2.4 Login Expirations

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

5.1.2.5 Page Access Checking

Page access checking is used to make sure user has properly logged in and is not entering the site via an external link.

5.1.2.6 SSL Server Certificate

128-bit encryption Security Certificate

5.1.3 Permissions Administration

5.1.3.1 Manage Users and Groups

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

5.1.3.2 Permissions and Rights

Permission and rights govern what the user can see and do. System administrators control all global rights. Service administrators control and edit all of their own approved functions. Users have the ability to edit and view their own information.

5.2 System Requirements

ImageTrend Field Bridge mobile and Fire Mobile Inspections Client applications currently operate on a Windows platform: XP, Vista, Windows 7, and Windows 8 Pro. Hardware requirements include a minimum of 1 GHz processor with 2 GB RAM; 600 MB hard disk space; and 802.11 Wireless. **Optimal performance** requires a multi-core processor, Intel Core i5 or greater; 64-bit Windows operating system; 4 GB RAM; 1 GB available hard disk space; 802.11 Wireless; and Bluetooth. Supported screen resolution is 1024 x 768 or greater. Additional software requirements include: Microsoft .NET Framework 4.0 or higher for version 5.6 and greater; Microsoft .NET Framework 3.5 SP1 for versions up to 5.5; Adobe Flash Player 11 or higher; and Adobe Reader 10 or higher.

5.3 Summary of Product Standard Features

This section outlines the features provided by the current standard production version of the listed applications. These features may be further modified and enhanced as outlined in the Interface and Modification sections of this SOW.

5.3.1 Rescue Bridge – Ver. 6.0.4 or current

Rescue Bridge is the portal to fire and EMS modules working together to provide data collection, analysis and reporting. EMS and fire data is collected separately for incidents requiring only one type of reporting, or can be collected in two associated reports that will copy shared data to reduce entry time for incidents involving both types of data. This system utilizes the NEMSIS v2.2.1 dataset meeting state and federal data privacy requirements including HIPAA. Rescue Bridge allows NFIRS 5.0 reporting and collection and management of inspections data. Data is analyzed using pre-created reports available with the system or by creating a custom report with the included Report Writer 2.0. Data can be submitted to a variety of external systems using the NEMSIS or NFIRS formats.

Rescue Bridge features include the ability to: customize service information; create staff accounts and permission groups to control access; track and manage employee training; manage vehicles and inventory; view and automate general and customized reports; utilize HIPAA incident tracking; review and receive notifications for QA/QI notes; add and edit runs; track and view run history; improve run accuracy with run form validation; automate incident forms; map locations; and access critical information rapidly.

Additional features include – Auto-post and the AMR Billing Integration with Auto-export and Attachments plus the following included modules:

Fire	EMS
Activities	Certification Dashboard
Checklist	Documents
Fire Shifts	QA/QI
Hydrants	Report Writer 2.0
Inspections	Run History
Inventory	Staff
Locations	Training
Occupants	NFIRS Reporting 5.0

The then-current version of Rescue Bridge with associated modules will be demonstrated in DOLF-1.

5.3.2 EMS Field Bridge – w/NFIRS, Auto-CAD and Auto-Transfer Features – Ver. 6.0.4 or current

EMS Field Bridge works with Rescue Bridge and is a mobile pre-hospital patient care data collection and reporting application. It is NEMESIS Gold compliant and designed for speed and accuracy. EMS Field Bridge assists EMTs and paramedics in generating complete, real-time electronic patient care reports in a mobile environment. It documents incidents using touch or stylus input on a tablet or with ruggedized notebooks.

Pop-up power tools, integrations to EKG devices, and configurable run form templates allow data to be entered easily and configured to the needs of the agency, providers, and individual users. Data is electronically submitted to the State EMSA system.

Field Bridge also has an NFIRS 5.0 reporting tab that links the EMS data collected with the appropriate NFIRS files and allows the NFIRS EMS report to be completed from the Field Bridge.

The then-current version of Field Bridge will be demonstrated in DOLF-1.

5.3.3 Fire Mobile Inspections Client – Version 1.9.6 or current

Mobile Fire Inspections works with Rescue Bridge and is a field data collection application that assists fire inspectors. Fire inspectors are able to collect inspections data and access saved information about a location or occupant electronically, in the field. All the information necessary for a detailed and comprehensive report is available on site.

The application automatically suggests violations based on selected inspection deficiencies; auto-populates fields such as addresses, dates and contact information; scans documents directly into the application; accesses connected data with a single click; searches information

in real time for immediate filtering; allows entering miscellaneous notes at any point during the inspection; captures electronic signatures in the field; generates and prints reports on-site including batch reports; allows customized ad hoc inspection forms, reports and letters; accesses NIOSH definition files through location chemicals links; integrates with multiple violation code sets; and accesses additional building information, on-site materials, hydrants, hazmat and sprinklers in the field through location pre-plan modules.

The then-current version of Mobile Fire Inspections Client will be demonstrated in DOLF-1.

5.3.4 Visual Informatics

This application allows users to find patterns and relationships in data by using sophisticated techniques to build models. Large amounts of data stored in a series of dimensions, or cubes, allows the user to select only relevant dimensions, thus expediting analysis significantly. Visual Informatics will be demonstrated in DOLF-1.

5.3.5 Fire Permits Module

The Permits Module allows services to track all stages of the permit process. The application works with the already in-place location and occupant data. Fire service users can schedule permits into the future as needed. Individual fire services can define their permit checklist and types of permits. Reporting will be included to show which permits are due for renewal or how many of any type of permit are outstanding.

The then-current version of the Fire Permits Module will be demonstrated in DOLF-1.

5.3.6 Hospital Hub

Hospitals can use the Web-based Hospital Hub to access an ePCR from fire and ambulance services in PDF format for patients prior to or as they arrive. Hospital Hub connects with pre-hospital care providers through Rescue Bridge.

- A complete ePCR is available for each patient's medical record
- Provides pre-arrival notice to prepare space and treatment
- Filters to show only records relevant to the hospital
- Allows hospitals to generate reports on pre-hospital care

6. Interfaces

6.1 CAD

The Santa Barbara County Sheriff TriTech CAD system Interface shall be the first priority for integration. A PRD and ATP will be developed, the components of which will include the business concept, a schedule for the exchange of sample data files as well as programming, testing, and signoff. This Interface will be demonstrated in DOLF-2.

Interfaces with the Lompoc, Santa Barbara City and Santa Maria City CAD systems will be scheduled and planned if and when those systems agree to the integration and subject to those vendor's implementation issues. It is understood that costs charged by ImageTrend are for the

Recue Bridge side of the Interface only and costs for vendor work, if any, are outside the scope of this agreement.

6.2 California EMS Information System

ImageTrend shall construct and implement a data export process to provide County data to the California EMS Information System (CEMSIS).

The export of data to the state of California shall be in the CEMSIS format. The export of data to the CEMSIS database will be demonstrated in DOLF-2.

