



**COUNTY OF HENRICO  
DEPARTMENT OF FINANCE  
PURCHASING DIVISION  
CONTRACT EXTRACT  
NOTICE OF RENEWAL**

DATE:	May 23, 2025
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Fire and EMS Records Management Software
CONTRACT NUMBER:	2201A
COMMODITY CODE:	958.82
CONTRACT PERIOD:	May 24, 2025 through May 23, 2026
RENEWAL OPTIONS:	Three (3) one-year renewals through 2029
USER DEPARTMENT:	Fire
Contact Name:	Anna Newell
Phone Number:	804-501-4926
Email Address:	FireController@henrico.gov
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	ImageTrend LLC
Address:	20855 Kensington Blvd.
City, State:	Lakeville, MN 55044
Contact Name:	Erica Majeski
Phone Number:	952-469-6089
Email address:	<a href="mailto:emajeski@imagetrend.com">emajeski@imagetrend.com</a>
ORACLE SUPPLIER NUMBER:	44987
BUSINESS CATEGORY:	Non-Swam
PAYMENT TERMS:	Net 30
DELIVERY:	As needed and requested
FOB:	Destination
BUYER: Name:	Eileen M. Falcone CPPB
Title:	Purchasing Manager
Phone:	804-501-5637
Email:	Fal51@henrico.gov

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.



COMMONWEALTH OF VIRGINIA  
**County of Henrico**

Fire and EMS Record Management Software System  
Contract No. 2201A  
Amendment No. 1  
June 27, 2024

**Whereas**, the County of Henrico, Virginia (“the County”) and ImageTrend, Inc. (the “Original Contractor”) entered into Contract No. 2201A (the “Contract”) dated March 17, 2022, to provide a Fire and EMS records management software system; and,

**Whereas**, on January 25, 2023, ImageTrend, Inc. was converted to ImageTrend, LLC (the “New Contractor”); and,

**Whereas**, on January 17, 2024, the parties agreed renew the Contract for an additional one-year term beginning May 24, 2024, and ending May 23, 2025; and,

**Whereas**, the parties wish to update the Contract to reflect that the New Contractor has replaced the Original Contractor as a party; and,

**Whereas**, the parties also wish to remove the following product from the Contract: Premium Plus Direct Messaging-EMS Agency.

**Now, therefore**, the parties agree to amend the Contract as follows:

1. ImageTrend, Inc. assigned its rights and obligations under the Contract with the County to ImageTrend, LLC. ImageTrend, LLC assumed ImageTrend, Inc.’s rights and obligations under the Contract. ImageTrend, LLC will replace ImageTrend, Inc. throughout the Contract.
2. Exhibit B of the Contract, the Master Software and Services Agreement, Price Sheet and Work Order Attachment (page 18 of 26), is modified by the attached Exhibit B1 (Attachment A, Software or Services Agreement Amendment).
3. All other provisions of the Contract remain in full force and effect.

In witness whereof, the parties have caused this Amendment No. 1 to the Contract to be executed by the following duly authorized individuals:

ImageTrend, LLC  
20855 Kensington Blvd.  
Lakeville, MN 55044

Jon Sachs  
Jon Sachs (Jun 26, 2024 19:22 MDT)

Signature

Jon Sachs CFO

Printed Name and Title

Jun 26, 2024

Date

County of Henrico, Virginia  
P.O. 90775  
Henrico, VA 23223-0775

Oscar Knott

Digitally signed by: Oscar Knott  
DN: CN = Oscar Knott email = kno008@henrico  
is C = US O = County of Henrico, Virginia OU =  
Department of Finance - Purchasing Division  
Date: 2024.06.27 13:35 03 -04'00'

Signature

Oscar Knott, CPP, CPPO, NIGP-CPP, VCO  
Purchasing Director

June 27, 2024

Date

APPROVED AS TO FORM

Stephen Brown  
6-27-24  
ASST. COUNTY ATTORNEY

## SOFTWARE OR SERVICES AGREEMENT AMENDMENT

Contract Details			
Original Contract Number ("Original Contract")	00008498.0	Amendment Contract Number	00009046.0

This Agreement (hereinafter referred to as this "Agreement") is made as of the date executed by the last of the parties named below:

**BETWEEN:** ImageTrend, LLC, Minnesota corporation (hereinafter "ImageTrend")

**AND:** County of Henrico (hereinafter "Client").

The Client and ImageTrend mutually agree to the following changes to the Original Contract between County of Henrico and ImageTrend, LLC.

- The product set forth below shall be deleted from Client's Contract:
  - Premium Plus Direct Messaging - EMS Agency
- This Amendment is coterminous with the Original Contract. The Original Contract's term remains the same. All other terms and conditions remain the same.

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

<b>Client</b>	<b>ImageTrend</b>
Signature: _____	Signature: <u>Jon Sachs</u> Jon Sachs (Jun 26, 2024 19:22 MDT)
Print Name: _____	Print Name: Jon Sachs
Title: _____	Title: CFO
Date: _____	Date: Jun 26, 2024








# Henrico (VA) - Direct Messaging Cancellation

Final Audit Report

2024-06-27

Created:	2024-06-27
By:	Erica Majeski (emajeski@imagetrend.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_ePTIQwjmq_nsoBx-1081ZYloYJxD40J

## "Henrico (VA) - Direct Messaging Cancellation" History

-  Document created by Erica Majeski (emajeski@imagetrend.com)  
2024-06-27 - 1:21:04 AM GMT
-  Document emailed to Jon Sachs (jsachs@imagetrend.com) for signature  
2024-06-27 - 1:21:54 AM GMT
-  Email viewed by Jon Sachs (jsachs@imagetrend.com)  
2024-06-27 - 1:22:25 AM GMT
-  Document e-signed by Jon Sachs (jsachs@imagetrend.com)  
Signature Date: 2024-06-27 - 1:22:53 AM GMT - Time Source: server
-  Agreement completed.  
2024-06-27 - 1:22:53 AM GMT





## Quote

Remit To: ImageTrend, Inc.  
20855 Kensington Blvd.  
Lakeville, MN 55044  
Phone: 952-469-1589  
Email: [invoices@imagetrend.com](mailto:invoices@imagetrend.com)

Bill To:  
Henrico County Division of Fire  
PO Box 90775  
Henrico, VA 23273

Budgetary Quote 2024-2025  
Customer Number: 0665  
Today's Date: 1/12/2024  
Terms: Net 30  
Order Number: 18169

Item Name	Description	Quantity	Unit Price	Total
EliteÖ Rescue - SaaS *Includes EliteÖ Field	Annual Fee	1	\$ 49,465.57	\$ 49,465.57
Premium Plus Direct Messaging - EMS Agency	Annual Fee	1	\$ 23,275.09	\$ 23,275.09
Data MartÖ Subscription	Annual Fee	1	\$ 12,293.18	\$ 12,293.18
EMS Content Package	Annual Fee	1	\$ 11,473.63	\$ 11,473.63
Base Continuum	Annual Fee	1	\$ 12,566.36	\$ 12,566.36
Geocoding	Annual Fee	1	\$ 5,463.64	\$ 5,463.64
EMS Performance Insight	Annual Fee	1	\$ 16,390.91	\$ 16,390.91
Elite Account Advisement Services 1	Annual Fee	1	\$ 13,768.36	\$ 13,768.36
Elite EMS CAD Integration Support	Annual Fee	1	\$ 3,347.18	\$ 3,347.18

Invoice Sub-Total \$ 148,043.92  
Taxes  
Invoice Total \$ 148,043.92



## Quote

Remit To: ImageTrend, Inc.

20855 Kensington Blvd.

Lakeville, MN 55044

Phone: 952-469-1589

Email: [invoices@imagnetrend.com](mailto:invoices@imagnetrend.com)

**Bill To:**

Henrico County Division of Fire

PO Box 90775

Henrico, VA 23273-0775

**Budgetary Quote 2023-2024**

Customer Number: 0665

Today's Date: 2/9/2023

Terms: Net 30

Order Number: 18169

Item Name	Description	Quantity	Unit Price	Total	Esc
Elite™ Rescue - SaaS *Includes Elite™ Field	Annual Fee	1	\$ 48,024.82	\$ 48,024.82	3%
Premium Plus Direct Messaging - EMS Agency	Annual Fee	1	\$ 22,597.17	\$ 22,597.17	3%
Data Mart™ Subscription	Annual Fee	1	\$ 11,935.13	\$ 11,935.13	3%
EMS Content Package	Annual Fee	1	\$ 11,139.45	\$ 11,139.45	3%
Base Continuum	Annual Fee	1	\$ 12,200.35	\$ 12,200.35	3%
Geocoding	Annual Fee	1	\$ 5,304.50	\$ 5,304.50	3%
EMS Performance Insight	Annual Fee	1	\$ 15,913.50	\$ 15,913.50	3%
Elite Account Advisement Services 1	Annual Fee	1	\$ 13,367.34	\$ 13,367.34	3%
Elite EMS CAD Integration Support	Annual Fee	1	\$ 3,249.69	\$ 3,249.69	3%

Invoice Sub-Total \$ 143,731.95

Taxes

Invoice Total \$ 143,731.95



COMMONWEALTH OF VIRGINIA  
**County of Henrico**

**Non-Professional Services Contract**  
**Contract No. 2201A**

This Non-Professional Services Contract (this "Contract") entered into this 17th day of March 2022, by ImageTrend, Inc. (the "Contractor") and the County of Henrico, Virginia (the "County").

**WHEREAS** the County has awarded the Contractor this Contract pursuant to Request for Proposals No. 21-2201-8EMF (the "Request for Proposals") for a "Fire and EMS Records Management Software System".

**WITNESSETH** that the Contractor and the County in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF CONTRACT:** The Contractor shall provide the services to the County as set forth in the Contract Documents.

**COMPENSATION:** The compensation the County will pay to the Contractor under this Contract shall be in accordance with Exhibit B.

**CONTRACT TERM:** The Contract term shall be for a period of one (1) year beginning May 24, 2022 and ending May 23, 2023. The County may renew the Contract for up to six (6) one-year terms giving 30 days' written notice before the end of the term unless Contractor has given the County written notice that it does not wish to renew at least 90 days before the end of the term. The Contract price shall not exceed 3% above the Contract price for the previous term.

**CONTRACT DOCUMENTS:** This Contract hereby incorporates by reference the documents listed below (the "Contract Documents"), which shall control in the following descending order:

1. This Non-Professional Services Contract between the County and Contractor.
2. The General Contract Terms and Conditions included in the Request for Proposals;
3. The Negotiated Modifications (Exhibit A);
4. The Contractor's Master Software and Services Agreement (Exhibit B);
5. Contractor's Questions and Answers dated October 19, 2021, and Additional Questions with Best and Final Offer dated December 9, 2021 (Exhibit C);
6. Contractor's Original Proposal dated September 13, 2021 (Exhibit D); and
7. The Scope of Services included in the Request for Proposals.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

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

  
\_\_\_\_\_  
Joseph T. Graw (Mar 9, 2022 08:20 CST)

Signature

\_\_\_\_\_  
Joseph T. Graw President

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Mar 9, 2022

\_\_\_\_\_  
Date

County of Henrico, Virginia  
P.O. Box 90775  
Henrico, VA 23273-0775

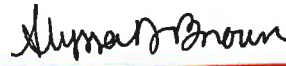
  
\_\_\_\_\_  
Digitally signed by: Oscar Knott  
DN: CN = Oscar Knott email = kno008@henrico.  
us C = US O = County of Henrico, VA OU =  
Department of Finance - Purchasing Division  
Date: 2022.03.17 09:49:12 -05'00'

\_\_\_\_\_  
Oscar Knott, CPP, CPPO, VCO  
Purchasing Director

\_\_\_\_\_  
March 17, 2022

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

 3/10/22

\_\_\_\_\_  
**ASSISTANT COUNTY ATTORNEY**

**EXHIBIT A**  
**NEGOTIATED MODIFICATIONS TO**  
**CONTRACT No. 2201**

These Negotiated Modifications are hereby incorporated into Contract 2201A (the "Contract") for a Fire and EMS Records Management Software System for Henrico County as of the effective date of the Contract.

**WHEREAS**, the County and ImageTrend desire to agree in writing to modify the final terms and conditions of the Contract.

**THEREFORE**, in consideration of the Recital set forth above and good in valuable consideration as set forth in the Contract, the parties agree that the General Contract Terms and Conditions included in the Request for Proposals ("RFP") are modified as follows as of the effective date of the Contract.

1. Sec. VI.R. – Ownership of Deliverable and Related Products (page 11):  
The following sentence is added to the end of Sec. VI.R.1 of the RFP: Any intellectual property of Successful Offeror shall remain the sole property of Successful Offeror.

## EXHIBIT B – MASTER SOFTWARE AND SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into on the date last written below, by and between the ImageTrend, Inc., a Minnesota corporation (hereinafter "ImageTrend"), and County of Henrico, Virginia (hereinafter "Client"), together "the Parties."

### RECITALS

**WHEREAS**, Client desires to have services performed by ImageTrend; or

**WHEREAS**, Client desires to purchase Commercial-Off-The-Shelf Software from ImageTrend; or

**WHEREAS**, Client desires to purchase Custom Software Development from ImageTrend; and

**WHEREAS**, ImageTrend possesses technical skill, knowledge, and capability in consulting and designing custom and off-the-shelf software solutions and performing technical software services and Client desires such services.

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

### SECTION 1. DEFINITIONS

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**"Agreement"** and **"This Agreement"** means this Master Software and Services Agreement, the Work Orders issued hereunder, all Attachments and Exhibits attached hereto, or any Amendments made in mutually executed hereto.

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

**"Business Week"** means a 5 day period, beginning Monday at 9:00am CST and ending Friday at 5:00pm CST, excluding holidays per below.

**"Confidential information"** means the proprietary products and trade secrets, including, but not limited to, computer software, code, technical parameters, price lists, methods of pricing, customer lists, designs, software documentations, manuals, models and account tables, and any and all information maintained or developed. Information shall be considered Confidential Information if it is identified in writing as confidential or proprietary, or if disclosed verbally or visually in discussion, upon written notice specifying and describing the nature of the orally disclosed Confidential Information at that time, or within fifteen (15) days of such disclosure.

**"Commercial Off The Shelf" or "COTS"** means pre-designed software products which are made available for sale by ImageTrend to many customers. COTS is mutually exclusive to Custom Software or Custom IP. MOTS means Modified Off The Shelf, and is a derivative work of ImageTrend COTS Software.

**"Custom IP" or "Custom Software"** means software products, or other Intellectual Property, which is designed for a specific purpose, for a specific customer or CLIENT.



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

**“Disclosing Party”** means the party disclosing Confidential Information to the other party, see also Receiving Party.

**“Effective Date”** is May 24, 2022.

**“Fixed Fee”** means a fixed amount of compensation due in return for a fixed Deliverable.

**“Governmental Entity”** shall have the same meaning as “State and local government entities” as defined in the General Services Administration Acquisition Manual (GSAM) at 538.7001, as updated.

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

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

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

**“Master Services Agreement”** means this document excluding Work Orders issued from this document.

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

**“On-Site Hour”** means time an hour worked by ImageTrend personnel on Client premises, or other premises of Client’s choosing that are not ImageTrend’s corporate offices.

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

**“Receiving Party”** means the party receiving Confidential Information from the Disclosing Party.

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

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

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

**“The Agreement”** means collectively this Master Services Agreement, its Exhibits, all Work Orders issued from this Master Services Agreement, and all Exhibits to Work Orders.

**“Third Party Material(s)”** means software or other materials owned by a party other than Client or ImageTrend.

**“Time and Materials Basis”** means charges billable to the Client based upon each hour worked, multiplied by the hourly rate for the work, plus the cost of any Materials necessary (including but not limited to, the cost of third party software licenses, travel and accommodation expenses, or otherwise), or Materials beneficial (conditioned upon mutual assent of the parties), billed on a monthly basis in arrears.

**“Work Order”** means the document which outlines a mutually agreed upon set of services, products, or Deliverables and associated costs, payment terms, and acceptance procedures.

## WORK ORDERS

**CREATION OF WORK ORDERS.** The parties may, from time to time, work together to detail the specific engagement scope, pricing, acceptance criteria, and terms of services to be performed and Deliverables to be delivered by ImageTrend. ImageTrend will set forth these details as a Work Order. If the Work Order is for the purchase of COTS Software, the Work Order shall also outline the quantity and SKU of each product or service as applicable. Should a Work Order contain no term regarding a topic, the terms of this Master Software and Services Agreement shall hold instead.

**LIMITATIONS OF WORK ORDERS.** Work Orders may include requirements on the Client. Such requirements, when executed as part of a mutual agreed writing, form a material part of this Agreement and of the Work Order where the requirement is presented. Additionally, either party may set forth factual assumptions (“Assumption”) in each Work Order. Notwithstanding anything in this Agreement or the Work Order, a Work Order will be rendered void to the extent that ImageTrend is obligated to perform services which are impossible or impracticable. Further, a Work Order will be rendered voidable

to the extent that ImageTrend is obligated to perform services materially different than originally set out in that Work Order due to an inaccurate Assumption. The parties will make commercially reasonable efforts to negotiate an alternative or modified Work Order in light of the inaccurate Assumption.

**MODIFICATION OF WORK ORDERS.** Any modification to the scope or tasks identified within the Work Order that change the work budget by an estimated 10 hours of work or more shall require a new modified written Work Order or written Change Order. ImageTrend shall not work on the new tasks in the modified Work Order until the Client has provided signed written acceptance of the new Work Order. The parties may waive this requirement on a case-by-case basis in writing. Modifications requiring less than an estimated 10 hours of work may be proposed and accepted verbally, with such modifications requiring less than 10 hours of work billed on a Time and Materials basis.

**FEE MODEL.** The Work Order will contain fee and payment terms. The following fee models are contemplated:

Model Name	Definition
<b>Fixed Fee</b>	ImageTrend shall perform the work outlined in the Work Order for a fixed flat fee, plus Expenses. The Fixed Fee is exclusive of Expenses unless the Work Order outlines the Expenses. The Fixed Fee model may include milestone payments, with such milestone payments outlined in the Work Order.
<b>Time and Materials</b>	ImageTrend shall perform the work outlined in the Work Order on a Time and Materials basis, at the rate(s) specified in the Work Order.

**LEGAL EFFECT.** Work Orders issued under this Master Services Agreement are incorporated by reference into this Master Services Agreement which collectively is called "the Agreement." Work Orders do not override the terms of this Master Services Agreement unless specifically stated that they do so. Work Orders may contain their own Fee/Payment Schedules and Payment Terms; those terms are binding insofar as they concern the services or Deliverables contemplated by the Work Order. For Work Orders without their own fee and payment terms, the payment terms in the Price Sheet and Work Order Attachment below control.

**CUSTOMIZED SOFTWARE DEVELOPMENT.** The parties may mutually agree to a Work Order also known as a Statement of Work for the development of new or custom software, also known as "Modified Off The Shelf" or MOTS. All normal requirements of the Work Order shall apply, but additionally the parties must work together to mutually define a Statement of Work which outlines the tasks, and their timelines, to be undertaken as part of the project. Any Customized Software or MOTS Software developed under this Agreement will be Intellectual Property owned by ImageTrend. Should Client desire ownership of any Intellectual Property developed by ImageTrend, this must be embodied by a separate, mutually executed contract. For clarity, Client shall not and will not own any ImageTrend

Intellectual Property under any circumstance under this Agreement. Client may only receive a license thereto as outlined in each Work Order.

## PERFORMANCE OF SERVICES

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**COMMENCEMENT.** ImageTrend shall begin services described in the Work Order subsequent mutual signed execution the Work Order. No services shall begin before mutual signed and written final acceptance of each Work Order.

**USE OF KNOW HOW.** ImageTrend shall use its know-how, Intellectual Property, talent, skills, and employees to perform the services. Client shall conditionally receive a license to any and all pre-existing ImageTrend Intellectual Property and Know-How used in the creation of Deliverables and delivery of services as outlined below in §6 "Licensing and Intellectual Property" and the Software Licensing Terms Attachment

**MATERIALS.** Materials (including, but not limited to, third party software licenses, physical hardware, test devices, or other items and any other Material) that will be used in the development of the Software will be identified by ImageTrend to Client. ImageTrend shall acquire such Materials as the parties mutually agree should be acquired, and it shall be the Client's responsibility to pay for those materials.

**ACCEPTANCE OF SERVICES AND DELIVERABLES.** ImageTrend shall deliver completed Deliverables and services to Client for acceptance. Each Work Order must detail the acceptance criteria for each Deliverable or service contained within that Work Order. If a Deliverable or services acceptance criteria is measurable objectively, it shall be complete upon satisfaction of that objective measurement without regard to either party's satisfaction with the Deliverable. If 1) a Deliverable's acceptance criteria is based on Client's satisfaction with the Deliverable, or 2) no acceptance criteria is detailed, then the following default clause shall apply:

*After delivery of the Deliverable or performance of the service, Client shall have no more than 15 days to: 1) accept the deliverable or service, or 2) reject the deliverable or service by providing a written rejection that reasonably sets forth the reason for the rejection and the changes required to gain Client's acceptance, or 3) provide a written request for a 15 additional day extension to review the Deliverable or service; ImageTrend shall not unreasonably withhold approval of such 15 day extension. If Client does not provide an acceptance within the above time frame inclusive of extensions, the Deliverable or service will be deemed accepted. After delivery of the fourth revision of the service or Deliverable, the service or Deliverable shall be deemed accepted by Client.*

## FEES, INVOICING, AND PAYMENT TERMS

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**PROMPT PAYMENT ACTS.** To the degree any term in this Section 5, or any payment related term in any Work Order, conflicts with the governing prompt payment act or similar procurement act which unambiguously limits client's ability to agree or comply with any term in this section 5 or in any payment related term in any work order ("The PPA"), the term in the PPA will instead control. For clarity, unless

there is an unambiguous conflict between the terms of this Section 5 or in any Work Order, the PPA shall not control and this Agreement shall still control.

**FEES.** Client shall owe to ImageTrend such fees as set forth in each mutually executed Work Order.

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

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

**INVOICING.** Unless otherwise specified in a Work Order, invoices must be paid on Net 30 terms. Any objection to an invoice must be made in writing. Client may request up to an additional 15 days to review Deliverables associated with an invoice, approval to which ImageTrend shall not unreasonably withhold. If Client does not object to an invoice, or request an extension to review Deliverables, within 15 days after receipt of the invoice then the invoice is deemed accepted and any right to object to the invoice is waived. Payment shall be made by check or by ACH transfer to ImageTrend.

**REMEDIES FOR NON-PAYMENT.** Should Client fail to pay per the terms of this Agreement and this Section 5, ImageTrend may 1) suspend services under all Work Orders until such payment is made in full, and/or 2) charge a late fee at the lesser of 1.5% or the maximum allowed by law.

**TRAVEL COSTS.** Should Client desire ImageTrend to send personnel to a location of Client's choosing in the continental United States, Client may pay \$1,750 per ImageTrend trainer per trip and a further \$1,400 per trainer per day spent at Client's chosen location. Travel outside of the continental US will be quoted by ImageTrend upon request. Travel may only be scheduled for a maximum of one business week of Monday through Friday per trip; however Client may book consecutive trips. Non-local travel scheduling which runs from one business week into a subsequent business week(s) (e.g. start date on Friday at 8:00am, end date Wednesday at 5:00pm, "Overlapped Weekend") will result in ImageTrend invoicing Client an additional trip for each Overlapped Weekend. ImageTrend staff will work 8 hours each day, except on the first and last day of each trip ImageTrend may reserve up to 2 hours of the Business Day for travel time.

**TIME AND MATERIALS RATE.** Unless otherwise specified in a Work Order, ImageTrend's Time and Materials rate is \$225.00 per hour.

**PRICE ESCALATION.** ImageTrend reserves the right to escalate the prices contained herein, and any recurring fee, by no more than 3% of the then current price for each anniversary of the Effective Date beginning 05/24/2023. ImageTrend further reserves the right to escalate travel prices once per year upon written notice to Client. Such travel price increases will only affect future travel prices and will not change the price or amount due to ImageTrend for previously rendered travel.

## DATA AND INTELLECTUAL PROPERTY

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

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

**GRANT OF LICENSE TO IMAGETREND'S PRE-EXISTING IP AND OWNERSHIP OF NEW IP.** All Intellectual Property Rights connected to the ImageTrend pre-existing materials such as architectural structure, modules, processes, and Know-How that may be used in Deliverables ("Pre-existing IP"), shall remain owned by ImageTrend. ImageTrend agrees to grant to Client a royalty-free, worldwide, transferable, non-exclusive, use license for these architectural structures, modules, and processes that may be used solely in conjunction with the Deliverables and services performed under Work Orders and in accordance with the license selected below at in the Software Licensing Terms Attachment, conditioned upon full payment of the Work Order from which the Deliverable containing Pre-Existing IP originates. This license may not be transferred, and Client may not sublicense, use, reproduce, distribute or prepare derivative works of ImageTrend's Pre-Existing IP except to the extent strictly necessary to fulfill the purpose of a Work Order. New Deliverables utilizing the same Pre-Existing IP may require another license for that new Deliverable, in ImageTrend's discretion. New Custom Intellectual Property authored by the parties in the course of performing a Work Order shall be owned by the party that authored the Intellectual Property and in the case of derivative works, it shall be owned by the party who owns the work from which the derivative is made, or as otherwise set forth in the Work Order. In the case of ImageTrend Software products licensed per the Software Licensing Terms Attachment below, or "Modified Off The Shelf Software" as defined above, ImageTrend shall own all Intellectual Property

related to or arising out of any Work Order. A Work Order may specify who owns the intellectual property embodied in a Deliverable; however, absent such terms in the Work Order, the terms of this Agreement shall control. Any right not hereby granted is reserved.

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**CONFIDENTIALITY**

**CONFIDENTIALITY ACKNOWLEDGEMENT.** Each party hereby acknowledges and agrees that the other Party's Data, potential clients or customers, client or customer lists, business plans, pricing structures, software and database designs, and any other information a Party has marked as Confidential, constitute Confidential Information. Each party agrees to treat (and take precautions to ensure that its authorized personnel treat) Confidential Information as confidential in accordance with the confidentiality requirements and conditions set forth below. Orally transmitted information shall not be Confidential Information unless specified as such in a writing transmitted from the Disclosing party to the Receiving party within 15 days of the oral transmission, with such writing providing a reasonable description and scope of the Confidential Information transmitted.

**CONFIDENTIALITY OBLIGATIONS.** Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that the provisions of this §7 shall not apply to information which: (i) is in the public domain; (ii) has been acquired by a Party by means other than the disclosure of the information by the Disclosing Party; (iii) is duly obtained by a Party directly or indirectly from a third party who has independently developed the information and is entitled to disclose the information to the Party, and such disclosure does not directly or indirectly violate the confidentiality obligation of such third party; or (iv) becomes known publicly, without fault on the part of a Party, subsequent to the receipt of the information by Party. ImageTrend acknowledges that the Client is subject to public disclosure laws. ImageTrend agrees that any disclosures the Client makes pursuant to the Virginia Freedom of Information Act or other public disclosure law shall not be a breach of this §7.

**SURVIVAL.** This §7 shall survive the termination of this Agreement or of any license granted under this Agreement.

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**WARRANTIES**

**NO CONFLICTS OF INTEREST.** ImageTrend does not have any express or implied obligation to a third party which in any way conflicts with any of ImageTrend's obligations under this Agreement.

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

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT ABOVE, THE SERVICES IMAGETREND PROVIDES TO CLIENT ARE PROVIDED WITHOUT ADDITIONAL WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS, OR



STATEMENTS MADE PRIOR TO THIS AGREEMENT. IMAGETREND HEREBY EXPRESSLY DISCLAIM, AND CLIENT HEREBY WAIVES, ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES.

## LIMITATION OF LIABILITY

EACH PARTY SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THAT PARTY IS ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. EACH PARTY'S CUMULATIVE LIABILITY ARISING OUT OF OR IN ANY MANNER RELATED TO THIS SHALL BE LIMITED TO THE AMOUNT OF THE FEES DUE UNDER THIS AGREEMENT.

## NON-EXCLUSIVITY

This Agreement does not establish any exclusivity of service, contract, customer relationship, or otherwise between the parties.

## AMENDMENTS

This Agreement may only be modified by a mutually executed writing including but not limited to Work Orders, signed by a person having authority to sign.

## COOPERATIVE USE

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

## GENERAL TERMS

- a. **INSURANCE REQUIREMENTS.** ImageTrend will provide to Client a Certificate of Insurance upon request.
- b. **ELECTRONIC SIGNATURES.** The parties agree to conduct transactions primarily via electronic means. Accordingly, each party accepts electronic signatures and Deliverables as equivalent to physical versions of the same.
- c. **BUSINESS DAYS AND HOLIDAYS.** The parties agree a business day is 8 hours long, and excludes Saturdays, Sundays, and days reasonably considered a holiday by either party per each party's written policies. Unless otherwise specified in a Work Order, ImageTrend shall perform services only during business days, from 9:00am CST to 5:00pm CST.