6.3 Billing

ImageTrend will construct an Interface for each of the following billing system:

- AMR – the custom billing integration developed to AMR specs and utilized by AMR operations in San Bernardino, Ventura, Santa Cruz and Cheyenne, WY
- Santa Barbara County Fire – Ortivus

Billing Interfaces shall be demonstrated in DOLF-2.

6.4 Cardiac Arrest Registry to Enhance Survival (CARES)

ImageTrend shall export mandatory data to CARES in a format provided by COUNTY and acceptable to CARES after a sufficient process has been allowed in the County for determining etiology and flagging appropriate records for transfer. ImageTrend shall construct a PRD and ATP for the CARES data export and it shall be demonstrated in DOLF-2.

6.5 Cardiac Monitor and AED

It is understood that cardiac monitor and AED interfaces are standard functions of the Field Bridge. The device Interfaces listed below will be demonstrated in DOLF-1.

- LifePak 15
- LifePak 1000
- Laerdal Heart Start FR2 & FR3
- Zoll AED+Plus

6.6 PDF Transfer

When a record is locked, whether automatically or by the user, a resultant PDF of the unified patient care report (version to be selectable) will be pushed to the designated hospital and will automatically attach to the hospital record. A hospital patient registration number is entered into Field Bridge by the user to provide the link between the systems.

The following hospitals are designated for this integration:

- Marian Regional Medical Center
- Cottage Health System (Santa Barbara, Goleta Valley, Santa Ynez Valley)
- Lompoc Valley Medical Center

It is understood that the Cottage Health System utilizes the same patient record system and is, for integration and other purposes, considered one entity. Each of the other hospitals is unique creating the need for three distinct Interfaces. Should any hospital entity refuse to participate, ImageTrend will only bill the County for the Interfaces completed. The PDF transfer process shall be demonstrated in DOLF-2.

7. Modifications

7.1 Custom Data Fields

ImageTrend will construct and add to its inventory custom data fields as specified by the County and at County discretion. Requested custom data fields will be tested, Accepted and billed as each is requested and constructed.

8. Implementation

Project implementation will consist of two phases: Pre-implementation and Implementation. Pre-implementation will include the completion of an implementation plan, preparatory work, and data exchange. The implementation phase will commence with the business analysis and will continue through Acceptance.

8.1 Pre-implementation Phase

Project implementation will involve activities and meetings to manage the project. Unless otherwise indicated herein, meetings will be conducted via conference call or web conferencing. These activities and meetings include, but are not necessarily limited to, the following required sessions:

8.1.1 Project Planning and Kick-off Meeting

This meeting will make introductions and begin discussing project deliverables, task ownership, and tentative timelines, including possible online and onsite training dates. After the meeting, ImageTrend will send the County project manager an email summarizing the call, which will contain preliminary document requests as well as contact information for the ImageTrend staff members who will be responsible for supporting project implementation. The ImageTrend and County project managers will determine the frequency of follow-up meetings and schedule the next meeting.

8.1.2 Implementation Plan and Timeline

Based upon discussions with and input from County, including the availability of County's personnel and facilities, the ImageTrend project manager will develop an implementation plan and timeline that sets forth the project timeline for:

- Business analysis
- Set-up documentation exchange
- ePCR System Setup
- Mobile software installation
- Demonstrations of licensed functionality (DOLF)

- System and Provider Administrator training
- Pilot project
- End-user training
- Go-live
- Post Go-live follow-up
- System Acceptance

The plan shall also include the Interface and Modification PRD and ATP documents. The County and ImageTrend shall agree upon the project tasks and schedule in writing prior to commencing any further work on the project.

The mutually accepted implementation plan is a deliverable and will become attached to and incorporated in **EXHIBIT A – Statement of Work**.

8.1.3 Documentation Requests

In the pre-implementation phase, ImageTrend will collect the documentation needed to complete the system set-up. This documentation will include a set-up file containing agency-specific personnel information, information about medic units and vehicles, information about facilities to and from which County agencies commonly transport patients, and other information required for the system set-up and configuration. County will provide this information in the format and timeframe agreed upon between the parties.

8.1.4 Interface & Modification Plan

As part of the implementation plan and timeline, ImageTrend will develop the necessary Interface and Modifications documents specific to County requirements contained herein. The parties shall agree on the architecture and operation of the Interfaces and Modifications before any work commences. Each Interface and Modification shall have a product requirements document (PRD) specifying the operation of the Interface or Modification, the work plan necessary to build the Interface or Modification and an acceptance test plan (ATP) describing the process for testing and acceptance of each. The Interfaces selected by County are listed in **Section 6** of this SOW. The Modifications selected by County are listed in **Section 7** of this SOW.

8.2 Project Implementation Phase

ImageTrend and County will mutually agree that the project is ready for the implementation phase based on review and mutual acceptance of the implementation plan. Once this agreement is reached, implementation will begin.

8.2.1 Business Analysis

ImageTrend will conduct the business analysis as stated in **Section 4.1** of this SOW. The ImageTrend business analyst shall be conducted on-site in Santa Barbara County.

8.2.2 System Set-up

ImageTrend is responsible for setting up a master account which will allow County system administrators to have full control of all functions that make up the County system.

ImageTrend will configure the County account on its WEB service and database servers including all access permissions, site domain and SSL accounts.

ImageTrend will define the data necessary to set up the system and provide County templates for the input of the set-up data. Set-up data will include the fields detailed in ImageTrend's standard Rescue Bridge Workbook and EMS Configuration Workbook, which may include personnel, provider, unit and destination, insurance company information, hydrants, streets and locations. County is responsible to provide accurate data as required in the implementation plan and timeline.

ImageTrend will import the standard Rescue Bridge Workbook.

8.2.3 System Administrator Training

After the system is fully set up, ImageTrend will train at least three County personnel in the use, configuration and maintenance of the system. System administrator training will be conducted through weekly status calls and system walk-through via Webinar Sessions and/or onsite at ImageTrend's Lakeville location based on ImageTrend's pre-scheduled training, at County's option. Training will be completed by the date mutually agreed upon in the Implementation Plan.

8.2.4 System Master Configuration

ImageTrend shall provide, through walkthroughs conducted via webinar, support in configuring the County system. Based on the business analysis required herein and the Software's capabilities, ImageTrend will assist in configuring the master system to County specifications.

This configuration session will include, but not be restricted to:

- Assigning user names
- Assigning roles and claims
- Establishing password and lockout policies
- Adapting templates provided by others
- Adding medications and consumables
- Creating data retention, patient lookup, and update settings
- Selecting the most commonly used medications and procedures to appear in the Power Tools section of the mobile application

8.2.5 Mobile Application Installation

ImageTrend shall review and approve the County-selected Third Party Items to be installed on County provided and ImageTrend approved Equipment. ImageTrend shall provide support and advice to County technical staff in creating the base configuration for County hardware and attendant System Software installed thereon.