- d. **COUNTERPARTS.** This Agreement may be executed in counterpart originals, duly signed by both parties, each of which will be deemed an original but all of which, together, will constitute one and the same Agreement. Any terms not present in all counterpart copies are severed and void. Electronic counterparts are equally as valid as original counterparts.
- e. **FORCE MAJEURE.** Neither party will be liable for delays nor for non-performance due to an unforeseeable event, external to this Agreement and the parties, where the occurrence of the event beyond the non-performing or delayed party's reasonable control ("Force Majeure Events.") This clause shall not apply to costs due to ImageTrend to reimburse cancellation, reschedule, or modification of travel arrangements per §5 above. Force Majeure Events may include, but are not limited to: war, terrorism or threats of terrorism, civil disorder, labor strikes, fire, disease, medical epidemics or outbreaks, events which curtail necessary transportation facilities (e.g. airports), or other unforeseeable events where the occurrence of the event is beyond the non-performing or delayed party's control.
- f. **REASONABLE COOPERATION.** Client will reasonably cooperate with ImageTrend to the extent reasonably necessary to enable ImageTrend to perform the Services contemplated in each Work Order. Accordingly, Client will provide access, information or other materials in a fashion timely to the schedule of each Work Order. ImageTrend shall have no liability to Client for delays arising out the actions or non-actions of Client.
- g. **NON ASSIGNABILITY.** A party shall not assign this Agreement or its rights hereunder without the prior written consent of the other party.
- h. **JURISDICTION AND VENUE.** The parties agree that the law governing this Agreement shall be that of the State of Minnesota without regard to its conflict of laws principles. **IF CLIENT IS A GOVERNMENTAL ENTITY** the law governing this Agreement shall be that of the Client's jurisdiction without regard to its conflict of laws principles.
- i. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties, with respect to this subject matter, including, but not limited to the services, goods, products, and Software provided by ImageTrend for Client and the compensation provided by Client for said provision of such services therefore, and supersedes all previous proposals, both oral and written, negotiations, representations, writings and all other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing signed by the parties.
- j. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- k. **WAIVER.** No waiver by either party of any of any provision hereof shall constitute a waiver of any other term of this Agreement nor shall it preclude either party from enforcing its rights.

- l. **NONAPPROPRIATION.** The continuation of this Agreement is contingent upon the appropriation of funds by the Board of Supervisors of Henrico County Virginia or other sources as applicable to fulfill the requirements of the Agreement. If the insufficient monies are appropriated to provide for the continuation of the Contract, or if such appropriation is reduced by any means provided in the applicable appropriation laws or regulations for any lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement or any Work Order hereto, the Agreement or applicable Work Order(s) shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. ImageTrend shall be entitled to payment for deliverables in progress, to the extent work has been performed pursuant to this Agreement or any Work Order hereto; obligations that have been incurred that extend beyond the date of termination; and reasonable contract close-out costs.
- m. **INDEPENDENT CONTRACTORS.** It is the express intention of Client and ImageTrend that ImageTrend and its employees and agents will perform the services hereunder as independent contractors to Client. Nothing in this Agreement shall in any way be construed to constitute ImageTrend or its employees or agents as an agent, employee or representative of Client. Without limiting the generality of the foregoing, ImageTrend is not authorized to bind Client to any liability or obligation or to represent ImageTrend has any such authority. Client and ImageTrend agree that neither ImageTrend employees nor its agents will receive Client - sponsored benefits from Client.
- n. **NOTICES.** Any notice required to be given by either party to the other shall be deemed given if in writing on the date actually delivered (including electronic methods such as e-mail), or if deposited in the United States mail in registered or certified form with return receipt requested, postage prepaid, on the postmarked date and addressed to the notified party at the address set forth below, or to such other address as a party may designate from time to time by means of notice given hereunder to the other party.

**If to Client:**

Henrico County Division of Fire  
Attn: Thomas LaBelle  
7721 E. Parham Road  
PO Box 90775  
Henrico, VA 23294

**If to ImageTrend:**

ImageTrend, Inc.  
Attn: Mike McBrady  
20855 Kensington Boulevard  
Lakeville, MN 55044

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

**Client**

**ImageTrend**

**Signature:**



Digitally signed by: Oscar Knott  
DN: CN = Oscar Knott email =  
kno008@henrico.us C = US O =  
County of Henrico, VA OU =  
Department of Finance - Purchasing  
Division  
Date: 2022.03.17 09:50:02 -0500

**Signature:**



**Print Name:**

Oscar Knott, CPP, CPPO, VCO

**Print Name:**

Joseph T. Graw

**Title:**

Purchasing Director

**Title:**

President

**Date:**

March 17, 2022

**Date:**

Mar 14, 2022

**APPROVED AS TO FORM**  
**AS PART OF CONTRACT NO. 2201A**  
  
**ASSISTANT COUNTY ATTORNEY**

## SOFTWARE LICENSING TERMS ATTACHMENT

To the degree any Work Order involves licensing ImageTrend Software, the following terms shall apply:

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

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

**“Incident(s)”** means an instance where the Client sends a vehicle or emergency responder to a situation requiring emergency response, as measured by the number of incident reports within ImageTrend Software systems.

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

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

### GRANT OF LICENSE TO SOFTWARE.

Each Work Order for the sale of Software Licenses shall outline which of the below licenses are being granted by the Work Order. The license selection will be evidenced by the title of each SKU in the Work Order, e.g. “Elite EMS SaaS” shall be licensed under the Software as a Service License below. If the license is not apparent by the name of the SKU, then the license shall default to Software as a Service. ImageTrend may discontinue or replace a license in this table by providing Client reasonable written notice of the change. Replacing this table shall not have the effect of revoking previously agreed licenses, rather, ImageTrend’s right to replace this table shall apply to only future Work Orders.

Name of License	Terms of License
<b>Software as a Service License (SaaS) or Integration as a Service (IaaS) (“SaaS”)</b>	ImageTrend hereby grants Client a non-exclusive, non-transferable license to use the ImageTrend Software product(s) listed in the Work Order for such time as listed in said Work Order. During the term of the Work Order, the Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software

	and/or Licensed Information or copies thereof except as provided in this Agreement.
<b>ImageTrend Hosted License ("License")</b>	ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.

#### **PROTECTION OF SOFTWARE AND LICENSED INFORMATION**

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

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

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

#### **IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE.**

In accordance with the terms and conditions hereof, ImageTrend hereby grants the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools, unless an "Elite Data Mart License" is included and detailed in a Work Order. Absent that license, this Agreement does not give the Customer the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other tools or mechanisms. Direct access to ImageTrend Elite Data Marts is only available via the aforementioned separately-priced product and service offering from ImageTrend.

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

**IMPLEMENTATION.** ImageTrend shall provide Client with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services known as "Implementation". During Implementation, Client must make available sufficient time and resources as

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

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

**INSTRUCTIONS.** ImageTrend will provide installation instructions and assistance for installation of the Software on the Servers appropriate to the License selection in the Work Order per the table above at (e.g. Client Hosted on premise license) as detailed in Service Level Attachment, below.

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

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

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## SOFTWARE WARRANTIES.

**PERFORMANCE WARRANTY.** ImageTrend warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than ImageTrend and its agents make any unauthorized modification or change to the Software in any manner outside of the configuration available within the Software's built-in functionality. This warranty does not apply to data extracted from the system.

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

**LIMITATIONS ON WARRANTY.** All of ImageTrend's obligations under this Section shall be contingent on Client's use of the Software in accordance with this Agreement and in accordance with ImageTrend's instructions as provided by ImageTrend in the Licensed Information, and as such instructions may be amended, supplemented, or modified by ImageTrend from time to time. ImageTrend shall have no warranty obligations with respect to usage which does not conform with ImageTrend's instructions as provided by ImageTrend in the Licensed Information. ImageTrend shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field of a Client device. In addition to any other limitation on warranty or liability; Client's sole remedy for breach of warranty related to or arising out of the Software, or a defect with the Software, shall be at Client's option 1) repair of the Software or defect, 2) termination of this Agreement for convenience as outlined elsewhere in this Agreement.

THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE ONLY WARRANTIES MADE BY ImageTrend WITH RESPECT TO THE SOFTWARE AND SUPERSEDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES,



INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND WARRANTIES FOR ANY SPECIAL PURPOSE.

## MAINTENANCE.

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

## RETURN OF DATA.

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

## IMAGETREND ELITE AUTHORIZED USERS AND SCOPE OF USAGE

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

If this Agreement is for the licensing of ImageTrend Elite EMS, the following scope of usage and Authorized User definitions apply.

Organization Type	Organization Definition	Authorized User Definition
Private Agency	Client responds to emergency medical incidents for-profit or not-for-profit and the Client <u>is not</u> a Governmental Entity.	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Public Agency, County, Region, or City for its own employed EMS	Client responds to emergency medical incidents and transports patients therefrom and <u>is</u> a Governmental Entity	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment

workers ("Public Agency")		
Hospital or Health Network	Client is a 1) hospital, 2) health network, 3) or other medical institution that provides care which does not involve responding to emergency medical incidents and transporting patients therefrom as a primary service of the organization; and Client is recognized and licensed as such by the Client's governing State	All employees & contractors of Client who respond to emergency medical incidents in their regular scope of employment at or from the named Hospital brick-and-mortar locations. If the specific brick-and-mortar location(s) is not named in a Work Order, then it shall be interpreted as the brick-and-mortar location from which the Client primary contact, Thomas LaBelle or their successor, conducts their job duties most frequently.
State, County, Region, City for its constituents	Client is a Governmental Entity with authority or an official mandate to improve, facilitate, organize, surveil, investigate, report, collect reports of, or otherwise govern public health matters; or another entity acting under a grant or contract of and for equivalent authority	Licensed individuals within Client's legal or governing jurisdiction and geographic boundary, who to respond to emergency medical incidents in the regular scope of their employment, and not individuals whose primary job duty involves law enforcement.
Group Purchase (Multi-Agency)	Client(s) are a plurality of Private Agencies and/or Public Agencies	All employees & contractors of each named organization, who respond to emergency medical incidents
Financing Party (e.g. billing company) on behalf of Agency/City/County third party beneficiary	Client is an entity which does not respond to emergency medical incidents or provide for the care or transportation of patients; rather Client is an entity who procures or pays for a third party beneficiary who is a Private or Public Agency.	All employees & contractors of third party beneficiary Public or Private Agency, who respond to emergency medical incidents in the regular scope of their employment.

## PRICE SHEET AND WORK ORDER ATTACHMENT

The prices below are based on the following SaaS transaction volumes, as provided by Client:  
35,000 Incidents annually

### Recurring Fees

Description	SKU	Unit Price	Qty	Extended Amount
<b>Elite™ Rescue - SaaS *Includes Elite™ Field</b>	ELT.001.002.015	\$46,626.04	1	\$46,626.04
<b>Elite EMS CAD Integration Supportng CAD FEED</b>	ELT.002.007.069.2	\$3,153.23	1	\$3,153.23
<b>Data Mart™ Subscription</b>	ELT.001.002.064	\$11,587.50	1	\$11,587.50
<b>Continuum®</b>	CTM.001.002.001	\$11,845.00	1	\$11,845.00
<b>Continuum® EMS Content Package</b>	CTM.001.002.002	\$10,815.00	1	\$10,815.00
<b>Continuum® Geocoding</b>	CTM.001.002.004	\$5,150.00	1	\$5,150.00
<b>Performance Insights</b>	CTM.001.002.021	\$15,450.00	1	\$15,450.00
<b>Account Advisement Services Level 1</b>	ELT.006.003.011	\$12,978.00	1	\$12,978.00
<b>Premium Direct Messaging - EMS Agency</b>	ELT.002.010.024	\$21,939.00	1	\$21,939.00

**Total Recurring Fees: \$139,543.77**

**TOTAL YEAR 1: \$139,543.77**

### **Send Invoices To:**

County of Henrico  
Division of Fire  
Attn: Accounts Payable  
PO Box 90775  
Henrico, VA 23273-0775

### **Payment Terms:**

- "Recurring Fees" are annual fees which recur each year. They will continue to be invoiced as scheduled in May of every year. The Recurring Fees will escalate in price annually by 3% beginning on 05/31/2023 and each year thereafter.
- ImageTrend may temporarily suspend performance (e.g. cease to provide access, hosting, support) due to Client's breach of contract provided Client shall have 30 days to cure such breach before ImageTrend may suspend performance.

- ImageTrend may charge to Client a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts.
- All Annual SaaS Fees are based upon anticipated transaction volumes (as provided by Client) and are subject to an annual usage audit. ImageTrend reserves the right to increase fees in accordance with increased transaction volume per the Unit Price listed in the tables above.
- ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement.

## Optional Items

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

Product	SKU	Unit Price	Description
Slate™ Text/SMS	ELT.001.002.063	\$1,500.00	Provides the ability to send a variety of individual or bulk text/SMS notifications and alerts to your personnel directly from Slate.
Onsite Training Session - 8 Hours	ELT.006.003.004	\$1,400.00	Training that is to be completed onsite at the client's location. Training topics can range from administrator training to user education to in-depth Report Writer usage.
Travel	ELT.006.003.008	\$1,750.00	
Community Health™ Add-on	ELT.001.002.003	\$4,500.00	Elite Community Health is a complete solution for community paramedicine and mobile integrated healthcare (CP/MIH). It allows you to use patient data you have already collected to identify appropriate candidates for CP/MIH programs, track progress, report on various metrics, and analyze the results.
Community Health™ Add-on Setup	ELT.003.002.011	\$1,500.00	
Slate™	ELT.001.002.062	\$9,720.00	Slate™ is a standalone operations management solution with the first-released module for scheduling with certification tracking. Engineered for flexibility, multiple schedule types and sub-groups can be utilized in a single solution with workflows that are defined by your department. With Slate, you get unlimited time off requests, shift trades, work requirements, seniority lists and fill rules. It is an ImageTrend-hosted solution that

			connects with the Aware app for end users to view and manage their own schedules, and can either integrate with ImageTrend Elite or work independently.
Target Solutions Distribution	ELT.002.011.003	\$3,500.00	Integrating with Target Solution provides training and activities information, such as class attendees and score, in the ImageTrend training module within Elite.
TeleStaff Distribution	ELT.002.011.004	\$15,000.00	Once a CAD incident comes through for EMS or fire incidents, the incident time and unit data is used to look up the appropriate crew from the Telestaff data in order to populate on the report.
Webinar Training 2hr Session	ELT.006.003.009	\$350.00	Training sessions that are completed via webinar (maximum of 2 hours per session). Topics can include administrator or user education, in-depth education on various modules or features of the system, or learning how to better use Report Writer.
Mobile Fire Inspections - SaaS	ELT.001.002.014	\$15,187.50	Elite Mobile Fire Inspections allows you to enter or edit location, occupant, and inspection records while offline and working in the field. It synchronizes all data bidirectionally with Elite Web. Note: Elite Fire or Rescue is required.
Permits	ELT.001.002.021	\$15,000.00	The Permits module allows you to create, track and complete records, such as building or construction permits. Note: Elite Fire or Rescue is required.

## DATA MART PRODUCT SPECIFIC TERMS

### DATA MART SUBSCRIPTION

1. **SUBSCRIPTION TO ELITE DATA MART(S)** ImageTrend Data Mart(s) is listed in the Price Sheet Attachment. CLIENT is entitled to use the ImageTrend Elite Data Mart listed Price Sheet for the duration of their paid subscription to use, reproduce, and distribute the ImageTrend Data Dictionary(s) solely to and for authorized employees and contractors to enable them to carry out their duties for CLIENT, and for no other purpose.
2. **CONFIDENTIALITY OF IMAGETREND ELITE DATA MART(S) DATABASE(S) AND OTHER DATABASES** The schema, data structure, and overall design of the ImageTrend Elite Data Mart(s) Database and other included databases, are hereby marked and declared Confidential Information which constitutes valuable and proprietary work product and trade secrets of ImageTrend. While CLIENT owns all its own data, CLIENT shall not share with, describe to, detail to, or otherwise allow or aid a third party to reverse engineer the schema, data structure and overall design of the ImageTrend Elite Data Mart(s) or any other ImageTrend Software or ImageTrend database with third parties. CLIENT agrees to take reasonable measures to maintain the secrecy of the schema, data structure, and overall design of the ImageTrend Elite Data Mart(s), or to protect the schema, data structure and overall design of ImageTrend Elite Data Mart(s) in the same manner that the CLIENT protects its' own trade secrets, whichever is greater.
3. **CONFIDENTIALITY OF ELITE DATA DICTIONARY(S)** The included ImageTrend Elite Data Dictionary which describes the ImageTrend Elite Data Mart(s) is hereby marked and declared Confidential Information which constitutes valuable and proprietary work product and the trade secrets of ImageTrend. CLIENT shall not reproduce for, distribute to, grant access to, publicly display to, nor allow the data dictionary to be used by: third parties, and/or any employee or contractor who does not require the Elite Data Dictionary(s) to carry out their duties to CLIENT. Upon expiry of the Elite Data Dictionary(s) license(s), CLIENT shall destroy or return all copies of the Elite Data Dictionary(s) in CLIENT's control.
4. **DELIVERY OF IMAGETREND ELITE DATA MART DATA** CLIENT has chosen to receive regular deliveries of Data Mart(s) data continuously via Microsoft SSIS, via FTP delivery or as otherwise negotiated between the parties. CLIENT must host and provision its own Microsoft SQL Server instance for the same.

## SERVICE LEVEL AGREEMENT

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

### 1. Customer Support

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

Severity Level	Example	Acknowledgement of Error Notice	Response Goal
<b>High/Site Down</b>	<ul style="list-style-type: none"> <li>- Complete shutdown or partial shutdown of one or more Software functions</li> <li>- Access to one or more Software functions not available</li> <li>- Major subset of Software application impacted that is necessary for usage of the software</li> </ul>	Within one (1) hour of initial notification during business hours or via <a href="mailto:support.imagetrend.com">support.imagetrend.com</a>	Six (6) hours
<b>Medium</b>	<ul style="list-style-type: none"> <li>- Minor subsystem failure</li> <li>-Data entry or access impaired on a limited basis.</li> </ul>	Within four (4) hours of initial notification	24 Business hours
<b>Low</b>	<ul style="list-style-type: none"> <li>- User error (i.e. training) or forgotten passwords</li> <li>- Issue can or must be delegated to local Client contact as a first level of response for resolution</li> </ul>	Same day or next business day of initial notification	As appropriate depending on nature of issue and party responsible for resolution

### 2. Data Ownership

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

### 3. Data Protection

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



#### 4. Suspension of Service

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

#### 5. Availability

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

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

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

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

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

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

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

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

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

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

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

## **6. General**

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

## DATA EXCHANGE AUTHORIZATION

Between the Parties to this Agreement with Client as “Data Controller”

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

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

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

Description	Quote Description	Data Source	Data Destination
<b>Premium Direct Messaging - EMS Agency</b>	Looking up patients through repeat patients interface in Elite, using a Carequality treatment query to hospitals (where available) based on the zip code of the patients home address. If patient medical record found, imports past medical history, allergies, and current medications into ePCR. Currently not available for use with CH. Includes all functionality in the Standard Subscription.   Standard Subscription Features: Allows for the sending of ePCR reports via Direct messaging or faxing to hospitals. This offering transmits data based on the initial triggering status and the final triggering status.	ImageTrend at Lakeville, MN 55044	Kno2

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

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

**The Parties hereby agree to this Data Exchange Authorization:**

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

**Client**

**Signature:**



Digitally signed by: Oscar Knott  
DN: CN = Oscar Knott email =  
kn0008@henrico.us C = US O =  
County of Henrico, VA OU =  
Department of Finance - Purchasing  
Division  
Date: 2022.03.17 09:50:27 -05'00'

**Print Name:** Oscar Knott, CPP, CPPO, VCO

**Title:** Purchasing Director

**Date:** March 17, 2022

**ImageTrend**

**Signature:**



**Print Name:** Joseph T. Graw

**Title:** President

**Date:** Mar 14, 2022

**APPROVED AS TO FORM**  
**AS PART OF CONTRACT NO. 2201A**  
*Allyssa Brown* 3/15/22  
**ASSISTANT COUNTY ATTORNEY**



COMMONWEALTH OF VIRGINIA  
COUNTY OF HENRICO

DEPARTMENT OF FINANCE  
OSCAR KNOTT, CPP, CPPO, VCO  
PURCHASING DIRECTOR

EXHIBIT C

RFP 21-2201-8EMF  
Fire and EMS Records Management Software System  
Follow Up Questions  
October 19, 2021

Offeror: ImageTrend

- Fire Incident Reporting
  1. Do you offer support for XML NFIRS output or direct integration with Virginia Department of Fire Programs?

**Answer:** NFIRS incidents can be exported from Elite as a standard NFIRS 5.0 .txt file format. Report Writer reports can be exported as XML, PDF, HTML, or .csv file format types.

- EMS Incident Reporting
  1. We are being charged with the tracking Mental Health incidents. When this requirement was raised during the oral presentation, it was suggested that we license the Community Health (paramedicine) module. This does not appear to get to the root of the requirement. Please describe a mechanism where these mental health incidents / calls of concern, might be indicated within the EMS incident report, for later reporting or action.

**Answer:** Additional fields can be added to run forms via supplemental question pertaining to mental health. Henrico administrators would have the ability to add custom questions to run forms to capture specific informational needs which can later be reported on via Report Writer. Additionally, administrators will have the ability to add or customize worksheets in the ePCR to capture desired data.

- API
  1. Please provide technical documentation concerning your API's capabilities and implimentation.

**Answer:** Elite's Xchange API has extensive documentation on authentication, security restrictions, error handling and rate limiting. Information around this can be accessed at the link below. Your organization will need credentials to access any documentation on the endpoints available through XChange.

[API Documentation \(imagetrendelite.com\)](https://demo.imagetrendelite.com/Elite/Organizationdemo/xchange/index.html#authentication)

(Full URL:

<https://demo.imagetrendelite.com/Elite/Organizationdemo/xchange/index.html#authentication> )

- Service

1. Please provide written clarification of your Service Level Agreements (SLAs), promised uptime, and trouble ticket response time.

**Answer:** ImageTrend's solutions are available as a Software as a Service model. Additionally, Elite is able to be hosted by ImageTrend and we guarantee an uptime of 99.5%. ImageTrend's Support team provides updates through the support case system, email and phone calls until resolution is completed. ImageTrend's Support Team is available Monday through Friday from 7:30 am to 6:00 pm CT via Support Desk, email or telephone. The availability of the Support Team excludes nationally recognized holidays in the United States. Non-emergency support requests made after business hours are addressed the next business day. Support cases can be entered into ImageTrend's Support Desk where our Team will review the item, route accordingly, and contact you with the resolution. An automated response to the support case should be received upon submission to include an assigned support case number, for tracking purposes. The average time to close a non-critical case, from case triage to problem resolution is less than three days.

- General

1. What are the functional limitations of your offline mode? Is it applicable only to EMS incident reports or other modules?

**Answer:** Elite Field and Elite Field Inspections are fully functional offline with a few items that need to connect to process, such as CAD and EKG downloads.

## Falcone, Eileen

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**From:** Jayden Altendorf <jaltendorf@imagetrend.com>  
**Sent:** Thursday, December 16, 2021 11:46 AM  
**To:** Falcone, Eileen  
**Cc:** Sherri Leflay; Kelly Grove; Paul Marquardt  
**Subject:** [BULK] RE: EXTERNAL: Fw: RFP 21-2201-8EMF Follow Up Questions and Demo  
**Attachments:** 21-2201-8EMF Follow Up Questions ImageTrend 12092021.pdf; Henrico RFP Attachment F -- Pricing Worksheet 12-16-2021 (1).xlsx; ImageTrend Quote - Henrico County RFP 12-16-2021.pdf

Eileen,

Please see our updated files attached.

Once again, I apologize for any inconvenience that may have arisen.

Please confirm your receipt.

Thank you,

**Jayden Altendorf**

Proposal Coordinator

[jaltendorf@imagetrend.com](mailto:jaltendorf@imagetrend.com) | [www.ImageTrend.com](http://www.ImageTrend.com)

O: 952.469.1589 | TF: 888.469.7789

**IMAGETREND®**



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**From:** Jayden Altendorf

**Sent:** Thursday, December 16, 2021 9:55 AM

**To:** 'Falcone, Eileen' <fal51@henrico.us>

**Cc:** Sherri Leflay <sleflay@imagetrend.com>; Kelly Grove <kgrove@imagetrend.com>; Paul Marquardt <pmarquardt@imagetrend.com>

**Subject:** RE: EXTERNAL: Fw: RFP 21-2201-8EMF Follow Up Questions and Demo

Hi Eileen,

I apologize for the inconvenience, but please disregard the Follow Up Questions and the Pricing Worksheet that I sent out earlier today.

We have noticed that there are a couple items that we need to update.

I will reach out to you soon with our updated files.

Also, please send a confirmation of your receipt.

Thank you,

**Jayden Altendorf**

Proposal Coordinator

[jaltendorf@imagetrend.com](mailto:jaltendorf@imagetrend.com) | [www.ImageTrend.com](http://www.ImageTrend.com)

O: 952.469.1589 | TF: 888.469.7789

**IMAGETREND®**



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**From:** Jayden Altendorf

**Sent:** Thursday, December 16, 2021 9:23 AM

**To:** Falcone, Eileen <[fal51@henrico.us](mailto:fal51@henrico.us)>

**Cc:** Sherri Leflay <[sleflay@imagetrend.com](mailto:sleflay@imagetrend.com)>; Kelly Grove <[kgrove@imagetrend.com](mailto:kgrove@imagetrend.com)>; Paul Marquardt <[pmarquardt@imagetrend.com](mailto:pmarquardt@imagetrend.com)>

**Subject:** RE: EXTERNAL: Fw: RFP 21-2201-8EMF Follow Up Questions and Demo

Hi Eileen,

Please see the completed Follow Up Questions and the Pricing Worksheet attached.

Also, please confirm your receipt.

Thank you!

**Jayden Altendorf**

Proposal Coordinator

[jaltendorf@imagetrend.com](mailto:jaltendorf@imagetrend.com) | [www.ImageTrend.com](http://www.ImageTrend.com)

O: 952.469.1589 | TF: 888.469.7789

**IMAGETREND®**



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**From:** Falcone, Eileen <[fal51@henrico.us](mailto:fal51@henrico.us)>

**Sent:** Thursday, December 9, 2021 3:09 PM

**To:** Jayden Altendorf <[jaltendorf@imagetrend.com](mailto:jaltendorf@imagetrend.com)>

**Subject:** RE: EXTERNAL: Fw: RFP 21-2201-8EMF Follow Up Questions and Demo

Hi Jayden

Attached are some additional questions the committee has along with a spreadsheet to provide pricing. Please return both by noon on December 16<sup>th</sup>.





COMMONWEALTH OF VIRGINIA  
COUNTY OF HENRICO

DEPARTMENT OF FINANCE  
OSCAR KNOTT, CPP, CPPO, VCO  
PURCHASING DIRECTOR

**RFP 21-2201-8EMF**  
**Fire and EMS Records Management Software System**  
**Follow Up Questions**  
**December 9, 2021**

**Offeror: ImageTrend**

1. With the Data Mart replication, do user profile and certification information come in alongside Fire / EMS reporting data?  
**Answer:**  
**Yes.**
2. Is Active Directory integration (ADFS) on your development roadmap?  
**Answer:**  
**This is not currently on our development map. We are open to a custom development discussion which would require further discovery and a statement of work contract.**
3. Do you have a published development roadmap for new modules and features, and their projected release to your customers?  
**Answer:**  
**Yes, ImageTrend releases product enhancements as they are scheduled for release. We strive to keep our clients up to date on product development and new module releases. Much of our development is determined by customer feedback via User Voice and direct community input. User Voice is a development tool feed directly by votes from our community. Once these items complete testing and achieve roll-out status we update our community, allowing our customers to position themselves to take advantage of these enhancements.**
4. Under CAD integration, can shift, primary unit and personnel assignments (riding positions) be passed into Elite?  
**Answer:**  
**Yes, we can pull this data in via CAD integration.**
5. If CAD or another feed flows personnel into ImageTrend, can the riding assignments still be set or changed prior to completing an incident report?  
**Answer:**  
**Yes, although the data is populated it can be edited until the incident is complete.**

6. How are unfinished reports, on both the EMS and Fire side, surfaced for responsible parties to complete their work?

**Answer:**

During Implementation, Henrico Fire will determine where a run report is sent for review and to which roles they are sent, an example often used is when a crew completes a report they will send it to the "Crew Complete" status. From there it will populate into the responsible party's workflow for review. After being reviewed it can be sent for export or billing processing. If an exception is discovered during review, the responsible party can put the run into a "Needs Crew Attention" status where a message will be sent from within the Elite inbox to the crew member with links to the report. This process will continue until the run form is completed and processed. This process is developed during the implementation phase, allowing Henrico Fire to customize desired workflows.

7. Provide an itemized price list of each module being offered. Include pricing for training sessions and how many in person hours or virtual hours are allocated as well as how many participants for each session. Offerors shall provide a payment schedule based on deliverables and/or milestones with the final payment being the larger payment.

**Answer:**

Please see the attached itemized quote with all modules (required and optional) listed for Year 1 pricing. Virtual and onsite training options are included as optional. We do not limit the number of attendees for any of our training services.

We did not provide payment milestones as the County already is utilizing our system and our invoicing would simply continue as already in place. If the County elects to purchase additional modules, ImageTrend is open to discussing appropriate payment milestones for those optional modules.

8. Use the Excel spreadsheet to provide updated pricing based off the price list provided from item 5 above. This sheet must have all pricing required for all services required of the RFP. Optional services should also be listed at the bottom of the sheet. (Be sure to put the company name on the spreadsheet).

**Answer:**

Attached please find the updated Excel spreadsheet outlining our pricing. We have simply added virtual trainings to this pricing as optional and added our name to the top as requested.

## Offeror \_\_\_\_\_

One-time Costs		Cost	Notes: List what is included in the line item price (i.e.# of hours, participants, # of days on site, web-based training etc.							ImageTrend, Inc.	
Software Licensing Costs (if applicable)		\$0.00									
Interface/integration Cost		\$0.00	County already paid for setup of its existing solutions.								
Implementation		\$0.00	County already paid for implementation of its existing solutions.								
Training Costs		\$0.00	County already paid for training of its existing solutions								
Other one-time costs(provide details in Notes tab)		\$0.00									
TOTAL One-time costs		\$0.00									
Recurring Subscription/Maintenance Costs			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7		
Software Services cost - updates, maintenance, hosting and support		\$139,543.77	\$143,730.08	\$148,041.99	\$152,483.25	\$157,057.74	\$161,769.47	\$166,622.56		Note: This pricing includes the County's current pricing for Elite, CAD Integration, Premium Plus Direct Messaging, Data Mart, Continuum, EMS Content Package, Base Continuum, Geocoding, EMS Performance Insights and Account Advisement Services Level 1	
Custom Modification Maintenance (if applicable)											
Total		\$139,543.77	\$143,730.08	\$148,041.99	\$152,483.25	\$157,057.74	\$161,769.47	\$166,622.56			
TOTAL Recurring Subscription/Maintenance Cost for 7 years		\$1,069,248.86									
Total Seven Year Investment		\$1,069,248.86									
Optional Services Cost for Inspection & Occupancy:			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7		
Software Licensing Costs (if applicable)		\$30,187.50	\$31,093.13	\$32,025.92	\$32,986.70	\$33,976.30	\$34,995.59	\$36,045.45		Note: This pricing is for Mobile Fire Inspections - SaaS (\$15,187.50 for Year 1) & Permits (\$15,000.00 for Year 1)	
Interface/integration Cost											
Implementation											
Training Costs											
Other one-time costs											
Total		\$30,187.50	\$31,093.13	\$32,025.92	\$32,986.70	\$33,976.30	\$34,995.59	\$36,045.45			
Total Seven Year Cost for Inspection & Occupancy		\$231,310.58									
Optional Services Cost for Pre Planning:											
Software Licensing Costs (if applicable)											
Interface/integration Cost											
Implementation											
Training Costs											
Other one-time cost											
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Total Seven Year Cost for Pre Planning		\$0.00									
Other one-time costs(provide details in Notes tab)											
Other Costs (if applicable: Please specify the nature of these costs)			Cost	Notes:							
Description:											
Slate		\$9,720.00	This is an annual fee. See Tab 5 "Data Reporting & Compliance" under Requirement (d) of our proposal response.								
Slate Text/SMS		\$1,500.00	This is an annual fee. See Tab 5 "Data Reporting & Compliance" under Requirement (d) of our proposal response.								
Target Solution Distribution	\$	3,500.00	This is an annual fee for an integration between your existing Elite system and Target Solutions. See Tab 5 "Data Reporting & Compliance" under Requirement (f) of our proposal response.								
Community Health Add-On	\$	4,500.00	This is an annual fee. See Tab 5 "Data Reporting & Compliance" under Requirement (d) of our proposal response.								
Community Health Add-On Setup	\$	1,500.00	This is a one-time fee for the setup of Community Health Add-On.								
Onsite Training Session -- 8 Hours	\$	1,400.00	This is a one-time fee and the cost presented is for one session.								
Travel	\$	1,750.00	This is a one-time fee and the cost presented is for one trip.								
Webinars - 2 hrs each session	\$	350.00	This is a one-time fee and the cost presented is for one session.								



## Quote

Remit To: ImageTrend, Inc.  
20855 Kensington Blvd.  
Lakeville, MN 55044  
Phone: 952-469-1589  
Email: [invoices@imagnetrend.com](mailto:invoices@imagnetrend.com)

Bill To:  
Henrico County Division of Fire  
PO Box 90775  
Henrico, VA 23273-0775

Budgetary Quote 2022-2023  
Customer Number: 0665  
Today's Date: 12/16/2021  
Terms: Net 30  
Order Number: 13138  
18169

Item Name	Description	Quantity	Unit Price	Total
Elite EMS CAD Integration Support	Annual Fee	1	\$ 3,153.23	\$ 3,153.23
Elite™ Rescue - SaaS *Includes Elite™ Field	Annual Fee	1	\$ 46,626.04	\$ 46,626.04
Premium Plus Direct Messaging - EMS Agency	Annual Fee	1	\$ 21,939.00	\$ 21,939.00
Data Mart™ Subscription	Annual Fee	1	\$ 11,587.50	\$ 11,587.50
EMS Content Package	Annual Fee	1	\$ 10,815.00	\$ 10,815.00
Base Continuum	Annual Fee	1	\$ 11,845.00	\$ 11,845.00
Geocoding	Annual Fee	1	\$ 5,150.00	\$ 5,150.00
EMS Performance Insight	Annual Fee	1	\$ 15,450.00	\$ 15,450.00
Elite Account Advisement Services 1	Annual Fee	1	\$ 12,978.00	\$ 12,978.00

Invoice Sub-Total \$ 139,543.77  
Taxes  
Invoice Total \$ 139,543.77

### Optional Items

Item Name	Description	Quantity	Unit Price	Total
Mobile Fire Inspections - SaaS	Annual Fee	1	\$ 15,187.50	\$ 15,187.50
Permits	Annual Fee	1	\$ 15,000.00	\$ 15,000.00
Slate	Annual Fee	1	\$ 9,720.00	\$ 9,720.00
Slate Text/SMS	Annual Fee	1	\$ 1,500.00	\$ 1,500.00
Target Solutions Distribution	Annual Fee	1	\$ 3,500.00	\$ 3,500.00
Community Health Add-On	Annual Fee	1	\$ 4,500.00	\$ 4,500.00
Webinar - 2 hr session	Each	1	\$ 350.00	\$ 350.00
Onsite Training - 8 hour Sessions	Each	1	\$ 1,400.00	\$ 1,400.00
Travel - 1 Trip	Each	1	\$ 1,750.00	\$ 1,750.00

## Falcone, Eileen

---

**From:** Jayden Altendorf <jaltendorf@imagetrend.com>  
**Sent:** Monday, January 31, 2022 5:00 PM  
**To:** Falcone, Eileen  
**Cc:** Kelly Grove; Sherri Leflay; Paul Marquardt  
**Subject:** RE: EXTERNAL: Fw: RFP 21-2201-8EMF Follow Up Questions and Demo  
**Attachments:** Copy of Attachment F -- Pricing Worksheet submitted 01-31-2022.xlsx

Good Afternoon Eileen,

I hope you enjoyed your time away from the office this weekend! I truly apologize for missing your email communication of the 26<sup>th</sup>. In the future, if you could email us using [proposals@imagetrend.com](mailto:proposals@imagetrend.com), our entire RFP Team monitors that inbox to ensure that nothing gets missed in the future. We want to be sure we always get you what you need in a timely manner.

In response to your email of the 26<sup>th</sup>, please see the following:

1. *If the County decided to integrate with Telestaff, would there be an additional charge? (i.e. one-time and/or Monthly).* There is an additional cost for the Telestaff integration. It is \$15,000 per year or \$1,250 per month.
2. *Would the price include configuration and customization?* Yes, the annual cost includes setup.
3. *On the pricing sheet submitted on December 16th there is \$0 for interface/integration and \$0 for implementation because "County already paid for implementation of its existing solutions." This is true for EMS reporting. Is this true for Fire as well?* Yes
4. *Provide a revised pricing sheet if needed.* Please see the attached revised pricing sheet. The revisions we made to this pricing sheet are in red for your quick reference.

Please do not hesitate to reach out with any additional questions!

Thank you,

**Jayden Altendorf**

Proposal Coordinator

[jaltendorf@imagetrend.com](mailto:jaltendorf@imagetrend.com) | [www.ImageTrend.com](http://www.ImageTrend.com)

O: 952.469.1589 | TF: 888.469.7789

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---

**From:** Jayden Altendorf

**Sent:** Monday, January 31, 2022 1:38 PM

**To:** Falcone, Eileen <fal51@henrico.us>

**Cc:** Kelly Grove <kgrove@imagetrend.com>; Sherri Leflay <sleflay@imagetrend.com>; Paul Marquardt <pmarquardt@imagetrend.com>

**Subject:** RE: EXTERNAL: Fw: RFP 21-2201-8EMF Follow Up Questions and Demo

Also, please send a confirmation of your receipt.

Thank you,

**Jayden Altendorf**

Proposal Coordinator

[jaltendorf@imagetrend.com](mailto:jaltendorf@imagetrend.com) | [www.ImageTrend.com](http://www.ImageTrend.com)

O: 952.469.1589 | TF: 888.469.7789

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**From:** Jayden Altendorf

**Sent:** Thursday, December 16, 2021 9:23 AM

**To:** Falcone, Eileen <[fal51@henrico.us](mailto:fal51@henrico.us)>

**Cc:** Sherri Leflay <[sleflay@imagetrend.com](mailto:sleflay@imagetrend.com)>; Kelly Grove <[kgrove@imagetrend.com](mailto:kgrove@imagetrend.com)>; Paul Marquardt <[pmarquardt@imagetrend.com](mailto:pmarquardt@imagetrend.com)>

**Subject:** RE: EXTERNAL: Fw: RFP 21-2201-8EMF Follow Up Questions and Demo

Hi Eileen,

Please see the completed Follow Up Questions and the Pricing Worksheet attached.

Also, please confirm your receipt.

Thank you!

**Jayden Altendorf**

Proposal Coordinator

[jaltendorf@imagetrend.com](mailto:jaltendorf@imagetrend.com) | [www.ImageTrend.com](http://www.ImageTrend.com)

O: 952.469.1589 | TF: 888.469.7789

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**From:** Falcone, Eileen <[fal51@henrico.us](mailto:fal51@henrico.us)>

**Sent:** Thursday, December 9, 2021 3:09 PM

**To:** Jayden Altendorf <[jaltendorf@imagetrend.com](mailto:jaltendorf@imagetrend.com)>

**Subject:** RE: EXTERNAL: Fw: RFP 21-2201-8EMF Follow Up Questions and Demo

Hi Jayden

Attached are some additional questions the committee has along with a spreadsheet to provide pricing. Please return both by noon on December 16<sup>th</sup>.

**ATTACHMENT F  
PRICING SHEET  
RFP 21-2201-8EMF**

Offeror \_\_\_\_\_

<b>One-time Costs</b>		<b>Cost</b>	<b>Notes: List what is included in the line item price (i.e.# of hours, participants, # of days on site, web-based training etc.</b>						
Software Licensing Costs (if applicable)		\$0.00							
Interface/Integration Cost		\$0.00	County already paid for setup of its existing solutions.						
Implementation		\$0.00	County already paid for implementation of its existing solutions.						
Training Costs		\$0.00	County already paid for training of its existing solutions						
Other one-time costs(provide details in Notes tab)		\$0.00							
<b>TOTAL One-time costs</b>		<b>\$0.00</b>							
<b>Recurring Subscription/Maintenance Costs</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>		
Software Services cost - updates, maintenance, hosting and support	\$139,543.77	\$143,730.08	\$148,041.99	\$152,483.25	\$157,057.74	\$161,769.47	\$166,622.56		Note: This pricing includes the County's current pricing for Elite, CAD Integration, Premium Plus Direct Messaging, Data Mart, Continuum, EMS Content Package, Base Continuum, Geocoding, EMS Performance Insights and Account Advisement Services Level 1
Custom Modification Maintenance (if applicable)									
<b>Total</b>	<b>\$139,543.77</b>	<b>\$143,730.08</b>	<b>\$148,041.99</b>	<b>\$152,483.25</b>	<b>\$157,057.74</b>	<b>\$161,769.47</b>	<b>\$166,622.56</b>		
<b>TOTAL Recurring Subscription/Maintenance Cost for 7 years</b>	<b>\$1,069,248.86</b>								
<b>Total Seven Year Investment</b>	<b>\$1,069,248.86</b>								
<b>Optional Services Cost for Inspection &amp; Occupancy:</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>		
Software Licensing Costs (if applicable)	\$30,187.50	\$31,093.13	\$32,025.92	\$32,986.70	\$33,976.30	\$34,995.59	\$36,045.45		Note: This pricing is for Mobile Fire Inspections - SaaS (\$15,187.50 for Year 1) & Permits (\$15,000.00 for Year 1)
Interface/Integration Cost									
Implementation									
Training Costs									
Other one-time costs									
<b>Total</b>	<b>\$30,187.50</b>	<b>\$31,093.13</b>	<b>\$32,025.92</b>	<b>\$32,986.70</b>	<b>\$33,976.30</b>	<b>\$34,995.59</b>	<b>\$36,045.45</b>		
<b>Total Seven Year Cost for Inspection &amp; Occupancy</b>	<b>\$231,310.58</b>								
<b>Optional Services Cost for Pre Planning:</b>									
Software Licensing Costs (if applicable)									
Interface/Integration Cost									
Implementation									
Training Costs									
Other one-time cost									
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		
<b>Total Seven Year Cost for Pre Planning</b>	<b>\$0.00</b>								
Other one-time costs(provide details in Notes tab)									
Other Costs (if applicable: Please specify the nature of these costst)	<b>Cost</b>	<b>Notes:</b>							
Description:									
Slate	\$9,720.00	This is an annual fee. See Tab 5 "Data Reporting & Compliance" under Requirement (d) of our proposal response.							
Slate Text/SMS	\$1,500.00	This is an annual fee. See Tab 5 "Data Reporting & Compliance" under Requirement (d) of our proposal response.							
Target Solution Distribution	\$ 3,500.00	This is an annual fee for an integration between your existing Elite system and Target Solutions. See Tab 5 "Data Reporting & Compliance" under Requirement (f) of our proposal response.							
Telestaff Integration	\$ 15,000.00	This is an annual fee for an integration between your existing Elite system and Telestaff.							
Community Health Add-On	\$ 4,500.00	This is an annual fee. See Tab 5 "Data Reporting & Compliance" under Requirement (d) of our proposal response.							
Community Health Add-On Setup	\$ 1,500.00	This is a one-time fee for the setup of Community Health Add-On.							
Onsite Training Session -- 8 Hours	\$ 1,400.00	This is a one-time fee and the cost presented is for one session.							
Travel	\$ 1,750.00	This is a one-time fee and the cost presented is for one trip.							

# ImageTrend's Response to the County of Henrico's RFP No. 21-2201-8EMF for a Fire and EMS Records Management Software System

September 14, 2021



County of Henrico  
8600 Staples Mill Road  
P.O. Box 90775  
Henrico, VA 23273-0775

*Presented By:*  
Michael J. McBrady  
Chief Executive Officer  
&  
Joseph T. Graw  
President & Chief Operating Officer

# IMAGETREND®



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# TAB 1 – INTRODUCTION AND SIGNED FORMS



Please see our Proposal Signature Sheet – Attachment A, Business Classification Form – Attachment B, Virginia State Corporation Commission Registration Information – Attachment C, and Proprietary/Confidential Information – Attachment D in the Appendix of our proposal response.

September 14, 2021

County of Henrico  
8600 Staples Mill Road  
P.O. Box 90775  
Henrico, VA 23273

Dear Henrico Team,

ImageTrend is honored to respond to the County of Henrico's Request for Proposal No. 21-2201-8EMF for Fire and EMS Records Management Software System.

The County of Henrico (County) became a member of the ImageTrend community earlier this year, and we are excited by our relationship. ImageTrend is continuously grateful for your feedback, ideas and partnership in utilizing and improving our solutions. Your growing number of integrated ImageTrend solutions used are of service to your community, allowing pre-hospital data collection to be completed quickly and accurately. By streamlining the patient-care documentation process, more time, and resources are available for your most important task: caring for your patients.

ImageTrend Elite™ (Elite) remains the most powerful pre-hospital data collection software in the market. Coupled with your use of ImageTrend Continuum®, your data is viewed in near real-time, allowing for timely and powerful decision making, both with patient care and fire response, to better improve the delivery of services to your community. Additionally, the County utilizes ImageTrend Health Information Hub™ (HIH) with Kno2, our interoperability partner, for a seamless direct messaging connection between your EMS crews and their receiving hospital destinations.

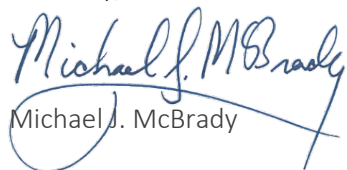
Your point of contact at ImageTrend throughout the proposal evaluation process is Sherri Leflay, Contracts & Proposals Manager. Her telephone number is (952) 469-6451 and email address is [proposals@imagetrend.com](mailto:proposals@imagetrend.com).

ImageTrend believes in serving our clients' communities, no matter how big or small, every day. Our mission is to create a better world through technical innovation and envisioning what is possible. ImageTrend's business practices and solutions will continue to make a positive impact on your county.

In addition to our written proposal, we have created a personalized webpage, complete with videos, testimonials, and information on our solutions showing the benefits and values of working with ImageTrend. We welcome you to visit [www.imagetrend.com/henrico](http://www.imagetrend.com/henrico).

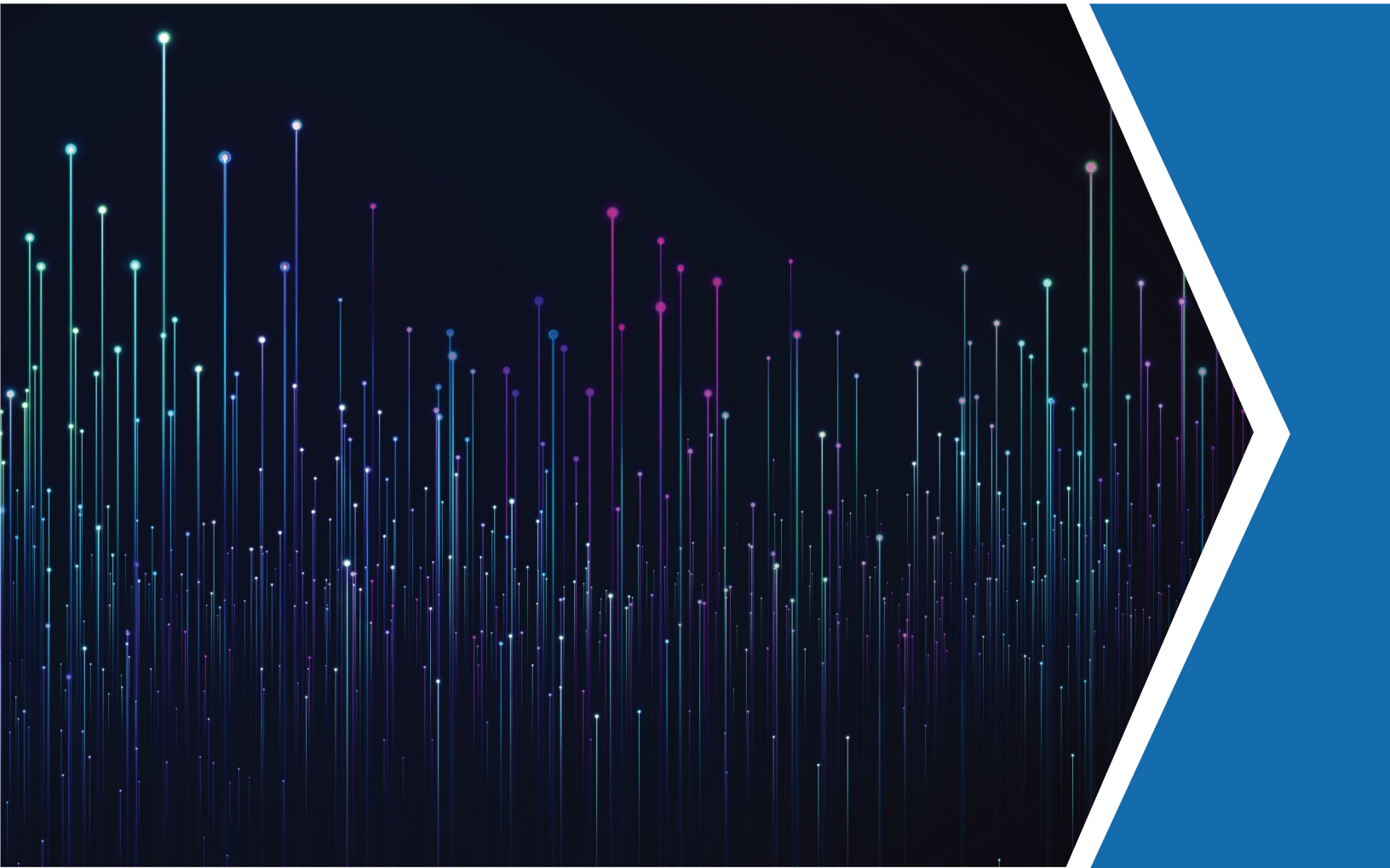
We have taken great care in preparing our response to your RFP and we look forward to hearing from you. ImageTrend would be thrilled to continue to grow our relationship with the County of Henrico.

Sincerely,

  
Michael J. McBrady

20855 Kensington Blvd.  
Lakeville, MN 55044  
Phone: (952) 469-1589  
Fax: (952) 469-5671

# TAB 2- STATEMENT OF THE SCOPE



## A. GENERAL REQUIREMENTS

1. Be a commercially available, cloud hosted solution. This off-the-shelf software system must have accessibility 24 / 7 / 365. The County will not consider a solution that will be developed or is currently in a beta environment.

Henrico County has had the ability to access our solutions 24 / 7 / 365 since implementation. Our system is a cloud hosted solution accessible 24 hours a day, seven days a week, 365 days a year, with at least 99.5% uptime.

2. Have been commercially available for a minimum of 2 years and deployed successfully within other public safety entities.

Since its deployment in 2001, Elite has been successfully implemented in public safety entities across the country including being the repository for 40 EMS state agencies and 10 state fire marshal offices, averaging 33,000 different daily users and housing over 302,000,000 EMS records in our ePCR solutions.

3. Allow the attachment of documents to reports and records including, but not limited to the following types: Video, Photos and Documents (Microsoft Office files and PDF's).

Attachments of various types can be uploaded directly into the ePCR or fire report. Documents such as files or video files can be searched on the device to apply as an attachment to the ePCR or fire report. If using a device with a camera, photographs can be taken and stored directly into the ePCR or fire report. Medical device attachments can be imported through the EKG integration via hard-wire, Bluetooth, or Cloud integrations. Photos are directly attached to the report and not stored directly on the input device or in the input device cloud.

4. Provide a means to display administrative messages to all users.

System administrators can use announcements to communicate messages that display upon log in to Elite or Elite Field. Announcements can be created with an expiration date and can be set to be visible by permission group, based upon a user's permission level in the system. These announcements can also be displayed in the ImageTrend Aware™ app on users' mobile phones, if permitted by the system administrator. Hyperlinks can be included in Announcements.

Elite Inbox includes the ability to message within Elite and can be set up to send to external emails to include or restrict message content, based upon administrative set up. Messages can be created via an incident, through the Continuous Quality Improvement (CQI) module for QA, or directly through the Inbox. Messages can be sent to individual users, to send to permission groups, contact type, users listed as crew members on an incident or individually. Inbox messages that are linked to incidents through the incident or CQI are viewable based upon permission access.

5. Provide the ability to customize data fields within reporting modules, including Fire and EMS forms.

Elite was built to comply with NEMSIS and NFIRS required data fields. Elite can define pick lists based on a pre-defined sort order available through the Dataset Manager. Clients can configure their labels or sort order based on usage. Elite does not automatically sort based on usage as Elite does not make changes to pick lists or drop-down lists automatically or without consent of the administrators. This allows for a consistent experience for providers entering data.

The Elite Form Manager allows administrators the ability to manage and build templates, edit, set defaulted values, or hide fields based upon agency defined workflows. The ePCR and Fire template is completely configurable. Sections of the forms, the panels within sections, and fields can be configured to fit your workflow. Fields can be removed or inactivated, if desired. Form Manager uses "Drag and Drop" configuration of the form template to allow easy administration of the template.

Supplemental Questions are Elite's version of department-centric questions. System administrators can create Supplemental Questions for any module within Elite, add it to the module's form template in the location of the form that makes the most sense from a collection standpoint, create validation rules to conditionally require the questions to be documented and report on the data collected in Supplemental Questions in Report Writer.

## 6. Provide a comprehensive user profile system, with options for customized fields and the ability to batch / bulk import information.

Elite supports importing resource data to assist with your implementation. Data such as, users, vehicles/call signs, stations, facilities, zones/districts, locations, occupants, and hydrants can be imported if data is provided using an ImageTrend formatted import workbook.

## 7. Provide a robust search engine for records, including the following fields:

- Name
- Date
- Call for Service Address
- CAD incident number

The Incident List in Elite allows for a simple search for records. Users can create their own views, add criteria and/or filters to tailor the list to their needs. Once the list is created there is a search box that will do a search based off information such as incident number or patient name. There is no limit to the number of views a user can create in Elite.

Report Writer transactional reports can include the incident hyperlink or a PDF of the incident for viewing from the results generated in the report. This allows a user with the necessary permissions to be able to link directly into the incident from a generated report for further investigation without leaving the Elite secure environment. To view the incident or PDF from the report link, a user must be logged into the system.

Report Writer allows you to search all fields in Elite, including Supplemental Questions and Worksheets. Report Writer even allows you to do a wildcard search inside the narrative.

8. Allow the Division of Fire to create, define and utilize custom quality assurance rules for Fire, EMS, and Inspection reporting modules.

Elite provides a QA/QI module that we call CQI, which allows administrators to set up specific EMS CQI reviews buckets to review calls that meet specific criteria. The reviewer can answer questions pertaining to the review bucket to indicate if the incident provider properly documented fields and/or followed protocol during patient care. The reviews can be manually or automatically assigned to certain reviewers or require a minimum number of reviewers to complete the review.

9. System shall have a close synergy between the Fire and EMS reporting capabilities.

Elite offers documentation workflows to create an NFIRS incident from an ePCR or associate an EMS incident to an existing fire incident. Typical workflow processes follow the created EMS incident's "mapped" fields are associated between and EMS form and a fire incident to create or merge data from the EMS record into the fire record; ultimately saving in documentation time and creating a link between all associated fire and EMS incidents. Alternatively, if the fire incident is documented or created prior to the EMS incident being completed, a user can associate the EMS incident to the fire record.

Elite's Form Manager provides you with the tools necessary to customize your form layout for Fire or EMS incident documentation to fit your needs and workflow, so you can import a template from the Elite resource Library and modify the form Sections, Panels, field location and layout as desired.

## B. FIRE INCIDENT REPORTING REQUIREMENTS

1. Be capable of supporting National Fire Incident Reporting System (NFIRS). The most current version of the NFIRS standard must be supported. Subsequent versions of the reporting standard must be supported by software updates.

Elite is a NFIRS 5.0 compliant product and ImageTrend is committed to the evolution of the NFIRS data standard. This includes an editable NFIRS template, and NFIRS 5.0 compliant validation rules that "flag" fields in real-time as the user documents, providing the user with a visual indication of required fields to ensure incident documentation is compliant with NFIRS 5.0 standards. The system allows for documentation of all NFIRS 5.0 types of incidents codes, along with the ability for a system administrator to create +1 codes within their related code for enhanced reporting to drill further into the incident type. System administrators have access to customize the pick list order and control the field value labels to fit their department's terminology.

2. Have a modular aspect that activates required data points based on selections the user makes within the incident report.

The validation engine in Elite is available to the system administrator at any time to make changes to required fields throughout the application. The validation engine allows the County to modify or create a new rule when wanting fields to be required and set a point value to the rule. Fields can be weighted

showing the user which fields are most important. In Elite Field closed call rules can be established to let the user know what fields cannot be missed. All required fields are visually identified in the application and have a score at the bottom of the screen. Validation scores are calculated in real time, without the need for a provider to act, click save, or advance to the next page. Users can see their score or click on it to easily navigate to a required field. Required fields will be 'flagged' visually surrounding by a red box. The validation engine expands to all modules of the system and not just ePCR or NFIRS.

### 3. Provide the ability to amend custom fields onto the Fire Incident report.

Users with permission to add or edit fire incidents can modify the data entry even if the data came from a CAD system. Personnel can be added manually to apparatus, can be added each day to Daily Roster to their assigned apparatus during their shift to populate in the Fire incident when the apparatus is manually added. Personnel can also be added through a scheduling/staffing solution integration that would automatically pull personnel into the apparatus module. Incident zones, districts or census tracts can be managed manually or automated if provided by the CAD vendor. Attachments can be added to the incident and can be saved in a variety of formats, from picture to text, and sizes.