Third Party Items will include the ImageTrend-required additional Software listed in the minimum requirements section of the RFP, the anti-virus software selected by the County and any other System Software deemed necessary by the County.

ImageTrend will provide Support for the installation and testing of the Field Bridge Software on County Authorized Users' mobile Equipment.

8.2.6 Service Administrator Training

Service administrator training is an in-depth view of all of the purchased ImageTrend components available to the individual service providers as determined by the master configuration and to the administration of all available functions.

Following the master system configuration, designated personnel from each provider agency will be introduced to the ImageTrend Products and Services, trained in the administration of their portion of the system and assisted in configuring their portion of the Software subject to the restrictions of the base configuration. ImageTrend will supply any necessary Documentation. The ImageTrend Service Administrator trainer shall be on-site in Santa Barbara County.

This session will include, but not be restricted to:

- Overview of the Product capabilities
- Overview of data flow and system security, including creating login credentials.
- Assigning user names
- Assigning roles and claims
- Loading provider-specific, custom forms
- Adding agency-specific billing authorization language
- Adding a company logo
- Quality Management and Reporting modules
- Add additional personnel, facilities, etc. not entered as part of the initial system setup.

8.2.7 Demonstrations of Licensed Functionality (DOLF)

The DOLF process is an assessment of the capability of the Service and Product to perform their functions as designed. This is accomplished through a review of the Software's compliance with the ATP designed for each of the functions.

ImageTrend will provide an inventory of all ATP's to be delivered to the County and will deliver each ATP per the project schedule. The County will review each ATP, rework it as necessary with ImageTrend's concurrence, and approve each ATP in a timely manner.

The County will perform each ATP during the applicable DOLF. ImageTrend will work with the County to document issues that arise during the DOLF and resolve applicable issues per SOW **Section 11 - Issue Management**.

ImageTrend and County will mutually agree in writing as to the status of all open items following completion of each DOLF (Test Cycle Status Report).

8.2.7.1 DOLF-1

When ImageTrend has set up the system in accordance with this SOW and County has completed the base configuration and subordinate service configurations, the system will be deemed ready for demonstration.

The intent of DOLF-1 is to test the standard functionality of the Rescue and Field Bridge Products as well as the Fire Mobile Permits Client, Hospital Hub, and Permits modules using the County set-up and configuration. Also included in DOLF-1 will be:

- Defibrillator Interfaces
- QA module w/messaging
- Report Writer 2.0
- Basic reporting and Visual Informatics

ImageTrend shall demonstrate the basic web-based Rescue Bridge application Software; the Field Bridge and Fire Mobile Inspections Client mobile Software; and the Permits module. This demonstration shall include all standard administrative, operational, quality management and reporting functionality, but will not include Interface or Software Modification functionality.

All ATP used in DOLF-1 shall be mutually agreed upon in the implementation plan. County will construct, in advance of DOLF-1, a test patient care record database against which to prove the standard functionalities. County will provide mobile devices of each representative type with broadband connectivity for installation and testing of the Field Bridge functionality as well as AED and cardiac monitors of each representative type. ImageTrend shall provide the Field Bridge mobile and Fire mobile Inspections Client application Software to be downloaded on sufficient mobile devices to conduct the demonstration.

Issues raised at DOLF-1 shall be documented in the DOLF-1 Test Cycle Status Report and corrected as is necessary prior to DOLF-2.

8.2.7.2 DOLF-2

The intent of DOLF-2 is to demonstrate the entire ePCR system as purchased in a near-Live Operations environment including all Modifications and Interfaces. After all DOLF-1 issues have been addressed in a manner acceptable to County and in conformance to the implementation plan timeline, ImageTrend shall demonstrate the system as an integrated fully operational Product and Service including following Interfaces and Modifications:

TriTech CAD Interface (Other CAD Interfaces if completed)
CEMSIS data transfer process
CARES Interface
Hospital PDF Transfer Integration (three hospital entities)
Ortivus Billing (County Fire) Interface
AMR Billing Interface
NFIRS data transfer process

County will construct a patient care record database against which to test these functionalities. Issues raised at DOLF-2 shall be documented in the DOLF-2 Test Cycle Status Report and corrected as is necessary prior to the Pilot Phase.

8.2.7.3 Pilot Test Phase

There will be a pilot test phase of at least 60 days with select services to evaluate the Product's effectiveness in Live Operations and to further incorporate local policies and procedures. During this period configuration and training plan adjustments can be installed to improve the Product's specific functionality. The completion of the pilot program is a milestone for assessing the overall project success and will mark the readiness for Go-live. ImageTrend will assist during this time and provide a Pilot Test Cycle Status Report.

8.3 User Training Phase

The County views the user level training and the post Go-live support period as critical to user acceptance of the system and its optimal performance. ImageTrend will support both categories as outlined in this section.

8.3.1 On-site Master Trainer Concept

ImageTrend shall provide approved instructors to train local master instructors on-site to the level necessary to conduct large-scale field-user training. The County project manager will designate up to six (6) qualified individuals to be trained as master instructors.

ImageTrend shall provide master trainers with the skills necessary to successfully train field end-users including, but not limited to:

- Overview of data flow and system security, including creating login credentials, lost password procedures, and associations
- Accessing the system through Rescue and Field Bridge
- Managing user configurations, dashboard, updates and other user interfaces
- Entering patient data in all templates; overwrite issues and changes
- CAD data import and transfer of data
- Posting a PCR
- Understanding and correcting validation
- Attaching files and addendums; downloading cardiac data from monitors and AED (all types in County system)
- Obtaining telephone and on-line support from ImageTrend

ImageTrend shall, at the County's discretion, provide Documentation including training videos for user self-study or trouble shooting.

Subsequently, training of field end-users is the responsibility of the County and its Business Partners.

8.3.1.1 Power User Training

ImageTrend will provide two power user training sessions of approximately 4 hours in length. This training will include, but not be limited to:

- The basic master trainer topics and practices listed above.
- Advanced information about ePCR systems in general and ImageTrend Field Bridge in particular.
- Tips for troubleshooting issues.

8.3.1.2 Quality Manager Training

Concurrent with or subsequent to service administrator training, ImageTrend shall conduct training specific to the QA managers of County and Business Partners. This training shall guide QA managers through the QA capabilities of the system to include but not limited to:

- Rescue Bridge overview
- Hospital Hub
- QA module overview
- Documentation functions
 - ✓ CAD reconciliation
 - ✓ Validation/grading system
 - ✓ Report Writer 2.0
- Clinical review functions
 - ✓ Confidential messaging system
 - ✓ Real-time feedback capabilities
 - ✓ Escalate review tool
 - ✓ Online collaboration with QA/QI team
- Outcomes component functions

9. Go-live

When the pilot project has been completed and any issues listed in the Pilot Test Cycle Status Report have been corrected, a date will be set for Go-live. Go-live shall constitute the use of the ImageTrend Products and Services in Live Operations for the County and all of its Business Partners. The Go-live date shall trigger the beginning of the annual Software Support period.

9.1 County Responsibilities

Prior to Go-live County shall complete the following tasks:

9.1.1 Equipment

County and Business Partners shall purchase and configure all hardware necessary for Live Operations including Third Party Items and wireless and internet connectivity.

9.1.2 Configuration

County shall validate and codify the configuration of the master system and all provider configurations.

9.1.3 Training

County will arrange for the training of sufficient Users to make Go-live effective.

9.1.4 Approval

County shall determine that all facets of the project are ready for Go-live and shall approve Go-live and set the date.

9.2 ImageTrend Responsibilities

ImageTrend shall notify County when the system is ready for full Live Operations. This shall include all corrections required from the Pilot Test Cycle Status Report.

10. Final Acceptance Test Cycle

10.1 Reliability Testing

The reliability test period will be a ninety (90) calendar day period that shall begin upon the date of Go-live. The reliability test will ensure that the functions, successfully tested during DOLF-, DOLF-2 and Pilot continue to function successfully under extended Live Operations.

During the reliability test period, ImageTrend shall not make any Modification to the current versions of the Software being used by Santa Barbara County without specific authorization from the County.

At the end of the reliability testing period, the County will evaluate the performance of the Products and Service based on down time experienced and whether or not any Critical or High Priority issues have been documented and repaired. If no such issues have been documented the Product and Service shall be deemed to have successfully completed reliability testing.

10.1.1 Critical Priority Software Error

This level of failure includes a critical software error, which severely impacts the ability of the County and its Authorized Users to record patient care information.

Examples of these Software errors include, but are not limited to:

- Loss of data due to Service malfunction
- Software lockup
- Data corruption caused by ImageTrend Software
- ImageTrend Software is inoperable due to one of the following conditions:

- ✓ Inability to enter new requests for service
- ✓ Inability to assign a call to a unit
- ✓ Inability to enter data not related to connectivity
- ✓ Inability to transfer, post or lock a PCR

10.1.2 High Priority Software Error

This is a non-critical Software error which does not prevent the user from opening or initiating a record, but which does prevent the User from performing an entry, accessing a protocol, receiving or sending integration data, or accomplishing system administrative functions. These do not include cosmetic, documentation, reporting, or similar problems nor do they include questions or inquiries regarding the operation of the Software or its installation and training.

10.2 Final System Acceptance

Following the successful completion of the reliability test cycle, the County and ImageTrend will generate a Final Project Status Report that identifies any unresolved issues with the project.

If no uncorrected Critical or High Priority Software errors remain, the County shall provide a written Letter of Final System Acceptance. Any remaining issues will be prioritized and scheduled for resolution per **Section 11 – Issue Management** of this SOW.

Should there be any outstanding critical or high priority errors outstanding at the termination of the reliability test period, or there occurred unacceptable numbers of such during the reliability test period, County and ImageTrend shall discuss and agree on a remediation plan before the Product and Service will be Accepted.

11. Issue Management

If during any of the testing cycles the County determines that a Product or Service does not perform in accordance with the ATP, the ImageTrend Project Manager shall be notified, setting forth the defects noted with specificity as requested by ImageTrend. Upon notification of such a non-conformance, ImageTrend shall have a reasonable time to reproduce and verify it. Test failures for functions required by this SOW, as documented in the applicable ATP, will be managed according to the following.

When reproduced and verified, ImageTrend will correct the non-conformance by (i) developing and delivering a correction to the Subsystem Software, (ii) providing a temporary technical work-around, if reasonably feasible, or (iii) in the case of problems that do not materially affect operation of the Subsystem pursuant to the criteria set forth in the Acceptance Test Plan, providing a future release of an Update to the Subsystem Software and/or Documentation under the applicable Software Support agreement. Within ten (10) business days after receipt of a correction, the County shall retest the corrected function(s) and report any other non-compliance with the ATP.

Test failures for functions not required by the System Purchase Contract or SOW, or as documented in the applicable ATP, will be considered Warranty or Support issues and will be managed under those procedures.

EXHIBIT B

PRICING

A. Not-to-Exceed Amount

For CONTRACTOR Products and Services to be rendered under this Agreement, CONTRACTOR shall be paid a total amount, including cost reimbursements, not to exceed **\$581,023** as follows:

First year (one-time): \$343,403
Years 2-5 (each year): \$ 59,405 (for a total 4-year amount of: \$237,620)

Upon subsequent Options to Renew this Agreement for Years 6-11, the total amount shall be \$66,928 annually, for a total not to exceed amount of \$401,568.

B. Annual Costs

Year 1 Costs

ImageTrend Rescue Bridge

Rescue Bridge License..... \$55,000
Rescue Bridge Annual Hosting..... \$12,000
Rescue Bridge First Year Support..... \$8,800
Rescue Bridge Total..... **\$75,800**

ImageTrend Field Bridge

Field Bridge License..... \$36,250
Field Bridge First Year Support \$5,800
Field Bridge Total **\$42,050**

Installation & Implementation

Set-up & Project Management..... **\$12,500**

CAD Interface

CAD Integration 4 @ \$8,000 (ImageTrend side only) \$32,000
CAD First Year Support 4 @ \$1,280..... \$5,120
CAD Hosting 4 @ \$1,000 \$4,000
CAD Integration Total..... **\$41,120**

Billing Integration – Ortivus

Set-up \$2,500
Ortivus First Year Support..... \$400
Ortivus Total..... **\$2,900**

Billing Integration – AMR

Auto-export NEMIS NISE XML File (Ventura model)	\$3,000
Auto-export First Year Support	\$480
Auto-export Hosting.....	\$2,000
Inclusion of Attachments (Ventura model)	\$3,000
Attachments First Year Support.....	\$480
Attachments Hosting	\$3,000
AMR Billing Total.....	\$11,960

Hospital PDF Export

Hospital PDF Export Hospital Integration (3 @ \$6,000)	\$18,000
PDF Export First Year Support (3 @ \$960)	\$2,880
Hosting (3 @ \$1,100)	\$3,300
PDF Export Total.....	\$24,180

CARES Export

CARES Export Development & Integration	\$15,000
CARES Export First Year Support.....	\$2,400
CARES Export Total.....	\$17,400

Hospital Hub

Hospital Hub Set-up Fee	\$7,500
First Year Support	\$1,200
Hospital Hub Total.....	\$8,700

Visual Informatics (price guaranteed for 2 years from date of agreement)

Visual Informatics Set-up Fee (Includes 1 cube).....	\$15,000
Additional Cube (Fire: 1 @ \$6,000)	\$6,000
First Year Support (EMS @ \$2,400 – Fire @ \$960).....	\$3,360
Visual Informatics Total	\$24,360

Mobile Fire Inspections Client

Mobile Fire Inspections Client Site License	\$15,000
First Year Support	\$2,400
Mobile Fire Inspections Total.....	\$17,400

Permits (price guaranteed for 2 years from date of agreement)

Set-up Fee	\$5,000
First Year Support	\$800
Permits Total	\$5,800

Custom Development

Development (15 @ \$2,500)	\$37,500
First Year Support (15 @ \$400).....	\$6,000
Custom Fields Total	\$43,500

Training (Invoice personnel and travel expenses per trip as incurred)

Training Sessions (per day per trainer).....	\$1,000
Implementation & Training Travel (per trip).....	\$1,500

Out of Scope Custom Development (Subject to mutual agreement)

Hourly Rate	\$125
Year 1 Sub-total.....	\$ 327,670
10% Discount.....	\$ (32,767)*
Year 1 Discounted.....	\$ 294,903
Training and Travel	\$ 15,500
Contingency	\$ 33,000
<i>*Discount based upon product or service totals in bold-italics above</i>	
Year 1 Total.....	\$343,403

Annual Recurring Costs – Years 2 through 5

Support costs are calculated on 14% of original license fees. Hosting costs are not discounted.