Custom built worksheets, Supplemental Questions (service defined questions or special study questions) can be created within the user interface by an administrator and placed on the form where desired, for personnel to collect additional information. Information such as juvenile fire setter information, signatures, COVID-19 related questions, exposures, etc., above and beyond the fields which NFIRS provides, all of which can be reported on within Elite's proprietary and robust reporting tool, Report Writer. Elite includes the basic narrative, additional narratives that indicate the narrative author and can be locked from other users editing, and an apparatus narrative.

### 4. Be compliant with applicable NFPA standards.

Elite has the reporting capabilities to track NFPA 1710 information, including fractal response time reports, and effective response force metrics.

### 5. Easily surface incomplete NFIRS reports for administrators and managers within the organization.

There is a NFIRS CQI report in the CQI module. The report comes with filters to only locate certain incident types for review. The review form is shorter than a printed NFIRS and can be designed by the County so that important data is quickly available for review. Administrators have the option to create reports that reveal which incidents are incomplete, making it easy to sift through incidents that do and do not need attention.

Report Writer allows you to schedule the report generation on regular intervals and have these reports then distributed via email to a predetermined list of recipients. Report Writer is a proprietary tool that empowers users, to gauge key performance indicators and monitor continuous quality improvement factors. Report Writer is included with Elite and allows you to dynamically create, display, and store pre-created and ad hoc reports. Report Writer currently contains over 160 prebuilt reports, with the ability to make copies and edit values to adjust the report. Within Elite, many pre-created reports are ready for you to use or even adjust for your specific needs. Report templates can be customized with specific criteria to



drill deep into the data and allows users to share reports with other users and with other ImageTrend customers. If one customer has created a report template, the query can now be exported and sent to another customer so that it can be used on their data with the same criteria and filters; all with the goal of saving time and best practices for the best of the industry as a whole.

To ensure the end user completes all required fields, the validation engine in Elite is available to the system administrator at any time for make changes to required fields throughout the application. The validation engine allows the County to modify when fields are required and set a point value to the rule. Fields can be weighted showing the user which fields are most important. In Elite Field closed call rules can be established to let the user know what fields cannot be missed. All required fields are visually identified in the application and have a score at the bottom of the screen. Validation scores are calculated in real time, without the need for a provider to act, click save, or advance to the next page. Users can see their score or click on it to easily navigate to a required field. The validation engine expands to all modules of the system and not just ePCR or NFIRS.

The Incident List in Elite allows for a simple search for records. Users can create their own views, add criteria and/or filters to tailor the list to their need. Once the list is created there is a search box that will do a search based off information such as incident number or patient name. There is no limit to the number of views created in Elite.

## 6. Have Quality Assurance functions and QA/QC reporting, identifying completeness and accuracy, in line with the NFIRS standard.

There is a NFIRS CQI report in the CQI module. The report comes with filters to only locate certain incident types for review. The review form is shorter than a printed NFIRS and can be designed by the County so that important data is quickly available for review.

Report Writer is a proprietary tool that empowers users, to gauge key performance indicators and monitor continuous quality improvement factors. Report Writer is included with Elite and allows you to dynamically create, display, and store pre-created and ad hoc reports. Report Writer currently contains over 160 prebuilt reports, with the ability to make copies and edit values. Within Elite, many pre-created reports are ready for you to use or even adjust to meet your specific needs. Report Writer allows you to schedule the report generation on regular intervals and have these reports then distributed via email to a predetermined list of recipients. Reports can be customized with specific criteria to drill deep into the data and allows users to share reports with other users and with other ImageTrend customers. If one customer has created a report, the query can be exported and sent to another customer so it can be used on their data with the same criteria and filters.

Validation Rules ensure the end user documents the report according to NFIRS standards. Generation of NFIRS file exports will validate the completeness of the incidents prior to file generation to show error messages for any incidents that do not meet NFIRS standards.

## C. EMS INCIDENT REPORTING (EPCR) REQUIREMENTS

1. Be NEMSIS compliant and fully support all future NEMSIS standards changes as required by the Virginia Office of EMS.

Elite is NEMSIS 3.3.4 and 3.4.0 compliant. Elite can automatically post ePCR incidents to their state system without user intervention based upon predefined criteria the incidents must meet before the incident will post and return information indicating the incident post to state was successful. ImageTrend is committed to meeting all NEMSIS data version updates, including the anticipated NEMSIS version 3.5.0. ImageTrend has already begun development to be compliant with NEMSIS 3.5.0. ImageTrend participates in all NEMSIS meetings to be kept abreast on any upcoming changes nationally or at state levels. If a state makes a change, ImageTrend works directly with the customers in that state to implement the new data collection needs. ImageTrend believes in standards and implements changes in a timely manner based upon requirements.

2. Include robust custom reporting capabilities.

Report Writer is a proprietary reporting tool complete with over 160 prebuilt reports capable of customization to be saved as a new, personalized report. Ad hoc transactional reports are simple to build and include NEMSIS or custom-built questions. Users with access to Report Writer can adjust the grouping, sorting, and the layout of the report, while including criteria and/or filters to drill down further into the data with many operators to help define the criteria based on full or limited data. Reports can be scheduled to send, or exported into several formats, be aggregated, can reconcile CAD incidents, report on controlled substances, etc. Report writing in Report Writer is endless with all of the fields and many criteria that can be applied to a report. With ImageTrend, user security is strictly enforced allowing only users to report and view information that they have rights to. Additionally, based on your permission group, you will have rights to the following report functions: choose field properties; define selection criteria; configure report layout options; save reports; schedule reports; and setting up reports.

3. Have a modular aspect that activates required data points based on selections the user makes within the incident report.

Elite was built to comply with the standards of NEMSIS requirements and data fields. The Elite Form Manager allows administrators the ability to manage and build templates, edit, set defaulted values, or hide fields based upon the County's defined workflows. The ePCR template is completely configurable. Sections of the form, the panels within sections, and fields can be configured to fit your workflows. Fields can be removed or inactivated, if desired.

The validation engine in Elite is available to the system administrator at any time for make changes to required fields throughout the application. The validation engine allows the County to modify when fields are required and set a point value to the rule. Fields can be weighted showing the user which fields are most important. In Elite Field, closed call rules can be established to let the user know what fields cannot be missed. All required fields are visually identified in the application and have a score at the bottom of

the screen. Validation scores are calculated in real time, without the need for a provider to act, click save, or advance to the next page. Users can see their score or click on it to easily navigate to a required field. The validation engine expands to all modules of the system and not just ePCR or NFIRS.

Elite gives the user the ability to build out preset value buttons, and power tools that streamline data entry utilizing County chosen and locally configured layouts. This gives the County the ability to create a custom data input environment appropriate to your working environment. The end user could use a preset value button to trigger all correlating fields with a click of a button. Then mark the incident as finished to trigger the workflow.

#### 4. Provide the ability to amend custom response fields onto the EMS incident report.

Elite allows for user defined fields to be created. These fields are called Supplemental Questions. Supplemental Questions are user defined fields that can be added within all modules of Elite. Questions can be conditionally required in every circumstance or through the validation tool. The fields can also appear only when needed, if desired, with visibility rules built into the run form template. The type of field responses that can be created are text, memo, date, date and time, integer, decimal, single-select or multi-select.

#### 5. Have Quality Assurance functions and QA/QC reporting, identifying completeness and accuracy, in line with the NEMSIS standard.

Elite provides a QA/QI module referred to as CQI which allows administrators to set up specific (CQI) reviews buckets to review calls that meet specific criteria. The reviewer can answer questions pertaining to the review bucket to indicate if the incident provider properly documented fields and/or followed protocol during patient care. The reviews can be manually or automatically assigned to certain reviewers or require a minimum number of reviewers to complete the review.

Elite's CQI module allows the reviewer to see the incident's validation score in addition to the CQI validation score. The CQI validation score is the result of the EMS incident form's data and the CQI rules to check the information entered by providers is documented as required to drive clinical monitoring and performance improvement.

The Elite Inbox includes the ability to set up messages to send to external emails, or messages within Elite. Message contents can be restricted to external emails, based upon administrative set up. Messages can be created via an incident through the CQI module with a link in the message leading directly to the incident for QA or directly through the Inbox. Messages can be sent to users by permission group, contact type, users listed as crew members on an incident or individually. Inbox messages that are linked to incidents through the incident or CQI are viewable based upon permission access.

Incident List view filters can be customized to make searching for related incidents more convenient. Refresh rates of these custom views can be adjusted by authorized users as well. The Incident List in Elite allows for a simple search for records. Users can create their own views, add criteria and/or filters to tailor the list to their need. Once the list is created, there is a search box that will do a search based off

information such as incident number or patient name. There is no limit to the number of views created in Elite.

## 6. Provide Hospital Medical Record integration. Currently the Division of Fire operates alongside the Bon Secours, HCA, and VCU Health Systems.

Our HIH solution works with our interoperability partner, Kno2, to connect the EMS data using technology that most hospitals already use (and that EMR vendors support), which is Direct Messaging. You can leverage the Direct Messaging standard to transmit the ePCR from the EMS agency directly to the patient chart in the hospital's EHR by using a payload of a base-64 encoded PDF of the ePCR. The advantages of Direct Messaging are speed, flexibility, and cost-effectiveness in the exchange of patient health information as faxing and VPN are not involved. Also, EHR vendors already make Direct Messaging available to the hospitals.



## D. TRAINING AND CERTIFICATIONS REQUIREMENTS

### 1. Track certifications and licenses with expiration dates, including driver's license, CPR, ACLS, instructor status, and others.

User certifications are recorded in the user's profile record. Each certification entered under the user profile has an expiration date. These fields can be reported against looking for certifications that are going to expire. Supervisors can access this information through the user profile pages or through Report Writer.

System level settings to expose the user's upcoming certification expiration upon logging into Elite can be activated at the system level and be applied to all users. As a notification, system administrators can also build Report Writer reports to schedule and generate report data to display users with upcoming license expirations.

## 2. Support custom fields within forms.

Elite's Training module is made to collect details on trainings that have occurred in the past or are going to occur in the future. ImageTrend is not creating or providing training content. ImageTrend is not aware of what classes are created by the County and what will equal a new certification. The ability to add a user to a training record is permission based. Users can have permission to see upcoming training events but might not be able to add details or adjust the roster if their permission does not allow editing. Each training has a roster where users can be added one at a time or in bulk. The user training history is kept indefinitely or until deleted by system administrators.

Public education is tracked through the Elite Activity module. System administrators create categories and subcategories to track needed information. For example, there could be a category for school fire safety that would be different than station tours.

All data collected in the Training and Activity modules can be reported against using the Report Writer. Users with permission would be able to build reports showing all trainings attended and number of hours for each user based upon a date range.

## 3. Provide a method for updating large numbers of employee training records simultaneously, as well as one person at a time.

Elite's Training and Activities module will provide authorized users the ability to create training and/or activity records to track the training/activity that occurred, training topics, categories, certifications, attendees, location and date information and any certifications the training may be tied to. Training records are reportable in Report Writer.

Elite's Training module is made to collect details on trainings that have occurred or are in the future. Users can have permission to see upcoming training events but might not be able to add details or adjust the roster if their permission does not allow editing. Each training has a roster where users can be added one at a time or in bulk. The user training history is kept indefinitely or until deleted by system administrators.

Public education is tracked through the Elite Activity module. System administrators create categories and subcategories to track needed information. For example, there could be a category for school fire safety that would be different than station tours.

All data collected in the Training and Activity module can be reported against using the Report Writer. Users with permission would be able to build reports showing all trainings attended and number of hours for each user based upon a date range.

User-specific certification information is tracked within the user's profile within the Additional Certifications panel, separate from the Training and Activities module.

## 4. Deliver instructional material (including documents and video content) and have that learning activity recorded on a learner's profile.

Elite's Training and Activities module is not a content management solution but will provide authorized users the ability to create training and/or activity records to track the training/activity that occurred. Training topics, categories, certifications, attendees, location and date information and any certifications the training may be tied to are reportable in Report Writer.

#### 5. Track user training hours, in line with ISO requirements.

Elite's Training and Activities module is capable of tracking training hours and will provide authorized users the ability to create training and/or activity records to track the training/activity that occurred, training topics, categories, certifications, attendees, location and date information and any certifications the training may be tied to. Training records are reportable in Report Writer; enabling administrators the ability to collect and report training hours for ISO reports.

#### 6. The capability to generate reports on individuals, or groups.

With Report Writer, based on your permission group, you will have the ability to create reports to generate reports involving individual or group training data.

## E. DATA AND REPORTING REQUIREMENTS

#### 1. Provide robust custom and pre-built reporting functionality.

Report Writer is a proprietary reporting tool built into Elite complete with over 160 pre-built reports capable of customization to save as a new, personalized report. Ad hoc transactional reports are simple to build and include NEMSIS or custom-built questions into the available reportable fields. Users with access to Report Writer can adjust the grouping, sorting, and the layout of the report, while including criteria and/or filters to drill down further into the data with many operators to help define the criteria based on full or limited data. Reports can be scheduled to send, exported into several formats, be aggregated, can reconcile CAD incidents, report on controlled substances, etc. Report writing in Report Writer is endless with all of the fields and many criteria that can be applied to a report. With ImageTrend, user security is strictly enforced allowing only users to report and view information that they have rights to. Additionally, based on your permission group, you will have rights to the following report functions: choose field properties, define selection criteria, configure report layout options, save reports, schedule reports, and set up report permission.

### Continuum

Continuum delivers the near real-time awareness and actionable insight to make informed decisions, improve patient care and impact operations. Make sure your medical director, chief, providers, data managers, stakeholders and even your community are well informed by making sure the data you collect is used to its fullest. Choose to have your data automatically delivered via text or email alerts, summary reports or dynamic dashboards. Best of all, no reports to build. It's that easy.

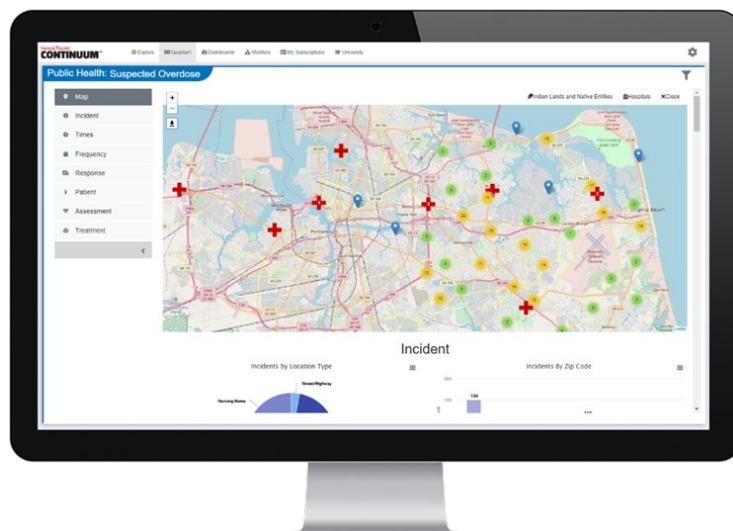
## *Organized by Topics Important to you*

Continuum focuses on multiple datasets such as EMS, fire, registries, dispatch, certifications, hospitals and outcomes. The end result? Easily accessible information that can help you turn your data into wisdom, make efficient informed decisions, impact operations and improve patient care.

## *Continuum Domains*

Continuum Domains consist of topical content and are displayed as dashboards to provide instant visual insight that allows you to be well informed driving your organization to enhance patient care, outcomes and improve operational needs. Each dashboard has filtering capabilities such as timeframe, agency/department, and a variety of other criteria that allows your organization to adjust the Domain to meet your needs.

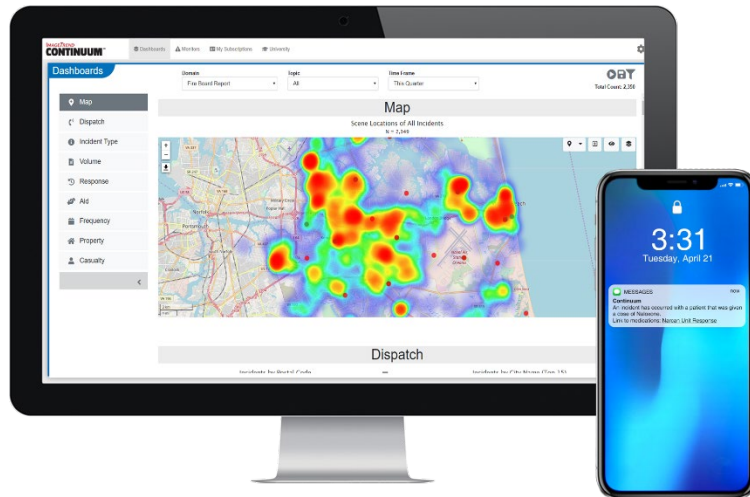
The mapping feature allows incidents to be displayed as pins or heat maps, with zoom control. Incident data can be displayed with map layers (hospitals, schools, airports, landmarks etc.) and has the ability to accept external data sources of your choosing (response zones/districts, stations, hydrants, etc.).



**Figure 1.** Example incident pin map dashboard: Suspected Overdose.

## *Continuum Monitors*

The Monitors in Continuum analyze and track trends to provide near real time alerts and insight to clinical or operational metrics of your choosing. You can choose from our library of ImageTrend created monitors or create your own. Continuum Monitors are more than just alerts; They provide the ability for user defined notifications. Notifications can be based off a specific event (treatment, procedure, fire incident location etc.) or a threshold. You determine who will receive the alert, the frequency (near real-time or scheduled), what information is displayed in either email or SMS text message and what attachments will be included (graphics, tabular views, links to the incident record).



**Figure 2.** Receive alerts and notifications, view dashboard from a desktop and phone.

## *Performance Insights*

Performance Insights within Continuum is a ground-breaking module that delivers provider and organization level situational awareness through industry trends, clinical and operational metrics, incident specific detail and patient interactions. Simply put, it's a report card, but it offers more value with near real-time insights that allows proactive continuous performance improvement.

## *Playlists*

Continuum exclusively offers you the ability to create playlists featuring charts and/or maps from a variety of different domains to be shared both internally and/or publicly for your community. All maps, charts and playlists have the ability to be embedded into an intranet or internet environment that automatically updates at time intervals that you choose.

## *Optional Services*

Custom Continuum dashboards are also available through our Clinical and Research Services team, including the integration of third party data. Clinical Program Evaluation, research, analysis and interpretation is available with our Epidemiologist services.

## *Predefined Analytics*

Continuum helps you accomplish more without taking your limited time building reports. It provides both predefined analytics based on established best practices and the ability to tailor to each department's needs. Don't wait anymore for the information you need to make the impact you desire. Enjoy one connected solution with ImageTrend.

## **Datamart**

ImageTrend Data Mart™ is the solution that provides clients the ability to extend and expand their system and give them more control over their data. The Data Mart makes available a replicated copy of the Elite solution reporting database(s) into the client's own managed database environment. The Data Mart is



ideal for clients who have technical staff, analysts and other staff looking to dive deeper into their data by using their own reporting, analysis and business intelligence tools. It will also serve as a powerful tool in connecting and combining Elite data with other internal data sources.

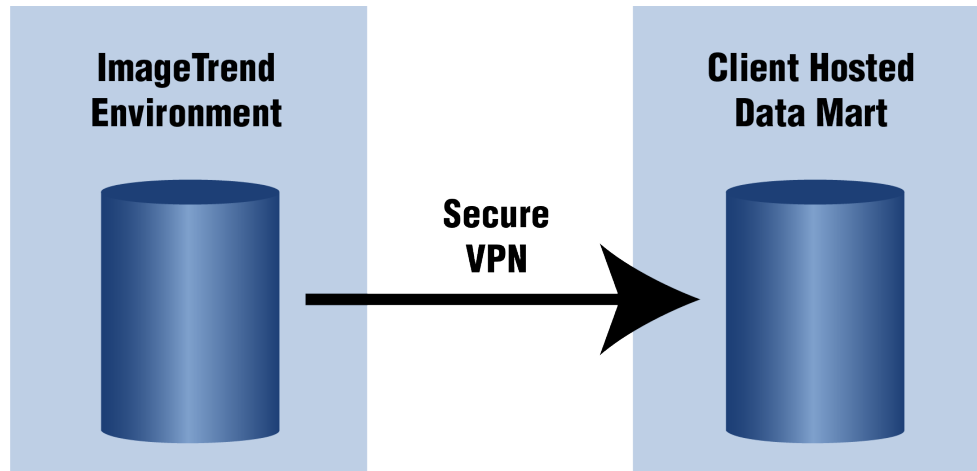
With the Data Mart, your data is transformed into structures designed, tuned and documented for optimum reporting and analysis. This approach saves valuable staff time by removing the complexity of writing reports against raw transactional data structures. The Data Mart is analytically structured and well documented to reduce the learning curve and allow clients the ability to work with their data at the lowest levels.

The Data Mart can be queried using any industry-standard business intelligence tools such as Crystal Reports, SAS and Tableau, as well as any other tool that can connect to a Microsoft SQL Server Database.

### *How It Works*

The Data Mart is loaded continuously throughout each the day. As data is entered into Elite, it is also transformed and populated into the Data Mart and its corresponding reporting structures. These data structures provide the foundation for ImageTrend's existing suite of reporting tools, as well as for the Data Mart.

The Data Mart (in the ImageTrend environment) is delivered to the client through one of two methods: with a continuous feed through a Virtual Private Network (VPN), or with a scheduled delivery of a database backup over a File Transfer Protocol (FTP) connection.



A continuous feed between the ImageTrend and client environments is provided through a shared VPN connection, with all data encrypted in transmission. Depending on client requirements, data refreshes can occur anywhere from weekly, down to 5-minute intervals.

For clients receiving the Data Mart via a database backup through FTP, the process is the same, with additional steps for encrypting the database file and transferring it to the client's FTP server. The client is responsible for moving the file from the FTP location, decrypting the database file and restoring it into their SQL environment. FTP delivery is best for clients with requirements to receive the data no more frequently than weekly.

## Reporting Services

ImageTrend offers the option of reporting services to help expand the potential of the Data Mart. Some examples include KPI and benchmarking reports and dashboards, mapping solutions, and special or unique integration tying into other healthcare or operational data.

## Client Environment Considerations

The Data Mart set up requirements should include these considerations in planning:

- ✓ Secure VPN Tunnel Port: 443 (Continuous Feed Only)
- ✓ Supported Database Type: Microsoft SQL Server
- ✓ SQL Server Version: 2017 or Higher (Standard or Enterprise)
  - SQL Express not supported
- ✓ Server/DB Size: depends on how the data will be used
- ✓ Who connects to the database once in the client environment is up to the client

### 2. Provide administrators the ability to create custom reports and house them within the application.

Report Writer is a proprietary reporting tool built into Elite with the ability to create ad hoc transactional reports. Ad hoc reports are simple to build and include NEMESIS or custom-built questions into the available reportable fields. Users with access to Report Writer can adjust the grouping, sorting, and the layout of the report, while including criteria and/or filters to drill down further into the data with many operators to help define the criteria based on full or limited data. Reports can be scheduled to send, or exported into several formats, be aggregated, can reconcile CAD incidents, report on controlled substances, etc. All reports that are created are saved and stored within the Reporting application. Report writing in Report Writer is endless with all of the fields and many criteria that can be applied to a report.

### 3. Have a direct database connection for reporting purposes.

Report Writer uses a direct connection to your data. There is no need to set up and manage database connections for reporting purposes.

### 4. The Division of Fire shall retain all rights and ownership of all data entered within the system.

The County is the exclusive owner of the data, and ImageTrend assumes no right, interest, or implied ownership therein.

## F. SECURITY AND AUDIT REQUIREMENTS

### 1. Provide a comprehensive security system including layered security, limiting individuals control over specific records and / or function as specified and controlled by administrators.

Permission groups and the permission objects are set up and defined by the system administrator. In Elite's permission group set up, an administrator can build as many specific permission groups as

necessary to apply to user accounts. Based upon the role, rank or type of user, the permission group can be built to specify hidden, read, edit, add or full access to the object within the permission group. Each user can be assigned to a permission group, allowing their specific permission access to be overridden and modified to restrict or allow more access than other users within that group.

## 2. Allow authorized personal functionality to designate application administrators and sub administrators.

Permission groups and the permission objects are set up and defined by the system administrator. In Elite's permission group set up, an administrator can build as many specific permission groups as necessary to apply to user accounts. Based upon the role, rank or type of user, the permission group can be built to specify hidden, read, edit, add or full access to the object within the permission group. Each user can be assigned to a permission group, allowing their specific permission access to be overridden and modified to restrict or allow more access than other users within that group.

## 3. Support the creation of multiple, custom, security roles.

In Elite's permission group set up, an administrator can build as many specific permission groups as necessary to apply to user accounts.

## 4. Provide the functionality of a full audit trail including date, time, and user information.

Elite has a very comprehensive audit trail system. Reports are tracked from the time they are started for saves, CAD downloads, PDF generation, and repeat patients. Once a report becomes locked, a field level audit is activated. If the report is unlocked, every field is tracked to the user making changes. The audit trail will show the old and new answers to any field that is edited. Additional application system audit logs are available.

# G. TECHNICAL REQUIREMENTS

It is desirable that the system be cloud-based. The county will consider alternative implementation and hosting approaches.

Elite is a web-based platform that was built for a variety of device platforms so that the organization can choose hardware that works best for the organization. Operating system requirements include Windows 7 (all versions), Windows 8/8.1 (Standard, Pro, Enterprise), Windows 10 (Standard, Pro, Enterprise), Android 4.0 or greater, Apple iOS8 or greater, Mac OS X. Elite Field and ImageTrend Elite Inspections Field™ will work with or without an internet connection on Windows, IOS, and Android devices. The mobile applications are browser-based so there is no client to install on the devices. Updates are seamless and do not require the devices to be taken out of service or touched by IT.

Elite is hosted at its secure third-party co-location, DataBank. ImageTrend manages its own physical infrastructure within DataBank's datacenters.

## 1. Use an industry-standard SQL relational database management framework.

ImageTrend uses a Microsoft SQL server for the database, and utilized best practices such as primary keys, foreign keys, indexes, stored procedures, etc.

## 2. Be a web-based platform, fully compliant with modern web standards and support mobile devices.

Elite is a web-based solution that complies with this requirement. Being an entirely web-based allows ImageTrend to remain compliant with all listed because the browsers are more important than the operating systems. It works with Windows, iOS, and Android operating systems. It is important that browsers are kept up to date with the latest releases of Chrome, Edge, Safari or FireFox.

Elite Field and Elite Inspections Field will work with or without an internet connection on Windows, iOS, and Android devices. The mobile applications are browser based so there is no client to install on the devices. Updates are seamless and do not require the devices to be taken out of service or touched by IT.

## 3. Not have any explicit browser dependencies and shall use responsive design techniques.

Elite is a web-based solution that complies with this requirement. It works with Windows, iOS, and Android operating systems. It is important that browsers are kept up to date with the latest releases of Chrome, Edge, Safari or FireFox.

## 4. Use a top-tier cloud service provider like Microsoft Azure, Amazon Web Services, or Google Cloud. Other service providers must be approved by Henrico County IT.

ImageTrend has the option of hosting your site in our co-location hosting centers or within Microsoft Azure. Our Quote contemplates SAAS pricing which includes ImageTrend hosting. Microsoft Azure hosting pricing is available upon request.

# H. INTEGRATION REQUIREMENTS

## 1. Active Directory

### a. Provide for Active Directory integration. This should be implemented by using federated web authentication via Henrico-hosted Active Directory Federation Services (ADFS).

We do not currently support Active Directory integration, in large part due to the complexities of supporting offline logins to our Elite Field component. We would, however, welcome a conversation regarding this future functionality.

### b. Include an internal security structure that provides application administrators with the tools to control access to each part of the software based on user roles and functions, preferably tied to Active Directory groups.

Permission groups and the permission objects are set up and defined by the system administrator. In Elite's permission group set up, the administrator can build as many specific

permission groups as necessary to apply to user accounts. Based upon the role, rank or type of user, the permission group can be built to specify hidden, read, edit, add or full access to the object within the permission group. Each user can be assigned to a permission group, allowing their specific permission access to be overridden and modified to restrict or allow more access than other users within that group. Users can be imported through a spreadsheet tool provided by ImageTrend during implementation, or manually added by a user with the appropriate permission access to manage users.

We do not currently support Active Directory integration as discussed in 1(a) above.

## 2. Computer Aided Dispatch (CAD)

### a. Integrate with third-party CAD systems and be able to share critical information with this application.

ImageTrend has integrated with over 50 CAD vendors. During implementation, the Technical Implementation Specialist will provide a CAD mapping workbook ImageTrend uses to ensure that the CAD fields and values are mapped to the appropriate ePCR or fire values. Upon completion of the integration development, CAD data can be downloaded into the ePCR/Fire report and will populate the field values correlating to the CAD fields, saving the end-user documentation time and removing human error. The methods in which we can integrate data with CAD vendors are a direct web service, file type, or query type.