Year 2 through 5 Costs (Per year)

Rescue Bridge Hosting.....	\$12,000
Rescue Bridge Support	\$7,700
Field Bridge Support.....	\$5,075
CAD Support 4 @ \$1,120.....	\$4,480
CAD Hosting 4 @ \$1,000	\$4,000
Ortivus Support	\$350
Auto-export Support	\$420
Auto-Export Hosting	\$2,000
Attachments Support.....	\$420
Attachments Hosting	\$3,000
PDF Export Support (3 @ \$840).....	\$2,520
PDF Export Hosting (3 @ \$1,100)	\$3,300
CARES Export Support	\$2,100
Hospital Hub Support	\$1,050
Visual Informatics Support.....	\$2,940
Mobile Fire Inspections Support	\$2,100
Permits Support.....	\$700
Custom Fields Support (15 @ \$350)	\$5,250
Annual Cost - Years 2 through 5	\$59,405

C. Costs Subsequent to “Option To Renew Agreement” for Years 6-11

Subsequent to the five (5) year initial term, this Agreement may be renewed for up to two (2) succeeding terms of three (3) years each. Costs are per year and include increase of support costs to 17%. Hosting costs do not increase.

Annual Recurring Costs – Years 6 through 11 (Renewal Terms 1 through 3)

Rescue Bridge Hosting.....	\$12,000
Rescue Bridge Support	\$9,350
Field Bridge Support.....	\$6,163
CAD Support (4 @ \$1,360)	\$5,440
CAD Hosting (4 @ \$1,000).....	\$4,000

Ortivus Support	\$425
Auto-export Support	\$510
Auto-Export Hosting	\$2,000
Attachments Support	\$510
Attachments Hosting	\$3,000
PDF Export Support (3 @ \$1,020).....	\$3,060
PDF Export Hosting (3 @ \$1,100).....	\$3,300
CARES Export Support	\$2,550
Hospital Hub Support	\$1,275
Visual Informatics Support.....	\$3,570
Mobile Fire Inspections Support	\$2,550
Permits Support.....	\$850
Custom Fields Support (15 @ \$425)	\$6,375
Annual Cost - Years 6 -11	\$66,928

D. Cost Escalation Factors

Notwithstanding costs defined above in this **Exhibit B – Pricing**, CONTRACTOR reserves the right to escalate recurring annual costs according to the formula included in this Section D.

Annual Recurring Costs include: annual support, hosting or transaction fees. Escalation of these costs shall be based on increased run volume experienced by COUNTY. The basis for initial rates under this Agreement is 50,000 calls per year. CONTRACTOR may impose a 5% increase in all categories of Annual Recurring Costs for each increase of 10,000 calls per year starting at 60,000 calls. The 5% increase shall be based upon the then-current fees as set forth in this **Exhibit B – Pricing**. Should a run-based increase precede a contractual increase, the larger amount shall prevail.

CONTRACTOR will provide COUNTY 90-days written notice of any intent to apply the increases allowed above. COUNTY will make every effort to pay the increase on demand. However, under the provisions of the non-appropriation clause in the Agreement, COUNTY may elect to begin the increase in the following budget cycle due to lack of appropriated funds in the then-current budget cycle. The rate increase shall not be retroactive.

E. Project Deliverables and Payment Schedule

Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR’s satisfactory performance, as determined by COUNTY, based upon the scope and methodology contained in **EXHIBIT A – Statement of Work** and according to **Sections B and C** of this **EXHIBIT B – Pricing**.

Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified, CONTRACTOR shall submit to the COUNTY project manager an invoice or certified claim on the County Treasury for the Products delivered or Services performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. The COUNTY Project Manager shall evaluate the quality of the Products and Services provided and/or item(s) delivered and when found to be satisfactory shall approve payment for processing.

F. Project Deliverables and Payment

1. Deliver Basic System \$37,710.45
 - a) Set-up Santa Barbara County site domain and SSL accounts
 - b) Provide access to:
 - Rescue Bridge and associated standard modules
 - Field Bridge Client
 - Mobile Inspections Client
 - Permits
 - Hospital Dashboard (Hospital Hub)
 - Visual Informatics
 - c) Provide system administrator access and control

2. Successful Completion of Implementation Plan (items a-e below) \$50,280.60
 - a) Business Analysis
 - b) System Administrator Training
 - c) Master System Configuration
 - d) PRD and ATP completion and agreement
 - e) Service Administrator Training (invoiced as used as detailed in item 6 below)

3. Demonstration of Licensed Functionality – Basic System \$37,710.45
 - a) Successful installation of mobile client software on County Equipment
 - b) System meets requirements of DOLF-1 ATP defined in Implementation Plan including:
 - Defibrillator interfaces
 - QA module with messaging
 - Report Writer 2.0
 - Visual Informatics

4. Demonstration of Licensed Functionality – Complete System \$75,420.90
 - a) System meets requirements of DOLF -2 ATP defined in Implementation Plan including:
 - Tri-tech CAD Interfaces (others if complete)
 - CEMSIS Data Transfer
 - CARES Data Transfer
 - Hospital PDF Transfer
 - AMR Billing Interface
 - NFIRS Data Transfer
 - Ortivus Billing Interface
 - b) Master Trainer and QA training

5. System Acceptance \$50,280.60
 - a) Completion of Pilot

- b) Ability to Go-live
- c) Completion of Final Acceptance Test Cycle (90 days)

6. Training	\$15,500
Invoiced as used @ \$1,000 per day and \$1,500 per trip	
7. Contingency	\$33,000
Invoiced as used for change orders as determined by County	
8. Custom Development	\$43,500
Invoiced for each custom data field or other custom work as requested by County	

First Year Total **\$343,403**

COUNTY’s failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY’s right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

G. Payment Terms

1. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
2. The recurring annual costs are billed annually in advance. First year support and hosting costs will be paid as an increment of the payment schedule shown in the table in Section F above. However, for the purposes of future recurring cost payments, the date of system Go-live will be the anniversary date and the next recurring payment will be due one year hence and on that date thereafter for the life of the agreement.

H. Cooperative Use of Contract

Any Contract resulting from this solicitation shall be for the use of Santa Barbara County. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the Santa Barbara County’s Department of Procurement are eligible to participate in any subsequent Contract. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.

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

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Service Contracts)

INDEMNIFICATION PERTAINING TO OTHER THAN PROFESSIONAL SERVICES

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

INDEMNIFICATION PERTAINING TO PROFESSIONAL SERVICES

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, costs, expenses (including but not limited to attorneys' fees), judgments and/or liabilities arising out of the negligent performance or attempted performance of the provisions hereof, including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".

7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement.
9. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.
10. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT D
HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

Revised: May 1, 2013

This Business Associate Agreement (“BAA”) supplements and is made a part of the Agreement between COUNTY (referred to herein as “Covered Entity”) and CONTRACTOR (referred to herein as “Business Associate”).

RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”), and 45 CFR Parts 160 and 164, Subpart C (the “Security Rule”), Subpart D (the “Data Breach Notification Rule”) and Subpart E (the “Privacy Rule”) (collectively, the “HIPAA Regulations”).

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (C.F.R.) and contained in this BAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. Obligations of Business Associate

- a. **Permitted Uses.** Business Associate shall not use Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Further, Business Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by Covered Entity. However, Business Associate may use Protected Information (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, or (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by Covered Entity. However, Business Associate may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. If Business Associate discloses Protected Information to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Business Associate of any breaches of

confidentiality of the Protected Information, to the extent the third party has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Business Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement, the BAA, or the HIPAA Regulations.
- d. **Appropriate Safeguards.** Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** Business Associate shall report to Covered Entity in writing of any access, use or disclosure of Protected Information not permitted by the Agreement and this BAA, and any Breach of Unsecured PHI, as required by the Data Breach Notification Rule, of which it becomes aware without unreasonable delay and in no case later than 60 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Subcontractors and Agents.** Business Associate shall ensure that any agents and subcontractors to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI and implement the safeguards required by paragraph (c) above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** To the extent that the Covered Entity keeps a designated record set then Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to Covered Entity for inspection and copying within five (5) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 CF.R. Section 164.504(e)(2)(ii)(E)]. If Business Associate maintains an Electronic Health Record, Business

Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

- h. **Amendment of PHI for Business Associate who is Required to Maintain a Record Set.** If Business Associate is required to maintain a designated record set on behalf of the Covered Entity the Business Associate shall within ten (10) days of receipt of a request from Covered Entity for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such Protected Information available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by Covered Entity of a request for an accounting of disclosures of Protected Information, Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by Covered Entity. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Business Associate maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Information except as set forth in Sections 2.b. of this BAA [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this Agreement.
- j. **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to Covered Entity and to the Secretary of the U.S. Department of Health and Human Services (Secretary) for purposes of determining Business Associate's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. Business Associate shall provide to Covered Entity a copy of any Protected Information that Business Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** Business Associate (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the

purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. Business Associate understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”

- l. **Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the Protected Information.
- m. **Business Associate’s Insurance.** Business Associate represents and warrants that it purchases commercial insurance to cover its exposure for any claims, damages or losses arising as a result of a breach of the terms of this BAA.
- n. **Notification of Possible Breach.** During the term of the Agreement, Business Associate shall notify Covered Entity within twenty-four (24) hours of any suspected or actual breach of security, or any access, use or disclosure of Protected Information not permitted by the Agreement or this BAA or unauthorized use or disclosure of PHI of which Business Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]
- o. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity’s obligations under the Agreement or this BAA or other arrangement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of the Covered Entity that Business Associate believes constitutes a material breach or violation of the Covered Entity’s obligations under the Agreement or this BAA or other arrangement within five (5) days of discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- p. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this BAA for the purpose of determining whether Business Associate has complied with this BAA; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate’s facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, nor does Covered Entity’s (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate’s remediation of any unsatisfactory practices, constitute

acceptance of such practice or a waiver of Covered Entity's enforcement rights under the Agreement or this BAA, Business Associate shall notify Covered Entity within ten (10) days of learning that Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

- a. **Material Breach.** A breach by Business Associate of any provision of this BAA, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Agreement for any reason, Business Associate shall, at the option of Covered Entity, return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by Covered Entity, Business Associate shall continue to extend the protections of Section 2 of this BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If Covered Entity elects destruction of the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

4. Indemnification

If Business Associate fails to adhere to any of the privacy, confidentiality, and/or data security provisions set forth in this BAA or if there is a Breach of PHI in Business Associate's possession and, as a result, PHI or any other confidential information is unlawfully accessed, used or disclosed, Business Associate agrees to reimburse Covered Entity for any and all costs, direct or indirect, incurred by Covered Entity associated with any Breach notification obligations. Business Associate also agrees to pay for any and all fines and/or administrative penalties imposed for such unauthorized access, use or disclosure of confidential information or for delayed reporting if it fails to notify the Covered Entity of the Breach as required by this BAA.

5. Disclaimer

Covered Entity makes no warranty or representation that compliance by Business Associate with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

6. Certification

To the extent that Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA relating to certification of its security practices, Covered Entity or its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this BAA.

7. Amendment to Comply with Law

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. Covered Entity may terminate the Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Agreement or this BAA when requested by Covered Entity pursuant to this Section or (ii) Business Associate does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

8. Assistance in Litigation of Administrative Proceedings

Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement or this BAA, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is named adverse party.

9. No Third-Party Beneficiaries

Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

10. Effect on Agreement

Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

11. Entire Agreement of the Parties

This BAA supersedes any and all prior and contemporaneous business associate agreements between the parties and constitutes the final and entire agreement between the parties hereto with respect to the subject matter hereof. Covered Entity and Business Associate acknowledge that no representations, inducements, promises, or agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein. No other agreement, statement or promise, with respect to the subject matter hereof, not contained in this BAA shall be valid or binding.

12. Interpretation

The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

EXHIBIT E

TECHNICAL USE POLICY



**Confidentiality of Information, Business Equipment Agreement
& Use of Information Technology**

300 North San Antonio Road, Santa Barbara, California 93110
(805) 681-5377/FAX (805) 681-4922

Confidentiality of Information

In the course of your employment with the Santa Barbara County Public Health Department, you are expected to abide by all relevant policies and regulations and you are bound by an oath of confidentiality regarding laws which pertain to the confidentiality of such information and to its release and use. Non-patient information may be confidential.

If you are unsure whether information is confidential, you have an obligation to determine through an appropriate supervisor whether the information is confidential and whether you have the authority to release the information (Patient Information W&I Code, Section 5232).

In the event you unlawfully reveal or make available information, which is confidential, you may be subject to disciplinary action and to civil damages and penalties as set forth by law.

I have read and I understand the above Notice of Confidentiality of Information and I agree to act in accordance with its contents.