### b. Accept, from CAD, the names and unit assignments of fire personnel to support the completion of incident reports.

As discussed in response to requirement 2(a) above, ImageTrend has integrated with over 50 CAD vendors. If a third party vendor scheduling solution is desired, ImageTrend has preestablished integrations between Elite and Telestaff, Aladtec and Crew Sense at an additional cost. In addition, ImageTrend offers our own proprietary scheduling solution, ImageTrend Slate™, that integrates with Elite.

ImageTrend is willing to work with other third-party scheduling solution vendors to determine if integration and communication is possible from all parties involved. ImageTrend has a Statement of Work (SOW) process that gathers all of the details before moving forward on any integration that is not a standard product offering. This functionality would require further discovery, project scope and additional cost outlined in a mutually agreed upon SOW. Custom development is billed at an hourly rate.

### c. Henrico County maintains an in-house CAD system and development team. The Successful Offeror may provide a documented API or a generic interface that the County can code around.

As discussed in response to requirement 2(a) above, ImageTrend has integrated with over 50 CAD vendors. The methods in which we can integrate data with CAD vendors are a direct web service, file type, or query type.

### 3. Application Programming Interface (API)

The proposed solution shall provide a well-documented API allowing the county to integrate the proposed solution with other County systems.

Elite's XChange API has extensive documentation on authentication, security restrictions, error handling and rate limiting. Information around this can be accessed at the link below. Note: Henrico County and/or its agents will need credentials to access any documentation on the endpoints available through XChange.

### 4. GIS/ESRI

#### a. Have the ability to integrate with the ESRI GIS platform.

ImageTrend does not currently integrate with ESRI. ImageTrend has Continuum as our active data monitoring and alerting platform. Continuum is our reporting tool that can provide near real time alerts, based upon different events that are specified by the department. For example, the County could track overdoses looking for trends in the data. Continuum allows administrators to create dashboards and playlists that can be published to public facing websites for anyone to view.

#### b. Use standardized Henrico County street names and addresses and may leverage County geocoder system.

The Elite data repository is based upon the NEMSIS v3 uniform data set and NFIRS 5.0 standard data. In addition to collecting all aspects of NEMSIS v3 including "not" values, pertinent negative values, ICD-10 codes, RxNorm values, GNIS addresses, and SnoMed codes, Elite is also capable of collecting custom elements uniquely called Supplemental Questions created within the user interface by administrators.

When a user enters a postal code, the city, county and state is populated for the user. If the postal code is in multiple counties, then the users are presented with the options. The County can setup their own local favorite postal codes to make the selections easier than entering a postal code to find the city, county, state information. The location GNIS data is also stored with the data but not shown to the user during data entry.

The possibility of leveraging the County's geocoder system could be discussed in the future. ImageTrend has a SOW process that gathers all of the details before moving forward on functionality that is not a standard product offering. This functionality would require further discovery, project scope and additional cost outlined in a mutually agreed upon SOW. Custom development is billed at an hourly rate.

## III. OPTIONAL SERVICES

### A. Inspection and Occupancy

## 1. Capture various types of inspections such as life safety, building and occupancy, based on NFIRS codes.

Elite's Inspections module allows administrators to create and customize as many inspection types as desired within the user interface. Administrators can create as many customized inspections checklists as needed to provide an easy-to-use system that allows all inspectors to follow the same workflow based upon inspection type. Supplemental Forms can be required based upon the inspection type indicated in the inspection record. The inspections checklists are called Supplemental Forms, and are embedded within the inspection report, allowing the inspector to document violations predefined by administration. Inspection schedules can be customized to assign Occupants to a specific schedule and inspection type.

## 2. Link inspection to incidents and locations.

All building demographic information, extinguishing system records, maintenance records, detection system records, hazardous material, pre-plan descriptions, etc. will be tied to the Location and can be displayed within each related occupant record. All historical incidents matching with the location address can be viewed within the primary Location record, allowing users to see general incident information, or offer a PDF view of the incident. Inspections are tied to the Occupancy (child) record to the Location (parent) record. Links created between Inspection, Occupant and Location make for easy navigation, and all data can be reported upon in Report Writer.

## 3. Support mobile inspections via responsive web tools.

Elite Field Inspections allows for data collection with or without an internet connection. Windows, iOS, or Android devices can be used. Inspections can be sync'd/uploaded to the main Elite system when an internet connection is reestablished.

## 4. Cross validate to ensure no duplicate records in occupancies.

ImageTrend does not generate messages for duplicate records. The system administrator decides how to handle records that are duplicates in the NEMSIS imports. Most systems choose to accept the newest data and overwrite the existing ePCR. Other options include settings that never allow an ePCR to be updated and reject duplicate submissions; overwrite the original incident if the incident is not locked for editing.

## 5. Add new inspection codes.

ImageTrend has many IFC/ICC fire code sets currently available in Elite upon request. ImageTrend is also accommodating and can electronically load in code sets provided to us in an electronic version. ImageTrend has a user interface where violations codes are managed. Users can activate, inactivate, or edit any existing violation codes that are implemented within the system. Users may also create custom violation codes if they have certain local ordinances that are not covered in the national standards.

## 6. Ability to reference State and Federal Codes as applicable.

Elite complies with this requirement. Elite contains many of the State of Virginia and Federal violation code sets within the database. The County may request the code sets they need to be loaded into their site at any time during implementation or submit a case via Support Desk. If ImageTrend does not have

the code set requested, we are able to load them into Elite provided we receive an electronic copy of the desired code set in a usable format.

## 7. Have the ability to merge occupancy CAD information into inspection records.

ImageTrend offers XChange API, which connects to your Elite database. The current modules and available operators with the API are limited. We would be happy to provide access to the API for your exploration. Elite's XChange API's endpoints are thoroughly documented on a password-protected web-based portal. An example of the technical documentation has been included below. ImageTrend is happy to provide access to the technical publication portal upon request. Please note that the modules and commands within the API are all-encompassing. In addition, we do offer some API-based integrations with several other applications commonly used within the pre-hospital space.

## 8. Keep track of owners and contacts of buildings.

Elite complies with this requirement. Contact information, including their position and if they are a key holder, business owner, and/or building owner is available to document for each contact.

## 9. Track inspections and activities for a given occupancy.

Elite complies with this requirement. Inspectors can tie all historical and current occupancy records to a location, regardless of the location record being a single tenant occupier or a multi-tenant occupier. All building demographic information, extinguishing system records, maintenance records, detection system records, hazardous material, pre-plan descriptions, etc. will be tied to the location and can be displayed within each related occupant record. All historical incidents matching with the location address can be viewed within the primary location record, allowing inspectors to see applicable inspection information. Photos or attachments can be added to Location records, Occupant records, Inspection records or violation records within the inspection report, to an occupant's contact information.

Our solution allows for occupant history functionality. In an inspection record when an inspector adds a violation, they can review the number of times violations have been added on past inspections. Additionally, Report Writer allows the frequency of cited violations to be pulled for any given period.

## 10. Have the ability to schedule annual inspections on a reoccurring basis and keep track of re-inspection, till all deficiencies are satisfied.

Elite complies with this requirement. Each occupant can be placed into a reoccurrence pattern of inspection that should happen every X months. The inspection can be scheduled to a person, station, shift or combination of those elements. Utilizing Report Writer, it is easy to show upcoming inspections or businesses that have not been inspected in a given time period. Re-inspections can be added directly from the original inspection. That keeps the re-inspection tied to the original inspection. Violations that are cleared upon re-inspection flow back to the original inspection with repaired dates. Inside every inspection record which contains a violation, the user has the ability to start the re-inspection process.

## 11. Track additional Fire service records – chemical inventory, hydrants, storage tanks, permits, supplemental history.



Within Elite's Locations/Occupants/Inspection module, users can create a master log of all locations' physical building address to tie all historical and current occupancy records together. All building demographic information, extinguishing system records, maintenance records, detection system records, hazardous material, pre-plan descriptions, etc. will be tied to the location and can be displayed within each related occupant record. All historical incidents matching the location address can be viewed within the primary location record, allowing users to see general incident information, or offer a PDF view of the incident.

Elite Inspections Field has a Permits module that is tied to the Locations/Occupants/Inspections module. Permit types to be tracked are created by the fire department. Fees can be added to each permit type for financial tracking. When creating a permit type, the user can associate any tasks or inspections that need to be completed before the actual permit is generated. The actual permit design can be created by the system administrator so that key information is presented on the permit with the department logo. Permit data can be reported on in Report Writer. For a full product description regarding the Permits module, please see Tab 10 below.

Hydrants are managed in the Hydrant module. The Hydrants module allows clients the ability to track hydrants' demographic information and store historical testing information, latitude, and longitude, etc.

## 12. Have the ability to merge occupancies when address is the same and must keep all history when merging occupancies.

All building demographic information, extinguishing system records, maintenance records, detection system records, hazardous material, pre-plan descriptions, etc. will be tied to the location and can be displayed within each related occupant record. All historical incidents matching with the location address can be viewed within the primary location record, allowing users to see general incident information, or offer a PDF view of the incident.

### B. Pre-Plans Requirements

#### 1. Integrate with both the County Master Address List as well as any related occupancy functions within the reporting system.

This functionality would require further discovery, project scope and additional cost outlined in a mutually agreed upon SOW. Custom development is billed at an hourly rate.

Elite supports importing resource data to assist with your implementation. Data such as, users, vehicles/call signs, stations, facilities, zones/districts, locations, occupants, and hydrants can be imported if data is provided in an ImageTrend formatted import workbook.

#### 2. Integrate with the ESRI GIS platform.

ImageTrend does not currently integrate with ESRI. As an alternative, Continuum is our active data monitoring and alerting platform.

### 3. Offer robust form customization and the ability to add fields to a Pre-Plan entry template.

User defined questions or Supplemental Questions are supported in Elite at both the site level or agency level. Supplemental Questions is permissions based. Supplemental Questions are Elite's version of department centric questions. System administrators can create Supplemental Questions for any module within Elite, add it to the module's form template in the location of the form that makes most sense, create validation rules to conditionally require the questions to be documented and report on the data collected in Supplemental Questions in Report Writer.

### 4. Support the inclusion of photos and other documents, such as PDFs, onto recorded Pre-Plans.

Photos or attachments can be added to location records, occupant records, inspection records or violation records within the inspection report. As a fire inspector, being able to display an accurate picture of potential fire hazards and/or violations is important. Elite has the functionality to tie a document to a specific violation and/or attach an image to the violation. When sending violation letters to customers, you will clearly be able to see which violation goes to which violation image. All photos taken will be stored directly within the record, and not on the device it was taken on.

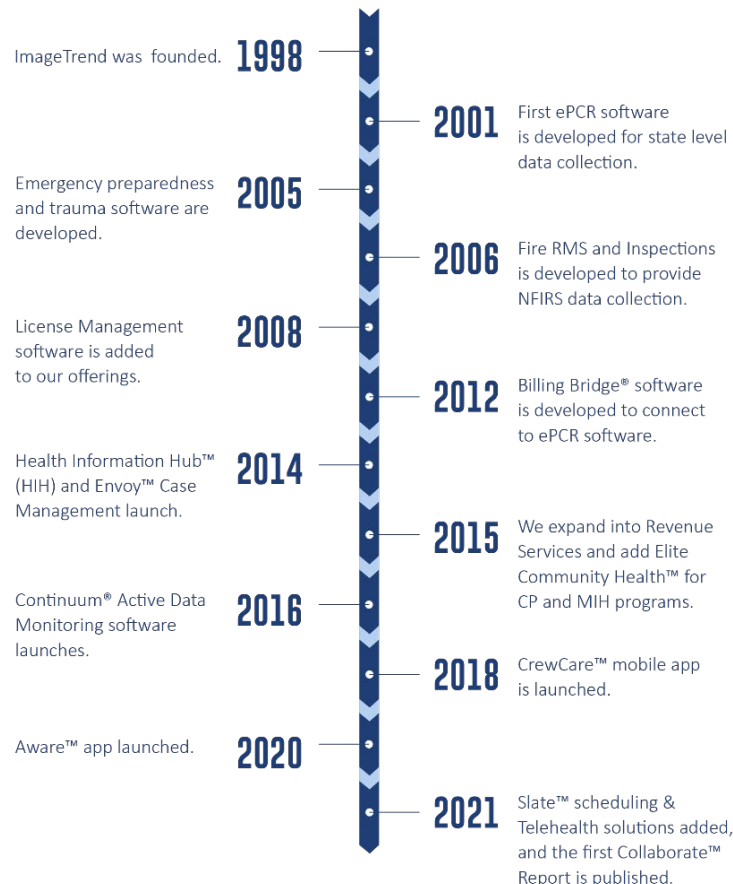
# TAB 3 – OFFEROR'S QUALIFICATIONS, EXPERIENCE, RESUMES, REFERENCES AND FINANCIAL STABILITY

## a. Years in business outlining the company history;

ImageTrend was established in 1998 and remains a privately held corporation headquartered in Lakeville, Minnesota. From the company's beginnings to now being the largest provider of emergency services data collection, analysis and reporting solutions in the country, ImageTrend has never stopped being of service. ImageTrend has experience in very large systems including being the repository for 40 EMS state agencies and 10 state fire marshal offices, with over 2,000 agencies using our fire solutions, averaging 33,000 different daily users in Elite and housing over 302,000,000 EMS records in our ePCR solutions.



Over our 23 years in business, we have grown into numerous markets – billing, healthcare, emergency services, license management and first responder mental health, while remaining leaders in interoperability by delivering comprehensive and fully connected solutions. Our market reach has grown over the years, but our focus on customer intimacy remains ever present. Close, nurturing relationships with our customers are where we thrive as an organization.



b. Virginia customers operating the offeror's records management solution and number of years they have been using it;

ImageTrend has had a presence in the State of Virginia since 2013. ImageTrend is proud to provide the following references for you. We encourage you to reach out to these clients and hear about their stories using our solutions and being part of the ImageTrend community.

## ARLINGTON COUNTY FIRE DEPARTMENT

**Contact:** Rob Crandall  
**Title:** Captain II  
**Address:** 2100 Clarendon Blvd, Arlington, VA, 22201  
**Phone:** (571) 289-9674  
**Email:** [rcrandall@arlingtonva.us](mailto:rcrandall@arlingtonva.us)  
**Products:** Elite, Elite Field, CAD, Continuum w/Performance Insights, Data Mart  
**Implemented:** 2015

**Description:** Arlington County was a partner with ImageTrend to develop the Telehealth module for Elite while participating in the ET3 (Emergency Triage, Treat and Transport) project.



ET3 Project



Helped Develop  
Telehealth Module

## FAIRFAX COUNTY FIRE AND RESCUE

**Contact:** Stephen Hartman  
**Title:** Captain  
**Address:** 12099 Government Center Pkwy, Fairfax, Virginia 22035  
**Phone:** (571) 585-9567  
**Email:** [stephen.hartman@fairfaxcounty.gov](mailto:stephen.hartman@fairfaxcounty.gov)  
**Products:** Elite  
**Implemented:** 2016

**Description:** Stephen Hartman came to ImageTrend & worked with us on the development of the Hospital Patient Barcode Scanner.

79,600+



EMS Incidents Per Year

101,700+

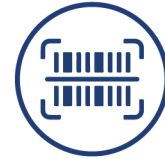


Fire Incidents Per Year

39



Fire Stations



Hospital Patient  
Barcode Scanner

## LOUDOUN COUNTY DEPARTMENT OF FIRE-RESCUE AND EMERGENCY MANAGEMENT

**Contact:** Tracy Lane  
**Title:** QA/QI Paramedic  
**Address:** 41975 Loudoun Center Place, SE, Leesburg, Virginia 20175  
**Phone:** (703) 737-8324  
**Email:** [tracy.lane@loudoun.gov](mailto:tracy.lane@loudoun.gov)  
**Products:** Elite, HH, Data Mart, CAD  
**Implemented:** 2016

**Description:** Loudoun County is a leader in the Virginia user group and has worked with ImageTrend to host regional meetings that provide education on our software solutions. ImageTrend has been able to send staff to present to a large group of agencies in the area using the Loudoun County facilities.



Virginia User Group Leader



Regional Meeting Host

## VIRGINIA BEACH EMS

**Contact:** Tyler Kerr  
**Title:** Brigade Chief, Technology & Communications Regulation & Enforcement Division  
**Address:** 21 Municipal Center, Virginia Beach, Virginia 23456  
**Phone:** (757) 385-1999  
**Email:** [TKerr@vbgov.com](mailto:TKerr@vbgov.com)

**Products:** Elite, Elite Field, Continuum, Data Mart, ImageTrend License Management™, ImageTrend Visual Informatics™

**Implemented:** 2016

**Description:** Virginia Beach has been a center of excellence for many years. The leadership has always embraced pioneer technology and was the first ImageTrend agency to send their ePCR directly into the hospital EMR.

As a volunteer-based agency Virginia Beach has used our License Management software to track the training and certifications of all their volunteer staff. Recently ImageTrend worked closely with EMS personnel to advance the features of Continuum to create the best near real-time reporting solution in the industry.



#### c. Experience with a project of this magnitude;

ImageTrend has worked in the EMS and fire market since 2001 and has implemented thousands of clients since. We have a national presence in all 50 states, with 40 states using ImageTrend as their data collection partner. ImageTrend has implemented state-level enterprises and smaller regional and city systems with equal success. We are confident the objectives in your RFP are attainable with our solutions and services offerings.

#### d. Number of current customers;

ImageTrend has over 5,200 current clients.

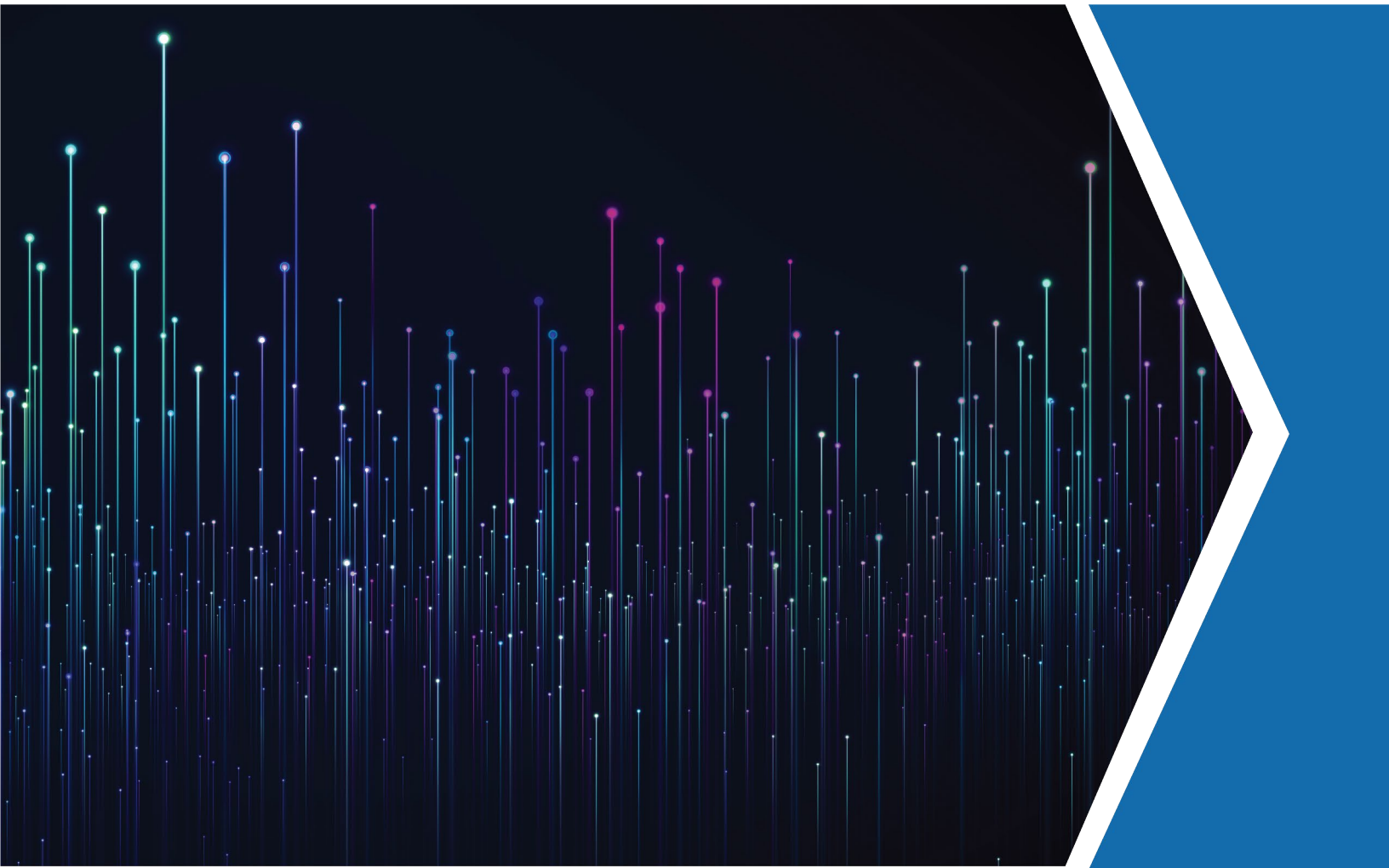
#### e. Resumes of proposed staff that would be assigned to this project; and,

Please see the Resumes of our leadership staff related to this project in the Appendix of our proposal response.

#### f. Evidence of financial stability;

ImageTrend is privately owned and financially stable. There are no pending matters that would negatively impact the financial health of the company. To prove our financial stability, ImageTrend is happy to conduct a video conference call with the County upon request for us to share with you our audited financial statements in a confidential manner.

# TAB 4 – SERVICE APPROACH/IMPLEMENTATION SERVICES/TRAINING





a. Submit any additional agreements which the County may be requested to agree to as part of the final award.

Please see our sample Master Software and Services Agreement included in the Appendix of our proposal response.

b. Provide a project schedule of the implementation plan, that includes key phases of the project, including staff training, configuration, data migration and file upload requirements, implementation planning and support, technical support, technical training requirement and responsibilities etc.

Because you are currently implemented with our solutions and actively using our solutions, no implementation would be needed. If the County is interested in expanding its ImageTrend solutions, we will be more than happy to provide an implementation plan for the specific additional products you are seeking.

c. Provide information on the proposed project team.

Our entire team is comprised of professionals with varying backgrounds including technology, service, and healthcare. For detailed resumes for people working on this project specifically, please see the resumes we have included in the Appendix of our proposal response.

d. Provide a description of how your product is updated, iterated and implemented for your customers.

Regular maintenance updates are scheduled once a month. ImageTrend reserves two hours each month for this work to be completed, but rarely utilizes the two hours. Clients are notified before each major release, and this notification includes release notes documentation. Hot fixes are pushed as needed, determined by ImageTrend. Elite sees one major and one minor update published every month. These typically require less than five minutes of downtime.

ImageTrend manages all aspects of the server infrastructure when a client chooses to host with us. Enhancements are applied following a release schedule, which includes notification of when the upgrade or maintenance is scheduled for and what can be expected following the upgrade. Sufficient time is provided to accommodate any client concerns or constraints. Our virtual infrastructure allows many upgrades or fixes to be applied without system downtime or service disruption. Updates to Elite Field occur simultaneously with upgrades to Elite. The updates are pushed automatically and do not require human interaction.

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

e. Describe how your customers are notified of these changes and supported through this process.

ImageTrend provides world class support for its full product suite and hosting services. Support includes technical diagnosis and resolutions of technical issues involving software and server hardware. Technical support and service is provided in the areas of:

- ✓ Website hosting and support
- ✓ Web application development/enhancement
- ✓ Database administration/support
- ✓ Project management
- ✓ Systems engineering/architecture

ImageTrend provides ongoing support as contracted after software implementation, including a focus on product performance and general maintenance. ImageTrend offers multi-level technical support, based on level-two user support by accommodating both the general inquiries of the administrators and those of the system users. Administrators have the ability to field support for the system as the first level of contact while providing the option to refer inquiries directly to ImageTrend.

ImageTrend's Support Team is available Monday through Friday from 7:30 a.m. to 6:00 p.m. CT via Support Desk, email, or telephone. Additionally, product support is available 24 hours a day, seven days a week, 365 days a year, through our electronic Support Desk. Support Desk incorporates around-the-clock incident reporting of all submitted tickets to ImageTrend's Support Team. Once a client submits a support ticket, he or she can easily track its progress with a secure login and stay updated on the ticket status. The system promotes swift resolution by offering keyword-based self-help services and articles in ImageTrend Help/University, should clients wish to bypass traditional support services. Ticket tracking and logs further enhance the efforts of support personnel by aiding identification of patterns that can be utilized for improvements in production, documentation, education and frequently asked questions to populate ImageTrend Help/University. Users can log a support issue and self-triage their issue's severity. Critical issues will automatically notify the Support Team as well as the Executive Leadership Team via text message and email, 24/7.



**Support Desk:** [support.ImageTrend.com](https://support.ImageTrend.com)  
**Email:** [support@ImageTrend.com](mailto:support@ImageTrend.com)  
**Toll Free:** 1-888-730-3255  
**Phone:** (952) 469-1589

### ImageTrend Connect Annual User Conference

ImageTrend hosts an annual users' conference in Minnesota where emergency personnel from across the world gather (most recently in a virtual setting) to share ideas and processes, examine key issues, celebrate successes and discuss challenges. Attendees are able to take part in education sessions, discuss industry trends and prepare for future transitions and they can expect to learn more about working with ImageTrend software solutions, and the new technologies and methodologies for their field from those who know the industry and ImageTrend best - their peers and the ImageTrend team.

The ImageTrend Connect conference has quickly grown to be one of the leading conferences in the country focused on how to use electronic data collection, interoperability and reports to improve patient care. This year marks the 13th annual Connect conference, which has become a staple in the ImageTrend community since 2009.

## Recurring Conference Calls and Webinars

ImageTrend offers monthly education webinars about nearly all of our solutions. During the meeting, ImageTrend shares information on product updates or enhancements, industry happenings and requests feedback. Suggestions for future discussion topics and networking among participants is also encouraged. Additionally, free educational webinars are offered monthly.

## ImageTrend Forum

The ImageTrend Forum provides a way for our client base to network together. The Forum, which is sponsored and moderated by ImageTrend, allows our clients to share their ideas, workflows and innovative solutions every day. Interfacing with other system administrators around the country through live message boards, chat threads and polls are some of the ways users connect with each other.

## UserVoice

UserVoice is a community platform allowing system administrators to post feature requests or enhancement ideas. Users from throughout the community can vote and comment on these posts, getting various perspectives on ideas that may be especially beneficial. Each administrator receives a set amount of votes, so it is important to make those votes count. Each idea posted is carefully analyzed and may augment product roadmaps.

### f. Provide information on system uptime percentages, service level agreements, as well as patching schedules.

Our system is accessible 24 hours a day, seven days a week, 365 days a year, with at least 99.5% uptime. Please see the standard Service Level Agreement included the sample Master Software and Services Agreement included in the Appendix of our proposal response. Maintenance and updates are discussed in our response to (e) above.

### g. Provide detailed information for the process that will be established to ensure successful implementation, testing and final system acceptance. System final acceptance shall be conducted in accordance with the implementation plan that is mutually agreed to and incorporated as part of the contract documents

The County has been through a full, successful implementation, testing and final system acceptance for its current ImageTrend products including, but not limited to, Elite. The County will save substantial time and money not having to reimplement a new ePCR and fire record management system if it chooses to stay with ImageTrend.

### h. Provide a sample test and acceptance plan describing the typical procedures and acceptance criteria of the proposed system.

The County has been through a full, successful implementation with testing and final system acceptance for its current ImageTrend products including, but not limited to, Elite. The County will save substantial time and money not having to reimplement a new ePCR and fire record management system if it chooses to stay with ImageTrend.

i. Provide a detailed narrative of the proposed training plan for approximately 24 worksites and 630 County staff. This shall include the number of training days and hours being offered, and whether training is virtual or on-site.

The County was trained on the ImageTrend products it implemented to date. The training included a “train-the-trainer” approach by ImageTrend personnel for cost savings. “Train-the-trainer” sessions trained Kelly Schaaf, Robin Sullard and Monty Dixon in all aspects of system administration and usage and provided the basic materials for the training plan for all field personnel.

### Free Training for Service Administrators

ImageTrend offers free hands-on training to service administrators for select products at the corporate office located in Lakeville, Minnesota. This training is available on predetermined dates set by ImageTrend. ImageTrend will train up to two administrators per service on setup, navigation and use of Elite and Elite Field/Elite Inspections Field. Service administrators will also learn how to create ad hoc reports based on their data and how to maintain their user information. This training is offered periodically to services with a valid support agreement and is intended to educate service administrators to help them more effectively and independently use their application. With this inexpensive educational option, service administrators can improve education and understanding of the software.



ImageTrend also provides webinar training, which has proven successful in delivering training in a cost-effective manner. Webinars allow staff to deliver training to personnel from their desktops without the need for travel.

### Ongoing Training

Ongoing training sessions can be held regularly for new personnel and as a review for existing personnel at an additional cost. These sessions are conducted by the trainer onsite or via webinar.

### Documentation

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

ImageTrend provides the most up-to-date documentation, including administrator and user manuals and release notes for any upgrades. With a support agreement in place, you will have access to educational videos, documentation, presentations and other documents in the ImageTrend Help/University, which is accessed via your ImageTrend application. Documentation updates are ongoing and available at no cost.