Signature: _____ **Date:** _____

Print Name: _____

Business Equipment Issued

COUNTY issued equipment can be used only for COUNTY business purposes only. Employees are responsible for returning all equipment upon termination of assignment with the COUNTY.

I have read and I understand the above Business Equipment Agreement and I agree to act in accordance with its contents.

Signature: _____ **Date:** _____

Print Name: _____

Use of Information Technology

Information Technology is defined as hardware, software, network and computer applications used in the workplace. I understand that access to Information Technology within the Santa Barbara County Public Health Department is limited to those individuals who are:

- Bound by an Oath of Confidentiality (W&I Code Section 5232);
- Issued an account authorized and assigned by the current Systems Administrator or designated Public Health Department employee;
- Currently employed by the Santa Barbara County Public Health Department.

I understand that my login user identification is for my use only and that my password is to be known only to myself. I understand that the unauthorized release or confidential information may make me subject to a civil action, including a \$500.00 fine, under provisions of the W&I Code.

Internet Use

I hereby acknowledge that I will be held accountable for my actions when accessing the Internet from COUNTY owned resources. I understand that the use of the Internet is restricted to the following:

- I will use the COUNTY's Internet access for COUNTY management approved purposes only. Personal Communications and research are not allowed;
- I will not transmit or make available sensitive COUNTY data over the Internet;
- I will not transmit data and/or communication violating any applicable law or regulation (including copyright laws);
- I will not communicate any language, which may be deemed offensive in any way.
- I will not share my login identification and password;
- I will not leave my Internet session unattended;
- I will not jeopardize network services by knowingly or carelessly distributing computer worms, Trojan horses or viruses. I will follow all virus protection procedures.
- I am aware that my activity on the Internet, including sites that I visit, may be monitored;
- I will follow the COUNTY's IS Plan *Information Security Guidelines* and its *Internet Use Guidelines*;
- I recognize that my willful or negligent failure to fulfill these responsibilities could result in the abuse of COUNTY information resources and data, and that the COUNTY may hold me responsible for such abuse.

I have read and I understand the above Use of Information Technology and Internet Use Agreements and I agree to act in accordance with its contents.

Signature: _____ **Date:** _____

Print Name: _____

Login ID: _____ **Location:** _____

EXHIBIT F

BUSINESS PARTNERS

The County of Santa Barbara, through its Emergency Medical Service Agency (SBCEMSA), coordinates and cooperates with the following Business Partners for the provision of pre-hospital care. Any or all of these entities may be granted Authorized User status during the term of this Agreement.

Primary Pre-hospital Care Providers

- American Medical Response AMR
- Carpinteria-Summerland Fire Protection District CRP
- City of Guadalupe Fire Department GUA
- City of Lompoc Fire Department LMP
- City of Santa Barbara Fire Department STB
- City of Santa Maria Fire Department SMR
- Montecito Fire Protection District MTO
- Santa Barbara County Fire Protection District SBC
- Santa Barbara County Sheriff - Search & Rescue XXX
- Vandenberg Air Force Base Fire Department AFV

Hospitals

- Goleta Valley Cottage Hospital GVCH
- Lompoc Valley Medical Center LVMC
- Marian Regional Medical Center MRMC
- Santa Barbara Cottage Hospital SBCH
- Santa Ynez Valley Cottage Hospital SYCH
- Ventura County Medical Center VCMC
- Sierra Vista Regional Medical Center SVMC

Other Partners

- Santa Barbara County Sheriff – Coroner XXX
 - Santa Barbara County Sheriff – Search & Rescue XXX
- Santa Barbara Harbor Patrol SBHP
- United States Forest Service – Los Padres LPF
- California Department of Parks and Recreation CSP
- California Highway Patrol CHP
- Calif. Dept. of Forestry & Fire Prot. – San Luis Obispo SLU
- San Luis Obispo County Sheriff – Search & Rescue SLOSAR

EXHIBIT G

PRODUCT AND SERVICE SUPPORT

A. Term

Software support and maintenance is included in the annual subscription fees for the term of this Agreement. ImageTrend will provide ongoing Support after the system has been accepted by the County and the timeframe for first year support will commence at that time. All Support and assistance provided by ImageTrend to County prior to Acceptance under this Agreement shall be deemed part and parcel of the professional services rendered under the implementation phase of the project.

B. Documentation

ImageTrend will furnish at no additional charge to County, that number of copies of all operating manuals, user manuals, training materials, guides, product descriptions, product specifications, technical manuals, supporting materials, and other information relating to the Software as may be reasonably requested by County, including all subsequent revisions thereto (including revisions to such Documentation relating to any upgrades or enhancements of the Software).

Notwithstanding any provision contained in this Agreement to the contrary, County will have the right to copy the Documentation, at no additional charge, for County or its Business Partners' use in connection with the provision of services, provided all proprietary markings that had been affixed by ImageTrend are retained on all copies.

C. Availability

ImageTrend will support the Products and Services in a manner that will yield an annual aggregate of 99.9% availability to the Authorized Users. This aggregate is based upon all down time for unplanned outages. Unplanned down-time that exceeds 0.1% in any given month shall result in a 1% credit on the hosting fees applicable to that month. County will notify ImageTrend in writing within thirty (30) days following the end of the month the hosting services unavailability occurred to receive credit on the next invoice.

D. Technical Support

ImageTrend will provide technical support 24x7 to review and escalate all inbound Support issues according to their severity. Support will be available by email, online submission through Support Suite and phone according to processes defined in this Exhibit. Support is also available in the form of help guides, training videos, and other customer support.

1. Scope

ImageTrend will provide both on-site (if requested and at County's expense) or on-call Support (no additional cost to County) in the following areas:

- Subject matter expert for application usage
- Website hosting

- Web application development/enhancement (all purchased products)
- Mobile application development/enhancement
- Database administration
- Systems Engineering/Architecture
- Updates and Software Upgrades
- Project Management – Issue Resolution

2. Normal Hours of Operation

ImageTrend will provide Support to COUNTY Monday through Friday from 8:30 am to 5:00 pm Pacific Standard Time (PST) or Pacific Daylight Time (PDT) as the case may be. Support contact information:

Toll Free: 1-888-469-7789
 Phone: 952-469-1589
 support@imagetrend.com

3. After Hours Operation

ImageTrend X-Team, which automatically receives all server and critical notifications 24x7, will respond to after-hours reports. If a reported issue is deemed non-critical by the X-team, it may elect to respond during normal business hours or charge for after-hour's resolution.

E. Support Overview

1. Responsibilities

ImageTrend will make reasonable effort to correct malfunctions that are documented and reported by the COUNTY. ImageTrend will acknowledge receipt of a malfunction report from the COUNTY within four (4) business hours of receipt of the report and will communicate the disposition and possible resolution of a problem as soon as practical.

The COUNTY will establish a Support request protocol for its Authorized Users. ImageTrend will provide multi-level technical Support based on this protocol. System and service administrators, designated by the COUNTY, will address problems and attempt to resolve them at the first level of contact. The COUNTY system administrator will address operational issues referred to him/her by designated provider administrators on a continuous basis. ImageTrend will resolve all technical and applications problems not able to be addressed by the COUNTY.