ImageTrend Help/University provides a library of resources, including educational videos, manuals, quick guides and help documents for all ImageTrend products. Online education materials are available to all clients with support agreements. The resources have been very useful as both refresher and initial education materials. The following screenshots depict various learning assets within the Help/University.

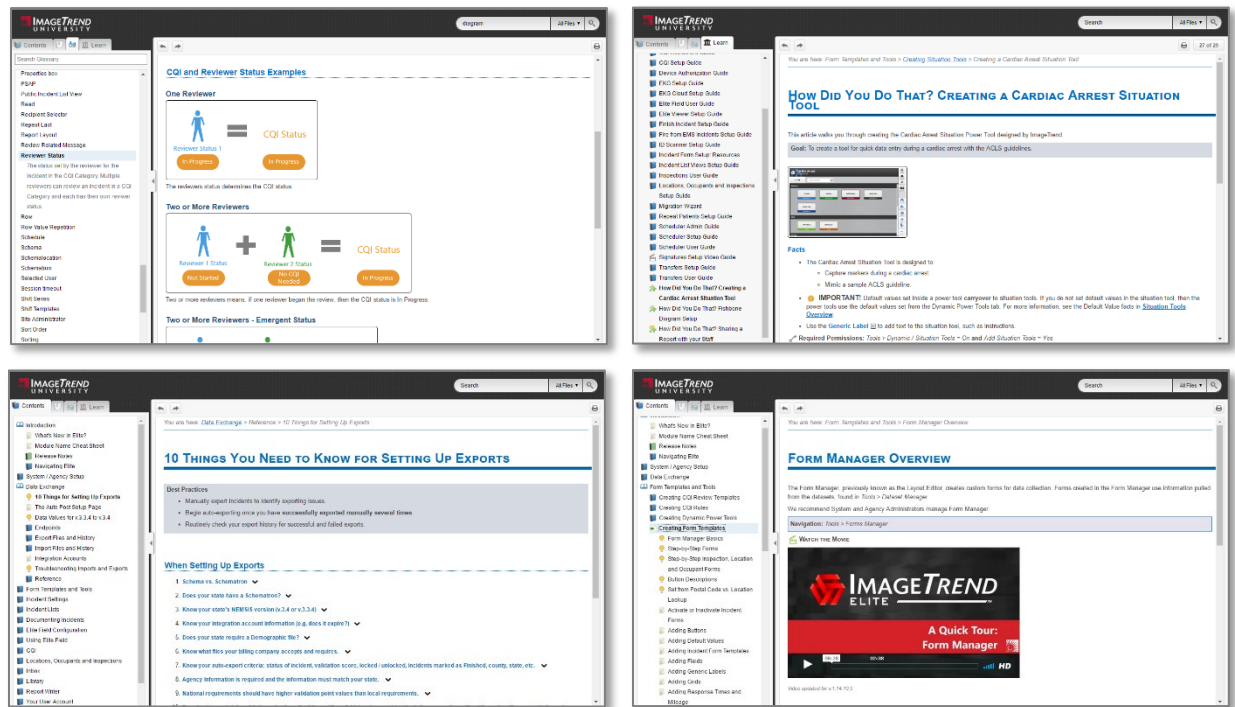


Figure 3. Examples of ImageTrend Help/University.

j. Discuss any limitations on the number of participants that can attend a training session.

There are no limitations on the number of participants that can attend training sessions.

# TAB 5 – DATA REPORTING AND COMPLIANCE



## a. Describe how your system supports query access to the reporting database.

Elite provides various reporting tools that you can use to query your reporting database. These include Report Writer, and Continuum. These tools allow you to either use reports that are packaged with the product or create new ad hoc reports to access your reporting data. Report Writer and Continuum were previously discussed at length in Section E of Tab 2 above.

In addition, Data Mart allows you to access your Elite reporting database utilizing the staff, skills, and tools you already have in place to create queries and reports. You can use the Data Mart to create your own SQL queries to directly query the reporting database with numerous business intelligence and reporting tools. These tools typically use connectivity layers such as ODBC to connect to the star schema Data Mart database. Data Mart was previously discussed in length in Section E of Tab 2 above.

## b. Describe how your reporting system integrates with patient monitors and related cloud-based system, such as Zoll and their X-Series devices.

ImageTrend is currently able to integrate with Physio, Zoll and Philips monitors. The specific models are as follows:

- ✓ Philips MRX
- ✓ Philips Tempus Pro
- ✓ Physio-Control Lifepak 15
- ✓ Physio-Control Lifepak 12
- ✓ Zoll X-Series
- ✓ Zoll M-Series

Each of these models are very common pre-hospital cardiac monitors and integrating with them has been developed in conjunction with their manufacturers. Particularly, the manufacturers usually must provide a Software Development Kit (SDK) that allows for interpretation and an understanding of the data elements within in their proprietary data file types.

When agencies utilize one of these cardiac monitors, they can import case files via several connection methods (i.e., Cloud, Bluetooth, USB, cable) and can parse the file to represent segments of the case within the PCR. Event triggers and code markers can be used to denote specific events such as patient instability, medication administration, 12-Lead EKG capture, EtCO2 measurements, etc. Six second strips and 12-leads are created as part of the output PDF of the case itself, while also preserving the unadulterated raw data file as an attachment for longevity.

Attachments of various types can be uploaded directly into the ePCR. Documents can be searched on the device to apply as an attachment to the ePCR. If using a device with a camera, photographs or videos can be taken and stored directly into the ePCR. Medical device attachments can be imported through the EKG integration via hard-wire, Bluetooth or Cloud integrations.

Monitor integrations for one of the monitors is a no-cost feature of Elite. ImageTrend continues to work with those vendors to enhance the integrations as new features and functionality are released. Such enhancements are made available to clients at no cost.

c. Describe the status of your system's compliance with the NEMSIS v3.5 standard.

Elite is NEMSIS 3.3.4 and 3.4.0 compliant. Elite can automatically post ePCR incidents from one site to another site without user intervention based upon predefined criteria the incidents must meet before the incident will post and return information indicating the incident post to state was successful. ImageTrend is committed to meeting all NEMSIS data version updates, including the anticipated NEMSIS version 3.5.0. ImageTrend has already begun development to be compliant with NEMSIS 3.5.0. ImageTrend participates in all NEMSIS meetings to be kept abreast on any upcoming changes nationally or at state levels. ImageTrend believes in standards and implements changes in a timely manner based upon requirements.

d. Describe how your system can track mental and behavioral health incidents that may not originate from a traditional 911 call for service.

Elite is a multi-faceted records management system that provides additional modules. Community Health is an optional module Henrico County can purchase that is designed around Community Paramedicine (CP). This allows the County to track long-term, scheduled visits with patients enrolled into programs to track progress and help reduce emergent call dependency. Within the Community Health module, administrators can build a configurable CP template designed to track the patient visit information. The template is built in the same Form Manager as any system template, with drag-and-drop architecture along with optional building of validation rules to require certain aspects of field documentation.

Inside the template, patient and EMS-related worksheets can be attached to be completed during the patient visit. Worksheets gather additional information above and beyond the visit specific information; information collected regarding the initial assessment, home safety surveys, and program specific questions regarding patient's progress, timed up and go assessments, etc. Patient progress tracking occurs within the patient record, to allow for updated medical history, billing information, physician or referral information or demographics to be updated and maintained. Enrolled programs and status tracking include a chronological list of contact history with the patient, including EMS, CP visits completed worksheets, or any contact types made and tracked within the record and module to provide the most comprehensive patient history available. The Community Health module integrates with the ePCR module in Elite when a patient is selected in an ePCR using the Repeat Patient Lookup function to tie the patient in the ePCR to a history within the Community Health module. Past vitals, impressions, complaints reported by dispatch, etc. display inside either the Patient Timeline inside the ePCR or the Community Health visit providing the end user a complete patient picture and indicating which CP programs the patient is enrolled in even before downloading the patient into the ePCR incident. Patient enrollment is based on ePCR data information, including a unique algorithm to review the incident frequency percentage, past medical history percentage and past medical history which provides an impact score to determine patient enrollment by program.

e. Describe how training and certification records may be integrated or exported over API or other web service.

Elite includes web services and its own API (called Xchange API).

f. Describe how existing training records, in Target Solutions, may be migrated into your new records system.



ImageTrend offers an integration with Target Solutions to bring such data into our Training and Activities module. The integration has been built in conjunction with Vector Solutions (parent company of Target Solutions) and is offered as an optional add-on to Elite.

## [g. Describe how your system supports the replication of data and records to Henrico-hosted data warehouses](#)

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

With the Data Mart, your data is transformed into structures designed, tuned, and documented for optimum reporting and analysis. This approach saves valuable staff time by removing the complexity of writing reports against raw transactional data structures. Data Mart is analytically structured and well documented to reduce the learning curve and allow the County the ability to work with their data at the lowest levels.

Data Mart can be queried using any industry-standard business intelligence tools such as Crystal Reports, SAS and Tableau, as well as any other tool that can connect to a Microsoft SQL Server Database.

# TAB 6 – SECURITY, AUDIT AND TECHNICAL



## a. Describe the technical and functional support plan for a public safety customer.

As Henrico is already an implemented customer and is currently using our solutions, we are confident you've experienced ImageTrend's legendary customer service. Below is our methodology for how and why we take care of our customers the way we do.

ImageTrend provides support for its full product suite and hosting services. Support includes technical diagnosis and resolutions of technical issues involving software and server hardware. Technical support and service is provided in the areas of:

- ✓ Website hosting and support
- ✓ Web application development/enhancement
- ✓ Database administration/support
- ✓ Project management
- ✓ Systems engineering/architecture

### Product Support

ImageTrend provides ongoing support as contracted after software implementation, including a focus on product performance and general maintenance. ImageTrend offers multi-level technical support, based on level-two user support by accommodating both the general inquiries of the administrators and those of the system users. Administrators have the ability to field support for the system as the first level of contact while providing the option to refer inquiries directly to ImageTrend.

ImageTrend's Support Team is available Monday through Friday from 7:30 a.m. to 6:00 p.m. CT via Support Desk, email, or telephone. Additionally, product support is available 24 hours a day, seven days a week, 365 days a year, through our electronic Support Desk. Support Desk incorporates around-the-clock incident reporting of all submitted tickets to ImageTrend's Support Team. Once a client submits a support ticket, he or she can easily track its progress with a secure login and stay updated on the ticket status. The system promotes swift resolution by offering keyword-based self-help services and articles in ImageTrend Help/University, should clients wish to bypass traditional support services. Ticket tracking and logs further enhance the efforts of support personnel by aiding identification of patterns that can be utilized for improvements in production, documentation, education and frequently asked questions to populate ImageTrend Help/University. Users can log a support issue and self-triage their issue's severity. Critical issues will automatically notify the Support Team as well as the Executive Leadership Team via text message and email, 24/7.



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### ImageTrend Connect Annual User Conference

ImageTrend hosts an annual users' conference in Minnesota where emergency personnel from across the world gather (most recently in a virtual setting) to share ideas and processes, examine key issues, celebrate successes and discuss challenges. Attendees are able to take part in education sessions, discuss industry trends and prepare for future transitions and they can expect to learn more about working

with ImageTrend software solutions, and the new technologies and methodologies for their field from those who know the industry and ImageTrend best - their peers and the ImageTrend team.

The ImageTrend Connect conference has quickly grown to be one of the leading conferences in the country focused on how to use electronic data collection, interoperability and reports to improve patient care. This year marks the 13th annual Connect conference, which has become a staple in the ImageTrend community since 2009. The theme for this year's conference was *Better Together*. It is a simple saying, but now more than ever, with the events that unfolded in 2020, it is important to remember that we are truly *Better Together*. Last year, in 2020, COVID-19 resulted in ImageTrend hosting our first ever fully virtual Connect. Connect was virtual in 2021 with hopes we can all be back together in person in 2022.



## Account Advisement Services

ImageTrend offers specialized account management services for our clients. With varying levels of involvement and account attention, you can have a single point-of-contact assigned to you for the life of your contract with ImageTrend. Regular calls with your team, enhanced guidance for solution setup, recommended workflows are examples of the advantages to having an ImageTrend Account Advisor working with you every week.

## Recurring Conference Calls and Webinars

ImageTrend offers monthly education webinars about nearly all of our solutions. During the meeting, ImageTrend shares information on product updates or enhancements, industry happenings and requests feedback. Suggestions for future discussion topics and networking among participants is also encouraged. Additionally, free educational webinars are offered monthly.

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b. Describe how your systems supports offline functions, and the recording of initial Fire and EMS report information, during times of limited or no internet connectivity.

Because Elite Field and Elite Field Inspections are browser-based, data is stored in the local browser cache as encrypted data. When an internet connection is established, data is synced under a number of automatic conditions or can be manually synced. Limited fire data related to the EMS incident can be completed in Elite Field. Full fire reporting can be completed once internet connectivity is re-established.

c. Discuss your Application Programing Interface (API).

Elite's XChange API has extensive documentation on authentication, security restrictions, error handling and rate limiting. Henrico County and/or its agents will need credentials to access any documentation on the endpoints available through XChange.

After business award, ImageTrend is happy to share further detailed technical information regarding Elite's Xchange API.

d. Describe areas and modules where data may be imported into the application as well as outputted.

NFIRS and NEMSIS Version 3 incidents can be manually imported into Elite through data exchange and selecting the file to import. Data can be exported in NFIRS file standards by the County, or NEMSIS v3 xml exports. Report Writer can be used to manually export results of reports in CSV, Word, PDF, XML, or HTML file formats.

e. Describe what modules and functionality of your platform are supported by your API and what limitations may exist.

Please see our above answer in Section H of Tab 2 in our proposal response regarding Elite's XChange API. No limitations exist with our Data Exchange module, allowing large amounts of data to be automatically exchanged in the background.

f. Provide details on the ability to integrate with the ESRI GIS platform and where these integrations impact functional modules, specifically Fire Incident and EMS incident reporting.

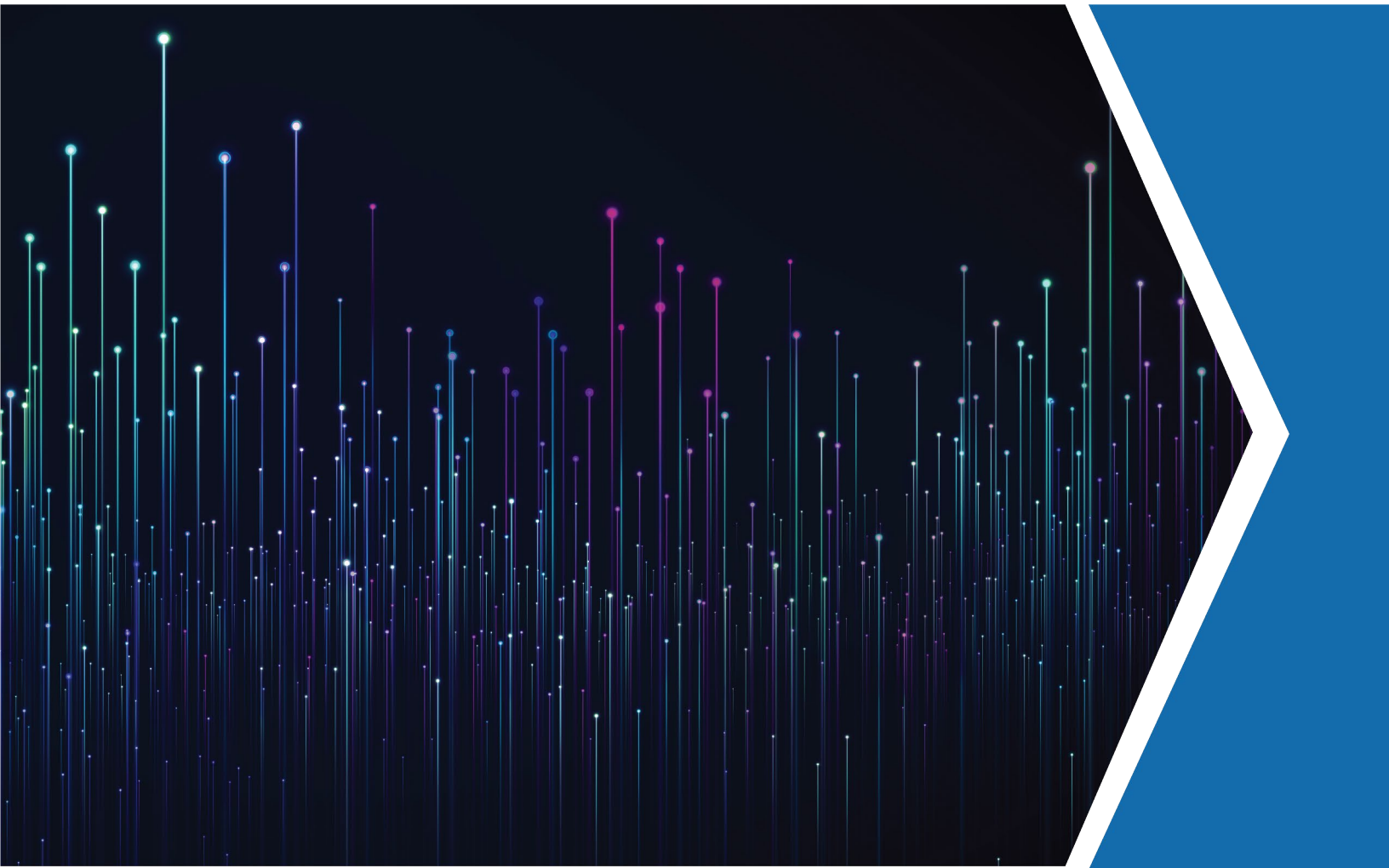
ImageTrend does not currently integrate with ESRI. Continuum is our active data monitoring and alerting platform.

# TAB 7- PRICE/COST PROPOSAL



Please see our Price/Cost Proposal – Attachment F submitted separately. There are no new payment milestones as the County is already implemented and only paying recurring fees which consist of support and hosting (SaaS).

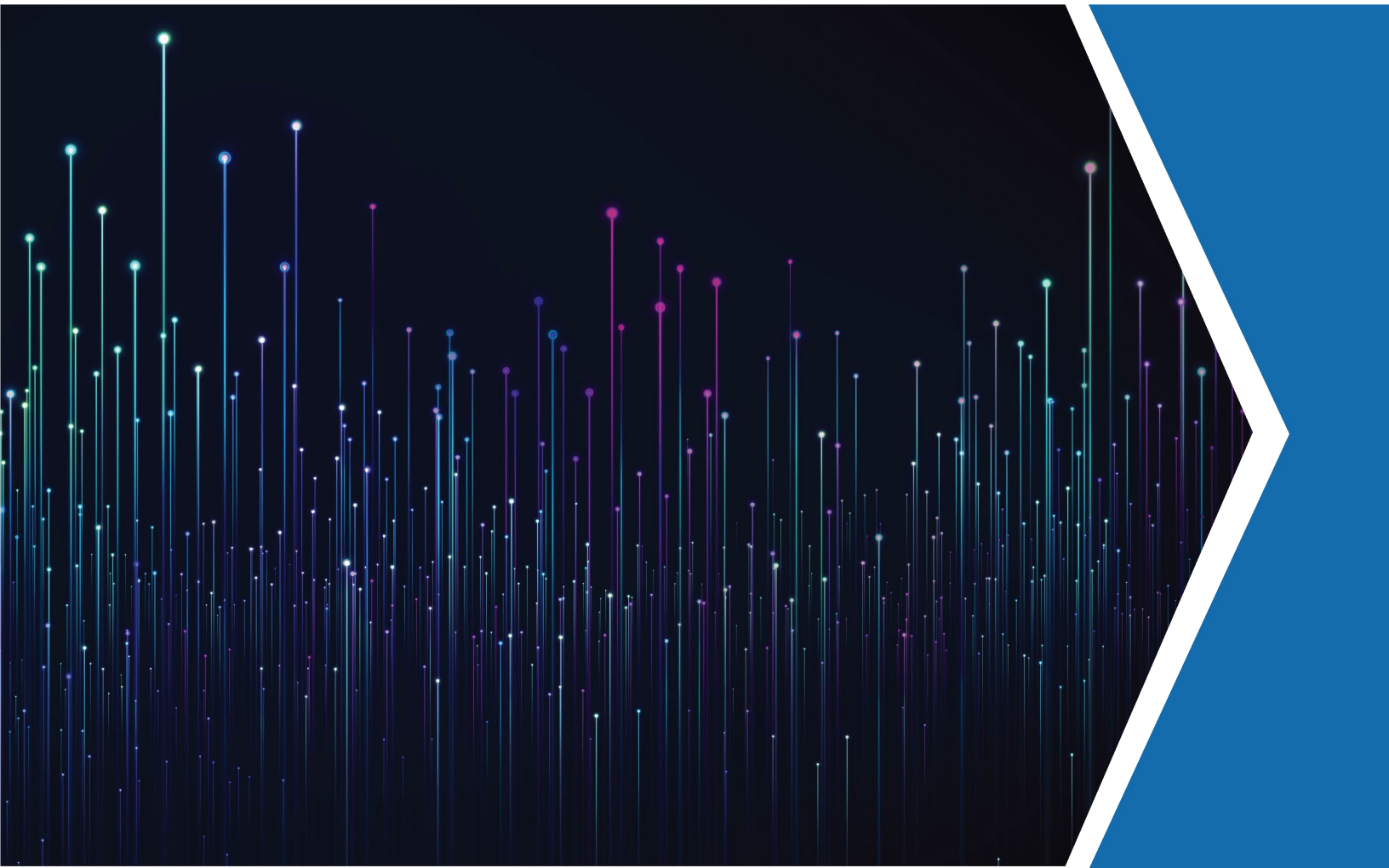
## TAB 8- EXCEPTIONS



The only exception ImageTrend is requesting with regards to the County's contract terms relates to Section R "Ownership of Deliverable and Related Products". We request that our intellectual property be excluded from the County's ownership of products.

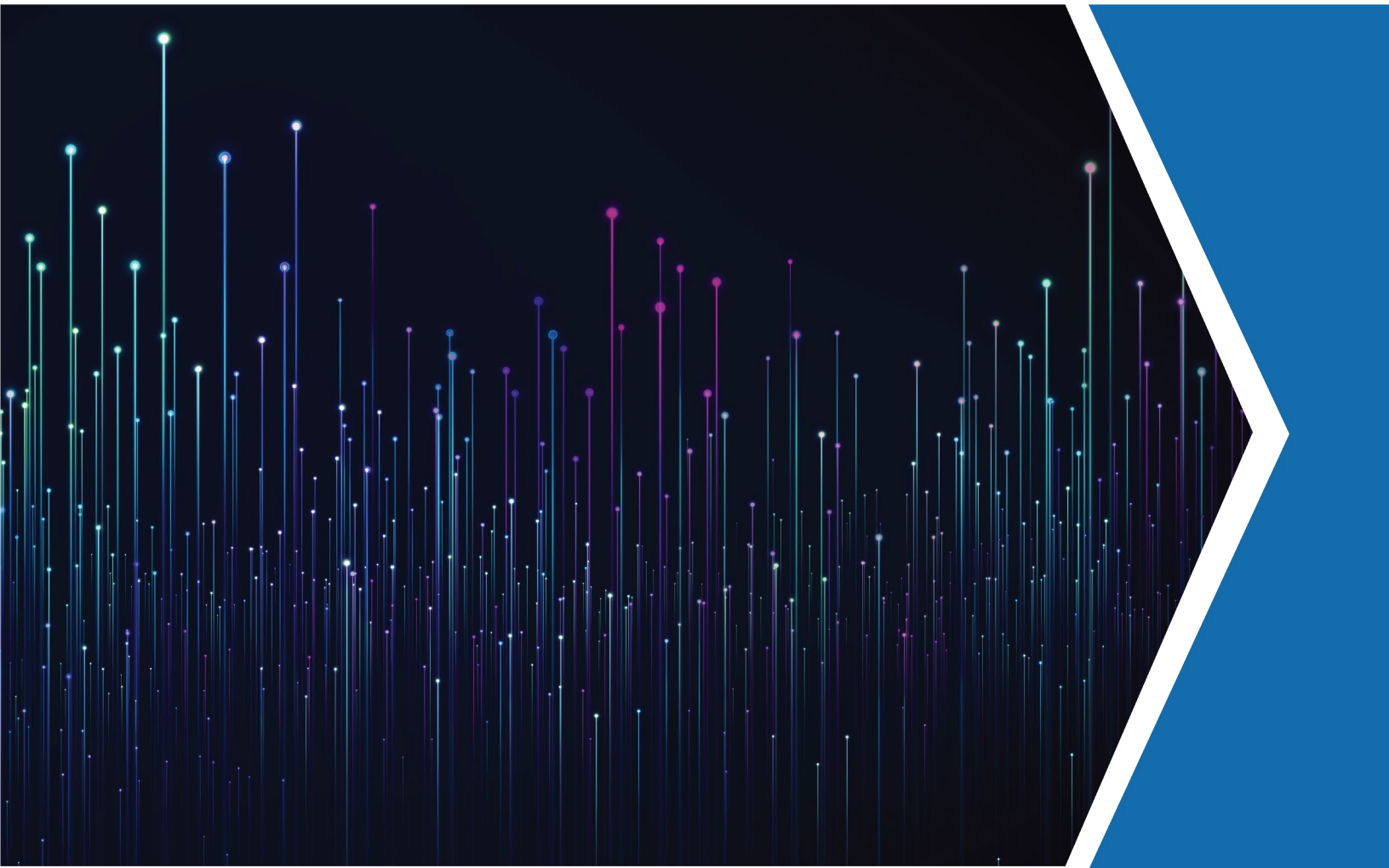


## TAB 9- ASSUMPTIONS



ImageTrend assumed that the County is interested in keeping its current ImageTrend solutions and services in place. We have kept the pricing consistent based upon that assumption.

## TAB 10 – OPTIONAL SERVICES



Throughout our RFP response, we have mentioned various ImageTrend solutions that we believe may interest the County that could make an impactful difference for your organization and the community you serve. These solutions include Slate, Target Solutions Distribution, Elite Inspections Field, Crew Care, Aware and Community Health. Product descriptions summarizing the details of each of these offerings are below.

## SLATE™

Slate is a standalone operations management solution with the first-released module for scheduling with certification tracking. Engineered for flexibility, multiple schedule types and sub-groups can be utilized in a single solution with workflows that are defined by the County. With Slate, you get unlimited time off requests, shift trades, work requirements, seniority lists and fill rules. It is an ImageTrend-hosted solution that connects with the Aware app for end users to view and manage their own schedules and can either integrate with Elite or work independently.

### Key Features

- ✓ Powerful, flexible scheduling that accommodates different labor group workflows simultaneously in the same system
- ✓ Built-in Artificial Intelligence makes suggestions for schedule modifications to ensure full coverage of properly credentialed crew
- ✓ Multiple schedule types: rotational (aka firefighter schedule), fixed and flex (weekly differential)
- ✓ Unlimited, department-defined workflows
- ✓ Unlimited scheduling transactions time off requests
- ✓ Unlimited Shift Trades
- ✓ Unlimited work requirements and conditions
- ✓ Unlimited seniority lists
- ✓ Unlimited fill rules
- ✓ Divisions/sub-groups of personnel for easier management of employees
- ✓ Advanced certification tracking with notifications
- ✓ Position templates to easily track certifications/licenses and rapid association of new or promoted personnel for a role

### Scheduler Module

Starting with a comprehensive scheduler, Slate allows administrators to group personnel into “Divisions” to make it easier to assign specific conditions to those groups. Unlimited divisions can be created, and personnel can work in multiple divisions. There are unique rosters for each division. Specific conditions can be applied to each group including:

- ✓ Fill rules, such as labor group requirements
- ✓ Certifications
  - Can be assigned within positions and include driver’s license requirements and specific certifications
- ✓ Positions

- Can be assigned by type, status, and division.
- ✓ Deployment locations
  - Stores physical address, location contact, access and parking information, and deployment location notes. This can be displayed in shift details to assist scheduled personnel.
- ✓ Resource types and templates
  - Eliminates redundancy of creating the same type of unit and staffing positions multiple times for each roster

An example Division configuration might include the below divisions in a fire department or EMS agency. However, this is just one example and the number and types of divisions are unlimited and can be added as needed.

- ✓ Dispatch
- ✓ IFT (Transfers)
- ✓ Administrative
- ✓ Fleet/Maintenance
- ✓ 911 response

## Shift Patterns

### *Rotational*

Often used in fire departments, rotational patterns are typically 3 shift rotations that are not specific to day of month or week. Working shifts are usually 24, 48 or 96 hours but are flexible for other rotations.

### *Flex*

With flex shifts, specific days of the week can be assigned to a pattern – typically a two-week pattern but can vary by employer.

### *Fixed*

Working days are predetermined by day of the week. Hours are assigned within the roster.