2. Issue Tracking

Support requests received by either direct phone contacts or e-mail will be recorded by client, incident description and disposition into the support log. Information regarding outstanding problems, fixes, modifications and improvements is tracked by the ImageTrend Incident Support Suite and is available to the COUNTY.

ImageTrend Project Management allows project stakeholders to identify, prioritize, assign and solve issues based on critical status. Progress is tracked for each issue on its way to resolution. The Support/Issue queue displays the list of issues and can be sorted by age, ID, reporter, and subject. Graphical aging status keeps project members informed of pending issues, and helps

keep the project on track. In addition, each issue upon completion is then marked as 'Closed' and saved for documentation.

The Support/Issue queue also tracks HIPAA incidents and, in turn, automatically notifies all designated parties for further action, which may include reporting or further security procedures such as password changes.

F. Updates and Upgrades

Updates and Upgrades are included in ImageTrend Support of its Services and Products. ImageTrend shall send notification, supporting documentation and any notices and warnings to COUNTY prior to the release of an Update or Upgrade.

ImageTrend warrants that all Updates and Upgrades are fully compatible with all Third Party Items installed on COUNTY hardware that are required or recommended by ImageTrend. If changes or upgrades are required in the then-installed versions of Third Party Items, ImageTrend shall make recommendations as to the version or configuration of said Third Party Items necessary to maintain functionality of the Product and Services.

ImageTrend will notify COUNTY in forty-eight (48) hours of any scheduled maintenance that may affect Service and Product functionality. Scheduled maintenance shall not reduce system functionality during peak business hours, which are defined as Monday through Friday from 8:00 a.m. to 6:00 p.m. PST, nor make any portion of the system inoperable for more than 3 hours.

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

G. Support Detailed Process

1. Workflow

For the purposes of this section, 'user' shall mean the Authorized Users. In general terms, the process for solving application and technical issues with the Service and Product will begin at the lowest possible level and escalate, as necessary, to the ImageTrend support desk.

a. User Application Issues

Users with an application Software issue, who have not been able to resolve the issue using the user manual or on-line support, shall contact their service help-desk. They shall not contact ImageTrend directly. If the issue cannot be resolved by the service help-desk, the service help-desk may contact, or authorize the user to contact, the ImageTrend help-desk.

b. Service Issues

Services with issues involving the functionality, configuration or operation of the Software or any interfaces will contact the System Administrator. After consultation, the service administrator may be directed to contact the ImageTrend help-desk. This may be a

conference call including the System Administrator who will monitor the issue. Regardless, ImageTrend will copy the System Administrator on the resolution of all issues of significance.

c. System Issues

Issues involving the universal operation of the system shall be resolved by the System Administrator in conjunction with ImageTrend Support.

2. Response Priorities

a. Level 1 - Critical

For any reported malfunction that prevents substantial use of or disables major functions of the Software, ImageTrend will undertake immediate action to remedy the reported issue. ImageTrend will assign an individual to coordinate information and assist in escalation as necessary.

b. Level 2 - Significant

For reported malfunctions that are significant but not mission critical, reasonable action will be taken to remedy the malfunction within three (3) business days.

c. Level 3 – Degraded Functionality

If a reported malfunction disables only non-essential functions, resulting in degraded operations, ImageTrend will undertake corrective action to remedy the reported malfunction within a reasonable time period, as mutually agreed upon by both ImageTrend and the COUNTY.

The chart below gives examples of the level of severity of problem and the subsequent action ImageTrend will take toward resolution.

Severity of Defect	Definition	Reporting Method by Customer	Company Response Guidelines	Company Update Frequency
Level 1	Examples: Data loss; system unavailable.	Telephone or Email.	Investigation begins immediately; escalation procedure enacted if required.	Every 4 hours beginning next normal business day and during normal business hours.
Level 2	Serious issue with software prevents customer from using it as	Telephone or Email.	Investigation begins immediately if during normal business hours; research begins at start of next	Every 6 hours during normal business hours.

Severity of Defect	Definition	Reporting Method by Customer	Company Response Guidelines	Company Update Frequency
	designed or there are revenue implications. Example: cannot process billing.		business day if reported during off-hours.	
Level 3	Not a high severity issue. Example: an ad hoc report is not producing desired results.	Telephone or Email. Email only after hours.	Investigation begins within a week of an issue being reported.	Updates are provided in a timely manner when the root cause of the issue has been identified and the prioritization of a fix has been established.

H. Service Requests (enhancements)

Service requests from COUNTY that are deemed to be product enhancements will be presented to the ImageTrend development staff, where an assessment will be made as to whether the COUNTY request should be added to the future product releases and with a priority rating. If an enhancement request is deemed to be specific to the COUNTY and deemed to be outside of the original scope of the Product, a change order will be written and presented to the COUNTY. These requests are subject to mutual agreement and ImageTrend standard rates will apply. COUNTY will review and approve the scope, specification and cost before work is started to ensure goals are properly communicated.

I. Escalation

ImageTrend support staff is committed to resolving COUNTY issues as fast as possible. If it cannot resolve a COUNTY issue immediately, ImageTrend will identify the course of action that it will be taking and indicate when an answer will be available. ImageTrend will, in turn, seek assistance from the designated developer.

An unresolved problem next 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.

Should the situation continue to remain unresolved, senior ImageTrend management will handle issues requiring further discussion and coordinate the acceptable resolution. Any issues determined

to be of a critical nature are immediately brought to the attention of both the X-Team and Senior Management.

J. Pilot Go-live Support

It is the intention of the COUNTY to provide a very high level of Support for a period of time commencing with Pilot Go-live. The purpose of this special support process is to reduce, to the extent possible, anxiety and rumors during this initial period among the Authorized Users.

1. 24-7 Support

The COUNTY will provide 24-7 support to its Authorized Users through a dedicated COUNTY Pilot Go-live support team for the first two weeks of Live Operations. ImageTrend will provide secondary support on the same basis with a 24-7 dedicated contact for all issues during the same initial two weeks of Live Operations. ImageTrend will return all calls for support from the COUNTY Pilot Go-live team during this period within 1 hour of COUNTY notification by either e-mail or telephone.

2. 8-7 Support

The COUNTY will provide support 8 hours per day, seven days per week to its Authorized Users through a dedicated COUNTY Pilot Go-live support team for the second two weeks of Live Operations. ImageTrend will provide secondary support on the same basis with an 8-7 dedicated contact for all issues during the same initial two weeks of Live Operations. ImageTrend will return all calls for support from the COUNTY Pilot Go-live team during this period within 1 hour of COUNTY notification by either e-mail or telephone.

Subsequent to this period of special support, the COUNTY will begin normal support operations through its help-desk system. Support will be provided under the provisions of this Exhibit, Sections A – H.