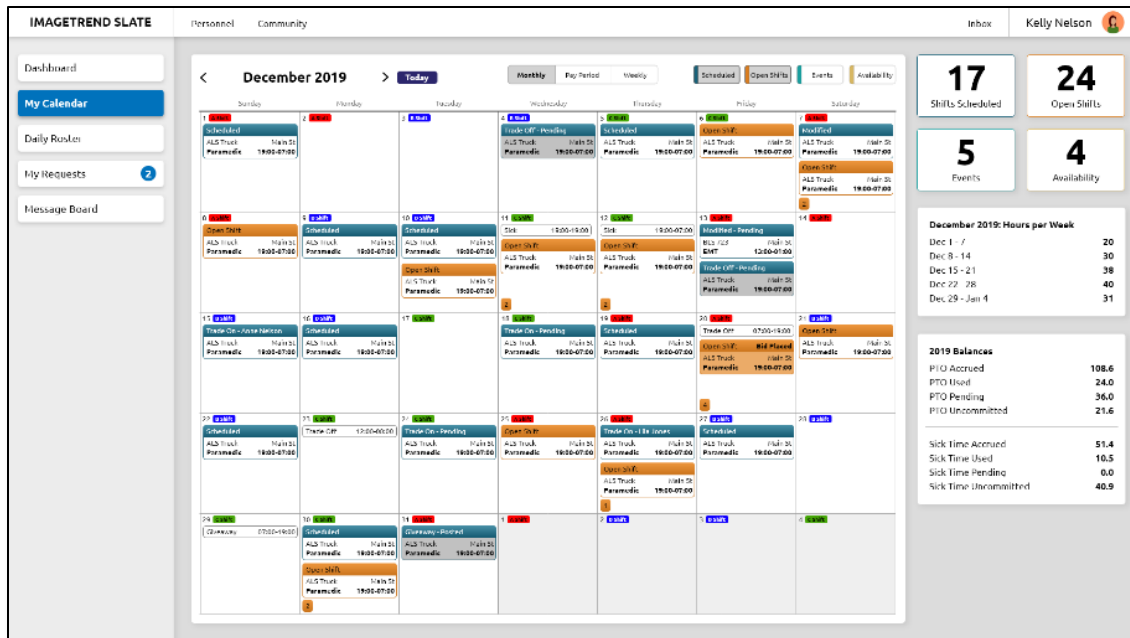


Figure 4. The personnel view of the calendar view within Slate includes color coding and can be filtered.

## Integrations

Slate seamlessly integrates with other ImageTrend solutions including:

- ✓ Elite
- ✓ Aware
- ✓ License Management System

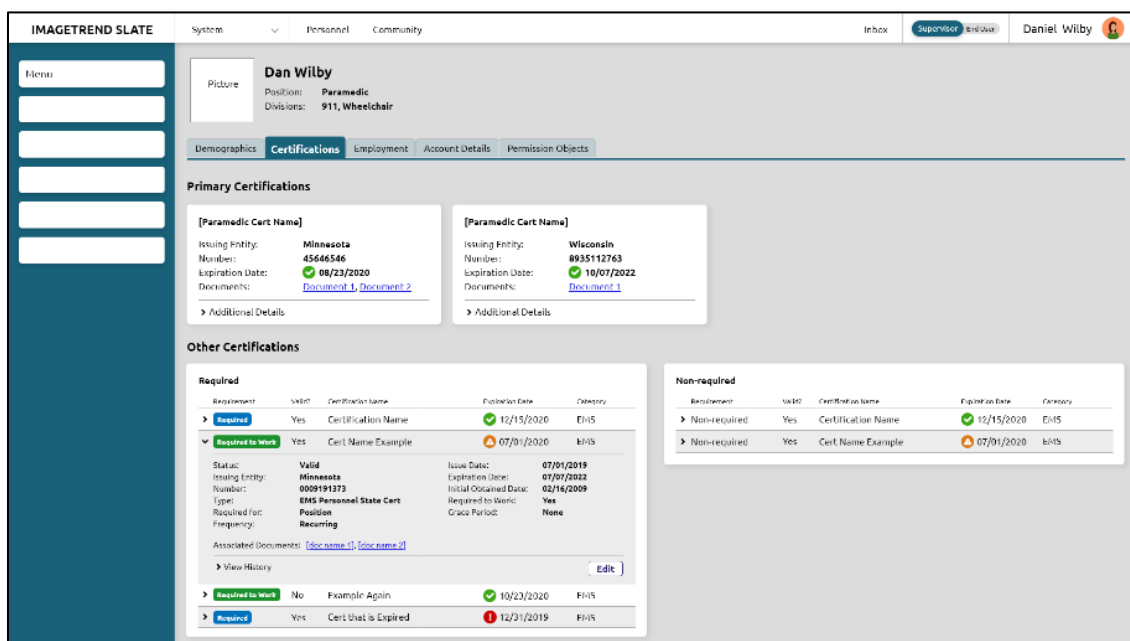


Figure 5. Certification Tracking within Slate.

## Resource Templates

Resource templates make short work of which type of personnel are assigned to a resource, such as a vehicle. When building a unit template, a position can be required for a unit to operate, such as an operator or a specialist. A minimum number of positions of various types can be required for a unit as well.

## Resource Creator

New units can be created manually or, when integrated with Elite, can be looked up from Elite and synced down to save time. Unit names can be re-labeled in scheduler to something other than the CAD call sign, such as changing “ENG1” in Elite to “Engine #1” in the schedule. Ad hoc units are added to the daily roster so they do not have to be added from the main roster building process.

## Roster Builder

Rosters can be grouped (such as a region) and then associated to deployment locations and unit resources. Shifts can then be added to a roster and shift patterns selected. When adding fixed shift times, you can choose 24 hour/military or 12 hour/standard clock and only need to enter the duration of the shift and start time. Shift end time is automatically calculated based on the duration of the shift.

**IMAGETREND SLATE** System Personnel Community Inbox Super Admin Profile Daniel Wilby

**Daily Roster**

< December 13, 2019 > Today + Shift

Expanded Filter Options Apply Filter + Adhoc Resource

**Station 1** 0 of 1 Vacancies Required

Unit Name	Scheduling	Remaining Open Positions	Hours	Start Time	End Time	Actions		
Engine 1	Core	0 of 1 Vacancies Required	48	12:30 AM	12:30 PM	edit		
Position	Required	Personnel	Employee ID #	Hours	Start Time	End Time	Schedule Type	Actions
Captain	Yes	Nigel Jackson	548251	48	12:30 AM	12:30 PM	Scheduled	edit
Engineer	Yes	Andrew Lewis	551001	48	12:30 AM	12:30 PM	Scheduled	edit
Firefighter	Yes	Jack Nolan	562559	48	12:30 AM	12:30 PM	Scheduled	edit
Firefighter	No	Core assignment	--	48	12:30 AM	12:30 PM	Trade On	edit
Unit 1	Core	N/A	48	12:30 AM	12:30 PM	edit		

(This unit is now staffed with **Engine 1: A Shift** as the primary unit.)

**Station 2** 1 of 1 Vacancies Required

Unit Name	Scheduling	Remaining Open Positions	Hours	Start Time	End Time	Actions		
Medic 756	Core	1 of 1 Vacancies Required	10	7:00 AM	5:00 PM	edit		
Position	Required	Personnel	Employee ID #	Hours	Start Time	End Time	Schedule Type	Actions
Paramedic	Yes	Emily Nelson	874757	5	7:00 AM	12:00 PM	Modified	edit
Paramedic	Yes	Andrew Road	330915	5	12:00 PM	5:00 PM	Edt Accepted	edit
Unit 1	Yes	Core assignment	--	10	7:00 AM	5:00 PM	Trade On	edit
Medic 756	Core	No Vacancies	10	10:00 AM	8:00 PM	edit		
Position	Required	Personnel	Employee ID #	Hours	Start Time	End Time	Schedule Type	Actions
Paramedic	Yes	Emily Sanderson	1541401	10	10:00 AM	8:00 PM	Scheduled	edit
EMT	Yes	Samuel Hill	458204	10	10:00 AM	8:00 PM	Scheduled	edit
Medic 756	Core	No Vacancies	12	7:00 PM	7:00 AM	edit		
Position	Required	Personnel	Employee ID #	Hours	Start Time	End Time	Schedule Type	Actions
Paramedic	Yes	Marcus Lewis	685121	12	7:00 PM	8:00 PM	Scheduled	edit
EMT	Yes	Lydia Jackson	512242	12	7:00 PM	8:00 PM	Trade On	edit

**Station 2**

**Headquarters**

**Adhoc Resources** 1 of 1 Vacancies Required

**Special Event - County Fair**

Unit Name	Scheduling	Remaining Open Positions	Hours	Start Time	End Time	Actions		
Engine 101	Adhoc	5 of 4 Vacancies Required	4	5:00 PM	9:00 PM	edit		
Position	Required	Personnel	Employee ID #	Hours	Start Time	End Time	Schedule Type	Actions
Captain	Yes	Core assignment	--	4	5:00 PM	9:00 PM	Trade On	edit
Engineer	Yes	Core assignment	--	4	5:00 PM	9:00 PM	Trade On	edit
Firefighter	Yes	Core assignment	--	4	5:00 PM	9:00 PM	Trade On	edit
Firefighter	No	Core assignment	--	4	5:00 PM	9:00 PM	Trade On	edit

**Open Shifts for:**

Today: 2  
This Week: 3  
This Month: 11

[View Open Shifts](#)

Figure 6. The Daily Roster within Slate.

## *Manage Roster and Daily Roster*

The Manage Roster populates the daily roster and is where full time personnel are assigned to their shifts for the duration of the roster. You can also remove personnel from a shift for long term events such as termination, promotions or leaves of absence. Drag and drop operations make it simple to move around resources and personnel, and built-in logic prevents assignment of ineligible personnel to a vacancy.

The Daily Roster allows you to manage personnel on the short term, including time off and trades. You can also add ad hoc resources for short term use, such as a strike team in emergency response.

## End User Experience

End users can see calendar view of their schedule. If they are in multiple divisions, this will still appear in one place. The view can be changed for monthly, pay period or weekly view. The daily view will show all open shifts and the end user can add availability for a shift. Clicking on an event will allow the end user to do a trade, giveaway, or request time off. With trades, both members of the trade must complete the trade and approve to ensure confirmation. Administrators can set trades for auto approve if desired.

With Aware, a mobile application that is included with Slate, end users can also manage and view their schedules through their mobile phones.

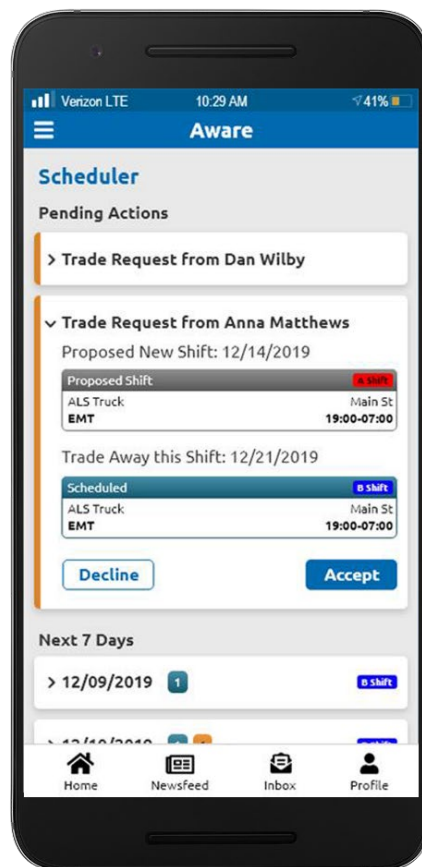


Figure 7. Slate schedule module viewed within Aware.



## ELITE INSPECTIONS FIELD

The Locations, Occupants and Inspections module of Elite Fire enable comprehensive fire inspections at the state, county, municipal and local levels. With Elite Inspections Field, an inspection or re-inspection can be done without an internet connection and then synced with the system later, making it a truly mobile solution that can go anywhere.

### Fire Inspections Key Features

- ✓ Works on iPad, Android and Windows devices
- ✓ Permissions-based access for security and data integrity
- ✓ Available API to send locations, occupants, inspections and preplan data to 3<sup>rd</sup> parties
- ✓ Links to history of fire calls in Elite Fire or Elite Rescue for the same address
- ✓ Switches among related locations, occupants and inspections without exiting the inspection
- ✓ Preplan information including hazmat on site, sprinklers, overview and building info can be added for reference
- ✓ Inspections can be scheduled or ad hoc
- ✓ Violations code lookup by text, description, code number or category
- ✓ Automated violation flags based on triggers
- ✓ Configurable inspection letters can be emailed or printed
- ✓ Track staff hours or start/stop dates and times
- ✓ Photos captured can be saved directly into the inspection record – preventing any image being saved locally on the device or in any related cloud.
- ✓ Connects to optional Permits module via Occupants
- ✓ Forms and letters can be downloaded from The Library, a community-based approach to sharing best practices and tools within Elite

### Data Entry

Fire inspections are based on a tiered model with 3 types of forms:

- ✓ **Locations** – the physical building or real property address
- ✓ **Occupants** – the entity, such as a business, occupying a location. There may be many occupants within a location, such as in a mall or office building
- ✓ **Inspections** – inspections are tied to each occupant

Because the Locations, Occupants and Inspections module is built within Elite, data entry is easily done via a touch-friendly interface or keyboard/mouse input.

**Figure 8.** Touch-friendly input and signature capture on an inspections form.

Using Elite’s powerful form builder, additional forms can be created by the client’s site administrators with easy drag-and-drop operation. Supplemental questions can be added for customized fields that might be unique to an organization. During data entry, real-time validation rules can enforce required fields and appropriate data values. Triggers can automate a part of the inspections process by triggering a violation code when certain values are selected or entered. The powerful form builder also allows for event visibility, which can display additional fields or hide fields dependent on the selection or value made. For example, in a single family residential type inspection, the Knox Box location field can be automatically hidden to simplify documentation.

Contacts can be added or updated on the fly for keyholders, business owners, building owners and more. Existing contacts can be added to a record, such as a multi-property owner or a business that occupies multiple locations.

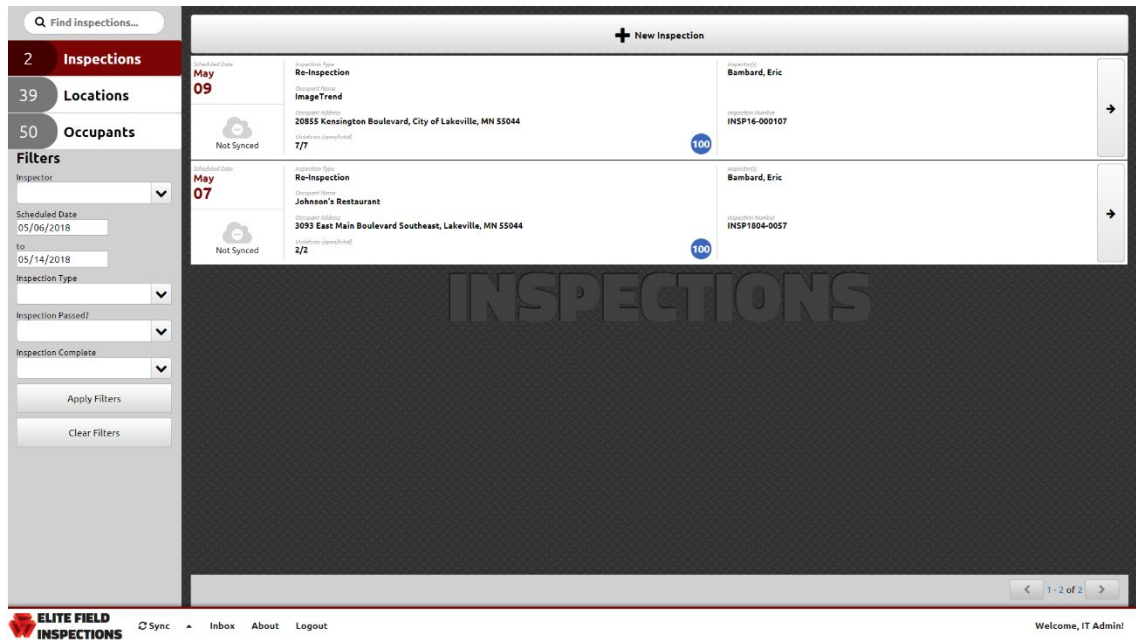


Figure 9. The Inspections dashboard gives quick access to assigned records or new inspections.

## Site Administration

The site administrator will have the ability to manage all forms, fields and permissions. Using the permissions-based model, specific values can be set to read-only. This becomes useful when, for example, a location address needs to be set so a firefighter can see it but not change it. The firefighter would still be able to do other functions such as add maintenance to the record or update contact information for an occupant. Each permission group can be individually configured for the desired level of access to serve a variety of roles and inspection types.

## Preplan

Fire inspections preplan data can include specific information about hazardous materials, sprinklers, materials on site, building information or general information. The sprinkler information can include information such as the sprinkler location, water cutoff, previous testing and more. Hazmat can detail where materials are stored and what class of materials. The overview might include special instructions like how to enter the building, gate codes and electrical shutoff.

## CREW CARE™



In addition to our EMS and fire solutions, ImageTrend understands the industry's need to bring awareness and insights into the realm of provider mental health. Based on our conversations with industry leaders and professionals who are identifying concerns regarding anxiety, burnout, depression, PTSD and even suicide - which are ever present in the emergency response and healthcare provider communities - ImageTrend has created CrewCare, a free mobile app for use by all first responders and healthcare providers as a way to give back to your communities.

The application's users are able to anonymously track their individual information regarding stresses in their life, engagement, mood and other associated activities. The goal of the app is to provide knowledge and insight to individuals, organizations and to the industries overall. CrewCare is able to collect aggregated, non-identifiable data to achieve these goals while maintaining anonymity, contributing to industry-wide research and leading to change. Optionally, CrewCare, coupled with our epidemiologist, can work with your organization to understand the data gathered to empower meaningful change.

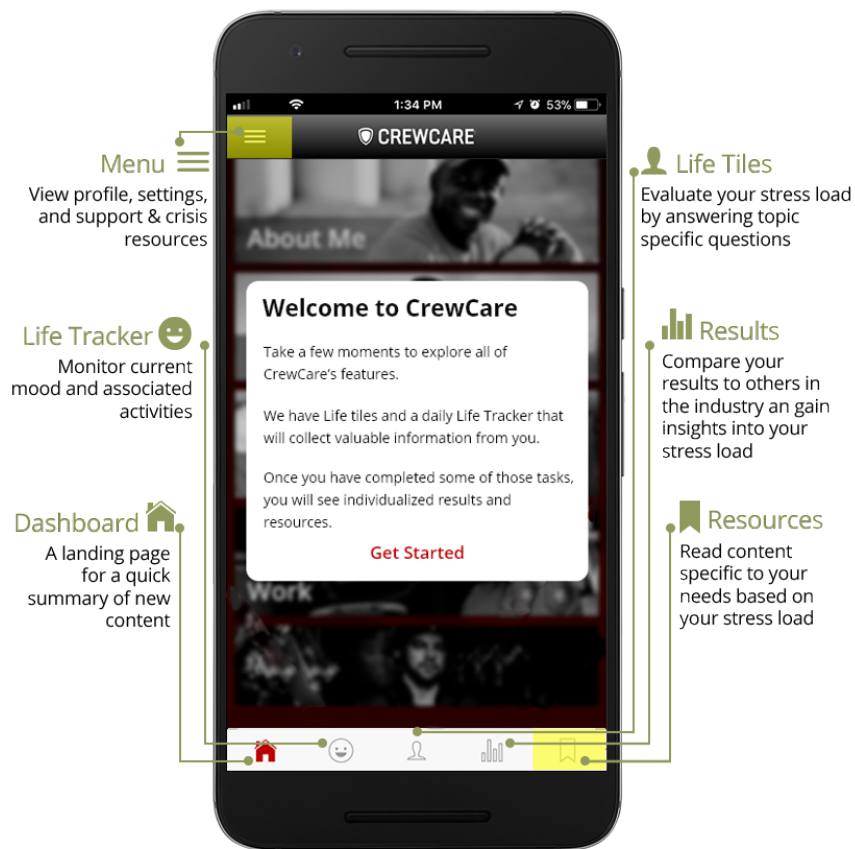
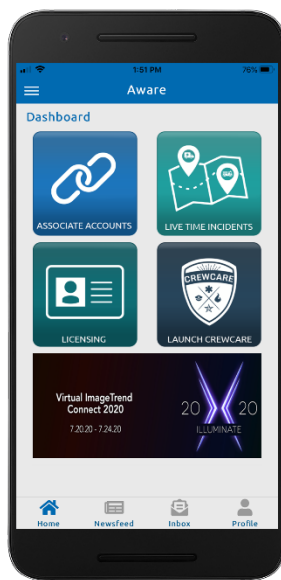


Figure 10. CrewCare app functionality.

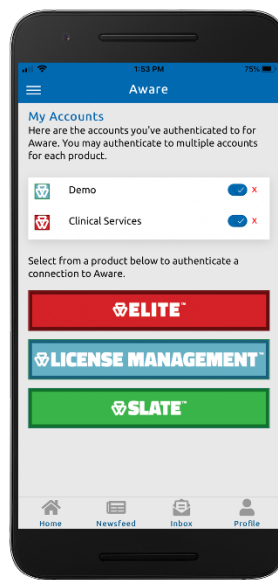
## AWARE™

ImageTrend Aware is a free mobile app designed for all ImageTrend users – not just administrators. It brings together vital information specific to the user from the ImageTrend solution(s) they use, allowing the user to always stay abreast of relevant information. For the first time ever, users can access data from all ImageTrend solutions used at organizations they are associated with in one single mobile application.

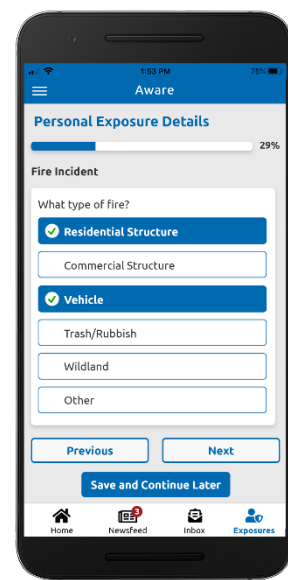
Aware is not a mobile ePCR solution, but a hub to access the information most relevant and important to the user. Aware is available as a free download from the Apple App Store for iOS devices and from Google Play for Android devices. Access is included with all signed ImageTrend solution contracts.



**Figure 11.** Example home screen.



**Figure 12.** Example of associating user accounts.



**Figure 13.** Example of documenting exposures.

### *Documenting Personal Exposures*

Aware gives users the ability to track personal exposures throughout their career, from agency to agency and into retirement, and export exposures regardless of whether or not they use ImageTrend solutions. In the past, documenting personal exposures has been complex, time intensive and not a user-friendly experience. ImageTrend has re-imagined the process to streamline how efficiently this process can be completed.

### ImageTrend Solution Integrations

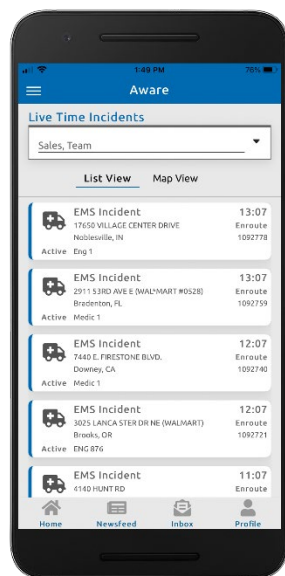
#### *ImageTrend Elite*

Users with active ImageTrend Elite accounts can associate their Elite account with Aware once an administrator has turned on access to Aware within Elite. With this association, users can view all active

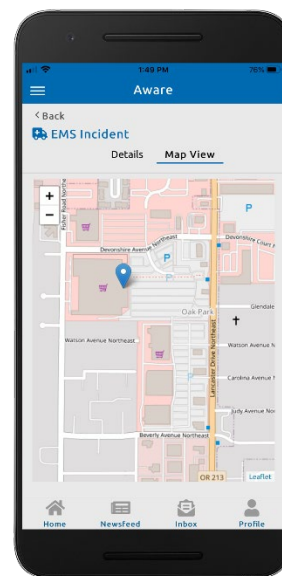
incidents occurring within the communities they serve, including incident details, assigned apparatus or vehicles and their response status, along with turn-by-turn directions to the scene. Users can also receive notifications and manage inbox messages, all within Aware.

## *Live Time Incidents*

Live Time Incidents is a continuously updating list of all the active EMS and fire incidents from providers' agencies for the last 24 hours. Aware pulls incident data from an agency's CAD feed and refreshes every minute for providers to have access to the latest CAD information. Inside each incident are the incident's basic details: time of call, incident number, status, incident location, dispatch reason and responding units and their statuses. A Directions button next to the incident's location uses the phone's native navigation app to display navigation directions to the location.



**Figure 14.** Example live time incident list.



**Figure 15.** Example turn-by-turn directions.

## *Newsfeed*

Newsfeed shows a user's Elite announcements for them to stay-up-to date on agency information. The Newsfeed also includes ImageTrend specific information, such as release notes and upcoming maintenance, webinars, trainings, etc. Notifications display two icons; the first identifies the notification from the solution, the second is the notification's icon, such as a star or briefcase to indicate what is in the message's content.

## Inbox

Inbox displays a read-only version of a user's Inbox messages from Elite. When a user reads a message, a timestamp is added to the sender's message's details, this allows the sender to know a message was read. Like other messages in Elite, new messages display with a bold header and expanded, and if the message is important, the header is red. Inbox in Aware has similar functionality to the Inbox in Elite as messages can be sent to individuals or to an entire permission group. Read messages automatically show as collapsed to make it easy to see the new messages. Unlike Elite, you cannot view all the messages associated to the original sent message. Users can only view the messages sent to them.

## ImageTrend License Management

Aware extends the ability to connect to License Management to show a provider's license information, affiliated services, application statues and the user's profile in the current region, state or LEMSA licensing system. License information includes the provider's current certifications and the last two years of expired certifications. Open or closed certification applications for the last two years is also displayed. Expired certifications display in red to make it easy to see at a glance which certifications are current.

The agencies listed in Licenses are all of the agencies at which the provider currently works according to the state, and the user profile data is what the state has on file. Providers must select their state and sign in with their licensing system's login information. Providers working at agencies in multiple states can switch the state filter to view their licensing and user profile information in another state.

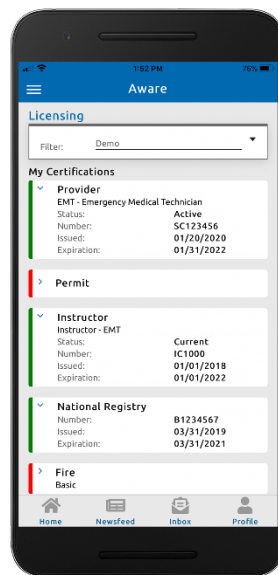


Figure 16. Example licensing information

## ImageTrend Slate

ImageTrend Slate, ImageTrend's new operations management solution, connects with Aware. Slate's first module is an intuitive, user-friendly public safety scheduling solution. With this integration, users will be able to use Aware or Slate to easily view and manage their full schedule from anywhere, including time off, trades and information about working locations.

## ImageTrend Continuum

Integration with ImageTrend Continuum will provide insight into individual score card and stats, along with alerting and notifications. Near real-time, department-defined metrics can be displayed for transparent knowledge sharing.

## *Security and Access*

The Aware app is a secure method for connecting users to the information they need in the field or when away from a computer. Aware does not store data on the app, including sensitive patient data, therefore no information is accessible to potential hackers. On every login, Aware validates the user against their Elite agencies and permissions.

Administrators can turn on the Aware app for the Elite system or an individual agency. Any user can down-load the app, regardless if you turn on Aware, however, users cannot access agency data if the agency does not turn on Aware.

While any user in your agency can use Aware, CAD data is limited to users with permission to view incidents. Any users accessing Aware without permission to view incidents can use the app for its other features, but cannot see Live Time Incident data.



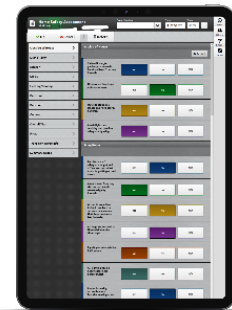
# ELITE COMMUNITY HEALTH

As part of a fully integrated healthcare system, your community paramedicine program will rely on data from various sources to provide a complete picture of the patient's conditions, medications, environmental factors and barriers to care. Elite ePCR data. When you partner with ImageTrend, you will be confident in receiving a solution designed for the needs of your community.

- ✓ Reduce hospital readmissions
- ✓ Manage frequent EMS users
- ✓ Monitor chronic disease
- ✓ Assess alternate destinations
- ✓ Extend primary care access

## Connected Data

In patient-centric care, outcome and progress data can be measured. The financial savings for the patient, care provider and hospital can be realized and measured in multiple ways from reduced 911 calls and transports to hospital readmission rates.

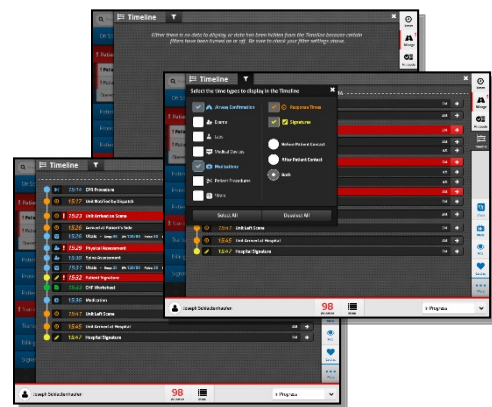


## Outcome Measures

Select what you want to monitor and how often you would like to receive that information. Choose from receiving notifications via text, email and/or view via a dashboard. ImageTrend Continuum access is based on Elite permissions, but allows you to subscribe yourself, as well as other to receive notifications most relevant to their position.

## History and Timeline™

Patient-centric healthcare means conditions are monitored over time and often through multiple visits. The Timeline™ feature generates quick graphs of vitals during a visit or across multiple visits to help visualize the current measurements in context. Previous encounters can also be accessed with a click to the most recent PDF visit summary for fast reference.



## Community Assessment Tools

Analyzing the needs of your community is the first step when determining your approach to Mobile Integrated Healthcare. You have been collecting data for years; now see how it can help you determine top priorities for your programs and who might best be your stakeholders and partners in this venture.

## *KPI Dashboard*

Your key performance measures at a glance. What are your top priorities? At a moment's notice you have the updated information to inform your stakeholders and evaluate how best to improve your program.

## *Enterprise-ready Capabilities*

One of the key reasons Elite can do so much is because of its extended enterprise capabilities.

- ✓ Scalable from smaller agencies with 200 incidents/year to a large statewide system
- ✓ Configurable access and security utilizing permission groups
- ✓ Tiered administration and reporting optimized for your organizational structure
  - Statewide
  - Regional or district
  - Countywide
  - Cooperative
  - Custom groupings of more than one agency or department
- ✓ Users associated with multiple agencies can belong to a different permission group for each
- ✓ System configurable and service configurable setting



## TAB 11- APPENDICES

1. Proposal Signature Sheet – Attachment A
2. Business Classification Form – Attachment B
3. Virginia State Corporation Commission Registration Information – Attachment C
4. Proprietary/Confidential Information – Attachment D
5. Resumes of Proposed Staff
6. Sample Master Software and Services Agreement
7. State of Virginia Business License

**ATTACHMENT A**  
**PROPOSAL SIGNATURE SHEET**

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP") **No. 21-2201-8EMF Fire and EMS Records Management System.**

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
ImageTrend, Inc.
ADDRESS: 20855 Kensington Blvd
Lakeville, MN, 55044
FEDERAL ID NO: 41-1903871
SIGNATURE: 
NAME OF PERSON SIGNING (PRINT): Joseph T. Graw
TITLE: President & COO
TELEPHONE: 952-469-1589
FAX: 952-985-5671
EMAIL ADDRESS: proposals@imagetrend.com
DATE: 9/13/2021



## ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: ImageTrend, Inc.

This form completed by: Signature:  Title: President & COO

Date: 9/13/2021

PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- ☐ SMALL BUSINESS
- ☐ WOMEN-OWNED BUSINESS
- ☐ MINORITY-OWNED BUSINESS
- ☐ SERVICE-DISABLED VETERAN
- ☐ EMPLOYMENT SERVICES ORGANIZATION
- ☒ NON-SWaM (Not Small, Women-owned or Minority-owned)

**SUPPLIER REGISTRATION** – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia's electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? ☒ Yes ☐ No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

\_\_\_\_\_ NUMBER

\_\_\_\_\_ DATE

### DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

**"Small business"** means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

**"Women-owned business"** means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

**"Minority-owned business"** means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

**"Minority individual"** means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.

4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

**"Service disabled veteran business"** means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

**"Service disabled veteran"** means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

**"Employment services organization"** means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

**ATTACHMENT C**  
**Virginia State Corporation Commission (SCC)**  
**Registration Information**

**The Offeror:**

☒ is a corporation or other business entity with the following SCC identification number:  
\_\_\_\_\_ F1789611 \_\_\_\_\_ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐

**ATTACHMENT D**  
**PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION**

NAME OF OFFEROR: ImageTrend, Inc.

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE
N/A	N/A	N/A

# RESUMES OF PROPOSED STAFF



**Laura Schirer, PMP**  
Director of Client Services

## EDUCATION

*Project Management Institute*

PMP® | 2019

*University of Wisconsin, Eau Claire*

Bachelor of Arts in Mass Communications - Advertising | 2003 – 2007

## EMAIL:

[lschirer@imagetrend.com](mailto:lschirer@imagetrend.com)

## PHONE:

(952) 469-1589

## PROFESSIONAL EXPERIENCE

*Director of Client Services / ImageTrend, Inc. / Lakeville MN*

2021 – Present

- Oversee and manage department key performance indicators in conjunction with team managers to gauge internal measurements of success.
- Mentor and develop teams in finding creative solutions to both internal and client facing challenges.
- Work with the Support Manager to define and implement support protocols, best practices, metrics and ensure all contract SLAs are met.
- Work with the Implementation Manager to create plans, direct staff and ensure project deliverables and timetables.
- Serve as a strategic point of contact for key clients to establish and maintain strong relationships.
- Work with product team to support the development of tools, material content and provides feedback to development and system engineers for service-related product improvements.
- Coordinate with production teams to plan and schedule version releases, identify and resolve issues as they arise and opportunities to reduce client requests by making product improvements.
- Manage and guides account advisors to ensure successful customer experience by identifying opportunities and exceptional service.
- Provide support and advisement to sales team through recommendations for product suites, assistance with onsite demos and RFP's as appropriate.
- Partner with Operations & Finance in building and maintaining the P&L.



- Manage product and service billing opportunities.
- Serve as project lead on behalf of Client Services to ensure strong integration across all departments and teams.
- Oversee Client Services employee coaching and performance evaluation guidelines.
- Oversee creation and maintenance of Client Services onboarding plans and resources to be utilized company-wide.

## *Lead Developer / ImageTrend, Inc. / Lakeville MN*

2020 – 2021

- Implemented the SCUM framework with the Agile mindset for the Elite HIH development team, providing a consistent process for predictable and efficient code releases.
- Lead the Technical Manager and a team of five developers, of different levels, providing guidance, structure, and decision making.
- Managed and prioritized the product backlog, releasing sprints with little to no defects.
- Promoted three team members in their careers, and in the process of coaching and developing three other team members to reach their next career goals by regular one-on-one meetings, exploiting their strengths, and evolving their areas of opportunities by setting objectives.
- Oversaw 9+ major Integration initiatives, ensuring continued progress, fielding obstacles to keep the projects moving to achieve deadlines (i.e., AHA GWTG Integration, Kno2, Carequality Treatment Query, LA County, San Diego Health Connect).
- Completed over 9 courses on LinkedIn Learning for self-development and education ranging from software related course to leadership courses.
- Continued ownership of the HireTouch product, actively participating in ongoing implementations (Samford University), client continued education, support, and development sprints.

## *Implementation Coordinator / ImageTrend, Inc. / Lakeville MN*

2012 – 2014

- Executed 8 new applicant tracking system implementations and upgraded 3 current clients ranging from various industries such as higher education, finance, volunteer organizations, and construction.
- Developed and presented via webinar 8 'User Meeting' trainings for existing clients to enhance, teach, and harbor innovative ideas to better their product use and knowledge as a monthly feature to an audience of 30+ users.
- Along with a sales member, attended and presented over 10 product demonstrations both via webinar and on-site.

- Organized and trained over 20 new client classes customizing each training session based on the client and audience, with attendance ranging from 1 - 40 users.
- Problem solved solutions based on complex client needs in working with software developers to create new features or stretch the software's capabilities to find solutions within the system.
- Prepared and presented 2 topics at ImageTrend's first annual HireTouch User Conference with 40+ attendees.
- Resolved 100+ product support issues both from a client and end user reporting stance.

## *Manager of Call Center Operations & Training / HSG / Codeblue*

2009 – 2012

- Operational responsibility for all aspects of 250-seat inbound and outbound call center operations of \$50m national third party administrator handling auto and property claims services.
- Established CSR department in a second location, growing operations FTE staffing by 45%.
- Prepared my team for their part in a SOC 2 (Service Organization Controls) audit with a select team of seven.
- Implemented key performance indicators (KPI's) for all associates to drive superior individual and organizational performance at branch location, such as schedule adherence saving the company \$500k annually.
- Created processes to streamline efficiencies and drive customer service, such as creating low survey score call back process and execution, increasing survey results by 23% in the first month.
- Created new incentive and recognition programs, resulting in improved morale and decreased attrition, such as cash incentives for contractor referrals, peer-to-peer recognition and quarterly bonus for top 25% of highest performers.
- Managed 7-8 Contact Center Supervisors directly, 5-7 Contact Center Floor Coaches both directly and indirectly, and indirectly managed 80-105 associates.
- Hired over 200+ front-line associates, 10 Supervisors, 15 Floor Coaches during my entire 7 year tenure with the company.

## ***Samantha R. Garske***

26794 Meadow Ridge Dr Elko, MN 55020  
Phone: (952) 836-7703 - Email: samantha\_garske@yahoo.com

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### **PROFESSIONAL EXPERIENCE:**

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**Lead Account Advisor***10/2016-Present**ImageTrend – Lakeville, MN*

- Primary point of contact for business critical contacts
- Provide key support services to clients including: project management, contract renewal, support request resolution, software demonstrations, creation and analysis of statistical data reports, propose software configuration changes, etc.
- Responsible for monitoring and reviewing each team member's contribution to ensure customer satisfaction, project delivery and company processes
- Recommends decisions regarding hiring and directly assists in the onboarding of new employees

**Business Solutions Specialist***11/2014-10/2016**Verified Credentials – Lakeville, MN*

- Manage the workflow and communication between departments
- Assist in the setup of new accounts
- Resolve system and vendor issues
- Train new employees and develop current employees.

**Lead Teller***09/2012 – 11/2014**Wells Fargo Bank – Lakeville, MN*

- Coached and supervised fellow employees
- Identified and made sales referrals to introduce customers to new products and services
- Responsible for high volume cash handling and adhered to strict processes and procedures
- In charge of generating the schedule for 10+ employees.

**Café Supervisor***05/2008 – 09/2012**Lifetime Fitness- Life Café - Lakeville, MN*

- Ensured delivery of friendly service, quality products and a clean, safe environment
- Managed inventory supply orders and "Meals to Go" program
- Accountable for opening and closing the Café and other employees on shift

**Manager in Training***06/2005 – 08/2011**McDonalds Corporation*

- Responsible for on-boarding and training new hires
- Effectively managed product inventory
- Supervised and motivated a team of employees on a daily basis

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### **EDUCATION:**

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**Bachelors of Business Administration***August 2017**Metropolitan State University, St. Paul, MN*

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### **PERSONAL PROFILE:**

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- Works well independently or in a team setting
- Detail oriented
- Proficient in Microsoft Office Suite, Skype and SQL Queries
- Consistently promoted and recognized for personal achievements in the work place



## BRENT K. ASHLAND

### EDUCATION LEAD

#### EDUCATION

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**Winona State University | Winona, MN**

Certification (MSE plus 30 credits) – Superintendency | August 2002

**University of Wisconsin – Superior | Superior, WI**

August 1995

**Gustavus Adolphus College | St Peter, MN**

May 1987

#### PROFESSIONAL EXPERIENCE

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**Product Evangelist / Education Lead | ImageTrend | Lakeville, MN**

February 2018 – Present

- Provide high quality project service delivery for unique or high priority projects;
- Establish and maintain great relationships with clients as a trusted advisor, providing informed, reliable and professional advice about our solutions.
- Conduct onsite and virtual training with clients.
- Work with other client service employees (Sales, Support, Education and Account Advisors) to create alignment across all teams providing collaboration and ensuring a positive client experience.

**Client Contact Representative | Federated Insurance | Owatonna, MN**

May 2016 – January 2018

- Serviced incoming calls from policyholders and Marketing Reps on property and casualty product service-related requests.
- Demonstrated exceptional customer service skills in all interactions with policyholders, Marketing Representatives and third parties.
- Researched policy information and advised policyholders and Marketing Representatives on coverages, product options, pricing, billing, and appropriate action needed to fulfill service requests.
- Processed policy changes, proof of insurance, claims, and other policyholder requests.

**Customer Relations Coordinator – Commercial Billing | Charter Communications – Spectrum Business | Rochester, MN**

2005 – 2007

- Handled sensitive customer information properly and in accordance with regulations and guidelines.
- Responded to customer billing inquiries regarding commercial products and services.
- Reviewed ledger and billing information and accurately communicate current, past and future billing information. Adjusted billing errors in compliance with established policy.
- Ensured highest quality customer service by documenting in CIT and CSG specific details of what was communicated on every call.

#### CONTACT

EMAIL:

[bashland@imagetrend.com](mailto:bashland@imagetrend.com)

PHONE:

(952) 469-6434



**Kashif Khan**

Director of Product Management

## EDUCATION

### *South Central Tech – Minnesota*

Major: Computer Science, Minor: Finance | August 2000 – May 2004

## EMAIL:

[kkhan@imagetrend.com](mailto:kkhan@imagetrend.com)

## PHONE:

(952) 469-6302

## PROFESSIONAL EXPERIENCE

### *Director of Product Management / ImageTrend, Inc. / Lakeville, MN*

May 2021 – Present

Primary role and responsibility is to oversee and provide wise counsel to the product managers and business analysts. This position requires coordination with product managers, business analysts, sales, marketing, contracts and development to ensure all stakeholders are in alignment with product strategy, vision and goals to ensure we stay on top of innovation in the market space and customers we serve.

### *Project Manager, Health Information Hub (HIH) / ImageTrend / Lakeville, MN*

2020 – 2021

Primary role and responsibility in this role was to increase interoperability between EMS and Hospitals with the application of Health Information Hub (HIH). Kashif worked on ensuring data was flowing from EMS agencies over into the hospitals, and getting outcome data to flow back from hospitals into the Elite system and over to the EMS agencies.

### *Account Advisor / ImageTrend / Lakeville, MN*

2018 – 2020

Was the direct line of contact for LEMSAs in CA and also MEDSTAR (TX), working with all of them closely to help ensure their software solutions were solving their business needs to ensure customer success.

### *Elite Project Manager / ImageTrend / Lakeville, MN*

2013 – 2018

Primary role and responsibility was to work closely with the Elite Product Manager, and write the feature requirements specification documents for the Elite development team to ensure successful transition from our original legacy EMS and Fire system over to brand new Elite system.

# Master Software and Services Agreement

CONTRACT NUMBER: 00003048.0

BETWEEN

County of Henrico, Virginia

7721 E. Parham Rd.  
P.O. Box 90775

Henrico, Virginia 23294

AND

**IMAGETREND®**

ImageTrend, Inc.

20855 Kensington Blvd.

Lakeville, Minnesota 55044

**THIS AGREEMENT** is made and entered into on the date last written below, by and between the ImageTrend, Inc., a Minnesota corporation (hereinafter "ImageTrend"), and County of Henrico, Virginia (hereinafter "Client"), together "the Parties."

## **RECITALS**

**WHEREAS**, Client desires to have services performed by ImageTrend, or

**WHEREAS**, Client desires to purchase Commercial-Off-The-Shelf Software from ImageTrend, or

**WHEREAS**, Client desires to purchase Custom Software Development from ImageTrend, and

**WHEREAS**, ImageTrend possesses technical skill, knowledge, and capability in consulting and designing custom and off-the-shelf software solutions and performing technical software services and Client desires such services,

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

## **SECTION 1. DEFINITIONS**

**"Agreement"** and **"This Agreement"** means this Master Software and Services Agreement, the Work Orders issued hereunder, all Attachments and Exhibits attached hereto, or any Amendments made in mutually executed hereto.

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

**"Business Week"** means a 5 day period, beginning Monday at 9:00am CST and ending Friday at 5:00pm CST, excluding holidays per below.

**"Confidential information"** means the proprietary products and trade secrets, including, but not limited to, computer software, code, technical parameters, price lists, methods of pricing, customer lists, designs, software documentations, manuals, models and account tables, and any and all information maintained or developed. Information shall be considered Confidential Information if it is identified in writing as confidential or proprietary, or if disclosed verbally or visually in discussion, upon written notice specifying and describing the nature of the orally disclosed Confidential Information at that time, or within fifteen (15) days of such disclosure.

**"Commercial Off The Shelf" or "COTS"** means pre-designed software products which are made available for sale by ImageTrend to many customers. COTS is mutually exclusive to Custom Software or Custom IP. MOTS means Modified Off The Shelf, and is a derivative work of ImageTrend COTS Software.

**"Custom IP" or "Custom Software"** means software products, or other Intellectual Property, which is designed for a specific purpose, for a specific customer or CLIENT.



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

**“Disclosing Party”** means the party disclosing Confidential Information to the other party, see also Receiving Party.

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

**“Fixed Fee”** means a fixed amount of compensation due in return for a fixed Deliverable.

**“Governmental Entity”** shall have the same meaning as “State and local government entities” as defined in the General Services Administration Acquisition Manual (GSAM) at 538.7001, as updated

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

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

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

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

**“Master Services Agreement”** means this document excluding Work Orders issued from this document.

**“Pre-Existing Materials”** means code, documentation, frameworks, development accelerators, tool sets or any other materials owned by ImageTrend and not developed as part of the services performed for



Client. It may include, without limitation, Security Framework, Dashboard, ImageTrend Frameworks, Report Writer and any other tools or Intellectual Property made or used by ImageTrend unrelated to this Agreement.

**“On-Site Hour”** means time an hour worked by ImageTrend personnel on Client premises, or other premises of Client’s choosing that are not ImageTrend’s corporate offices.

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

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

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

**“Receiving Party”** means the party receiving Confidential Information from the Disclosing Party

**“The Agreement”** means collectively this Master Services Agreement, its Exhibits, all Work Orders issued from this Master Services Agreement, and all Exhibits to Work Orders.

**“Third Party Material(s)”** means software or other materials owned by a party other than Client or ImageTrend

**“Time and Materials Basis”** means charges billable to the Client based upon each hour worked, multiplied by the hourly rate for the work, plus the cost of any Materials necessary (including but not limited to, the cost of third party software licenses, travel and accommodation expenses, or otherwise), or Materials beneficial (conditioned upon mutual assent of the parties), billed on a monthly basis in arrears.

**“Work Order”** means the document which outlines a mutually agreed upon set of services, products, or Deliverables and associated costs, payment terms, and acceptance procedures

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

The Term of this Agreement shall be 12 months from the Effective Date of this Agreement (“Initial Term”).

## **SECTION 3. WORK ORDERS**

**CREATION OF WORK ORDERS.** The parties may, from time to time, work together to detail the specific engagement scope, pricing, acceptance criteria, and terms of services to be performed and Deliverables to be delivered by ImageTrend. ImageTrend will set forth these details as a Work Order. If the Work Order is for the purchase of COTS Software, the Work Order shall also outline the quantity and SKU of

each product or service as applicable. Should a Work Order contain no term regarding a topic, the terms of this Master Software and Services Agreement shall hold instead.

**LIMITATIONS OF WORK ORDERS.** Work Orders may include requirements on the Client. Such requirements, when executed as part of a mutual agreed writing, form a material part of this Agreement and of the Work Order where the requirement is presented. Additionally, either party may set forth factual assumptions (“Assumption”) in each Work Order. Notwithstanding anything in this Agreement or the Work Order, a Work Order will be rendered void to the extent that ImageTrend is obligated to perform services which are impossible or impracticable. Further, a Work Order will be rendered voidable to the extent that ImageTrend is obligated to perform services materially different than originally set out in that Work Order due to an inaccurate Assumption. The parties will make commercially reasonable efforts to negotiate an alternative or modified Work Order in light of the inaccurate Assumption.

**MODIFICATION OF WORK ORDERS.** Any modification to the scope or tasks identified within the Work Order that change the work budget by an estimated 10 hours of work or more shall require a new modified written Work Order or written Change Order. ImageTrend shall not work on the new tasks in the modified Work Order until the Client has provided signed written acceptance of the new Work Order. The parties may waive this requirement on a case-by-case basis in writing. Modifications requiring less than an estimated 10 hours of work may be proposed and accepted verbally, with such modifications requiring less than 10 hours of work billed on a Time and Materials basis.

**FEE MODEL.** The Work Order will contain fee and payment terms. The following fee models are contemplated:

Model Name	Definition
<b>Fixed Fee</b>	ImageTrend shall perform the work outlined in the Work Order for a fixed flat fee, plus Expenses. The Fixed Fee is exclusive of Expenses unless the Work Order outlines the Expenses. The Fixed Fee model may include milestone payments, with such milestone payments outlined in the Work Order.
<b>Time and Materials</b>	ImageTrend shall perform the work outlined in the Work Order on a Time and Materials basis, at the rate(s) specified in the Work Order.

**LEGAL EFFECT.** Work Orders issued under this Master Services Agreement are incorporated by reference into this Master Services Agreement which collectively is called “the Agreement.” Work Orders do not override the terms of this Master Services Agreement unless specifically stated that they do so. Work Orders may contain their own Fee/Payment Schedules and Payment Terms; those terms are binding insofar as they concern the services or Deliverables contemplated by the Work Order. For Work Orders without their own fee and payment terms, the payment terms in Price Sheet and Work Order Attachment below control.

**CUSTOMIZED SOFTWARE DEVELOPMENT.** The parties may mutually agree to a Work Order also known as a Statement of Work for the development of new or custom software, also known as “Modified Off The Shelf” or MOTS. All normal requirements of the Work Order shall apply, but additionally the parties must work together to mutually define a Statement of Work which outlines the tasks, and their timelines, to be undertaken as part of the project. Any Customized Software or MOTS Software developed under this Agreement will be Intellectual Property owned by ImageTrend. Should Client

desire ownership of any Intellectual Property developed by ImageTrend, this must be embodied by a separate, mutually executed contract. For clarity, Client shall not and will not own any ImageTrend Intellectual Property under any circumstance under this Agreement. Client may only receive a license thereto as outlined in each Work Order.

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**SECTION 4. PERFORMANCE OF SERVICES**

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**COMMENCEMENT.** ImageTrend shall begin services described in the Work Order subsequent mutual signed execution the Work Order. No services shall begin before mutual signed and written final acceptance of each Work Order.

**USE OF KNOW HOW.** ImageTrend shall use its know-how, Intellectual Property, talent, skills, and employees to perform the services. Client shall conditionally receive a license to any and all pre-existing ImageTrend Intellectual Property and Know-How used in the creation of Deliverables and delivery of services as outlined below in §6 “Licensing and Intellectual Property” and Software Licensing Attachment.

**MATERIALS.** Materials (including, but not limited to, third party software licenses, physical hardware, test devices, or other items and any other Material) that will be used in the development of the Software will be identified by ImageTrend to Client. ImageTrend shall acquire such Materials as the parties mutually agree should be acquired, and it shall be the Client’s responsibility to pay for those materials.

**ACCEPTANCE OF SERVICES AND DELIVERABLES.** ImageTrend shall deliver completed Deliverables and services to Client for acceptance. Each Work Order must detail the acceptance criteria for each Deliverable or service contained within that Work Order. If a Deliverable or services acceptance criteria is measurable objectively, it shall be complete upon satisfaction of that objective measurement without regard to either party’s satisfaction with the Deliverable. If 1) a Deliverable’s acceptance criteria is based on Client’s satisfaction with the Deliverable, or 2) no acceptance criteria is detailed, then the following default clause shall apply:

*After delivery of the Deliverable or performance of the service, Client shall have no more than 15 days to: 1) accept the deliverable or service, or 2) reject the deliverable or service by providing a written rejection that reasonably sets forth the reason for the rejection and the changes required to gain Client’s acceptance, or 3) provide a written request for a 15 additional day extension to review the Deliverable or service; ImageTrend shall not unreasonably withhold approval of such 15 day extension. If Client does not provide an acceptance within the above time frame inclusive of extensions, the Deliverable or service will be deemed accepted. After delivery of the fourth revision of the service or Deliverable, the service or Deliverable shall be deemed accepted by Client.*

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**SECTION 5. FEES, INVOICING, AND PAYMENT TERMS**

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**PROMPT PAYMENT ACTS. IF CLIENT IS A GOVERNMENTAL ENTITY, THE FOLLOWING PARAGRAPH APPLIES:** To the degree any term in this Section 5, or any payment related term in any Work Order,

conflicts with the governing prompt payment act or similar procurement act which unambiguously limits client's ability to agree or comply with any term in this section 5 or in any payment related term in any work order ("The PPA"), the term in the PPA will instead control. For clarity, unless there is an unambiguous conflict between the terms of this Section 5 or in any Work Order, the PPA shall not control and this Agreement shall still control.

**FEES.** Client shall owe to ImageTrend such fees as set forth in each mutually executed Work Order.

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

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

**INVOICING.** Unless otherwise specified in a Work Order, invoices must be paid on Net 30 terms. Any objection to an invoice must be made in writing. Client may request up to an additional 15 days to review Deliverables associated with an invoice, approval to which ImageTrend shall not unreasonably withhold. If Client does not object to an invoice, or request an extension to review Deliverables, within 15 days after receipt of the invoice then the invoice is deemed accepted and any right to object to the invoice is waived. Payment shall be made by check or by ACH transfer to ImageTrend.

**REMEDIES FOR NON-PAYMENT.** Should Client fail to pay per the terms of this Agreement and this Section 5, ImageTrend may 1) suspend services under all Work Orders until such payment is made in full, and/or 2) charge a late fee at the lesser of 1.5% or the maximum allowed by law, and/or 3) invoice Client for the costs of collection including reasonable attorney's fees.

**TRAVEL COSTS.** Should Client desire ImageTrend to send personnel to a location of Client's choosing in the continental United States, Client may pay \$1,750 per ImageTrend trainer per trip and a further \$1,400 per trainer per day spent at Client's chosen location. Travel outside of the continental US will be quoted by ImageTrend upon request. Travel may only be scheduled for a maximum of one business week of Monday through Friday per trip; however Client may book consecutive trips. Non-local travel scheduling which runs from one business week into a subsequent business week(s) (e.g. start date on Friday at 8:00am, end date Wednesday at 5:00pm, "Overlapped Weekend") will result in ImageTrend invoicing Client an additional trip for each Overlapped Weekend. ImageTrend staff will work 8 hours

each day, except on the first and last day of each trip ImageTrend may reserve up to 2 hours of the Business Day for travel time.

**TIME AND MATERIALS RATE.** Unless otherwise specified in a Work Order, ImageTrend's Time and Materials rate is \$175.00 per hour.

**PRICE ESCALATION.** ImageTrend reserves the right to escalate the prices contained herein, and any recurring fee, by no more than 3 % of the then current price for each anniversary of the Effective Date beginning on 5/24/2022. ImageTrend further reserves the right to escalate travel prices once per year upon written notice to Client. Such travel price increases will only affect future travel prices and will not change the price or amount due to ImageTrend for previously rendered travel.

## **SECTION 6. DATA AND INTELLECTUAL PROPERTY**

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

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

**GRANT OF LICENSE TO IMAGETREND'S PRE-EXISTING IP AND OWNERSHIP OF NEW IP.** All Intellectual Property Rights connected to the ImageTrend pre-existing materials such as architectural structure, modules, processes, and Know-How that may be used in Deliverables ("Pre-existing IP"), shall remain owned by ImageTrend. ImageTrend agrees to grant to Client a royalty-free, worldwide, transferable, non-exclusive, use license for these architectural structures, modules, and processes that may be used solely in conjunction with the Deliverables and services performed under Work Orders and in accordance with the license selected below at Software Licensing Attachment, conditioned upon full payment of the Work Order from which the Deliverable containing Pre-Existing IP originates. This license may not be transferred, and Client may not sublicense, use, reproduce, distribute or prepare derivative works of ImageTrend's Pre-Existing IP except to the extent strictly necessary to fulfill the purpose of a



Work Order. New Deliverables utilizing the same Pre-Existing IP may require another license for that new Deliverable, in ImageTrend's discretion. New Custom Intellectual Property authored by the parties in the course of performing a Work Order shall be owned by the party that authored the Intellectual Property and in the case of derivative works, it shall be owned by the party who owns the work from which the derivative is made, or as otherwise set forth in the Work Order. In the case of ImageTrend Software products licensed per Software Licensing Attachment below, or "Modified Off The Shelf Software" as defined above, ImageTrend shall own all Intellectual Property related to or arising out of any Work Order. A Work Order may specify who owns the intellectual property embodied in a Deliverable; however, absent such terms in the Work Order, the terms of this Agreement shall control. Any right not hereby granted is reserved.

## **SECTION 7. CONFIDENTIALITY**

**CONFIDENTIALITY ACKNOWLEDGEMENT.** Each party hereby acknowledges and agrees that the other Party's Data, potential clients or customers, client or customer lists, business plans, pricing structures, software and database designs, and any other information a Party has marked as Confidential, constitute Confidential Information. Each party agrees to treat (and take precautions to ensure that its authorized personnel treat) Confidential Information as confidential in accordance with the confidentiality requirements and conditions set forth below. Orally transmitted information shall not be Confidential Information unless specified as such in a writing transmitted from the Disclosing party to the Receiving party within 15 days of the oral transmission, with such writing providing a reasonable description and scope of the Confidential Information transmitted.

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

**SURVIVAL.** This §7 shall survive the termination of this Agreement or of any license granted under this Agreement.

## **SECTION 8. WARRANTIES**

**NO CONFLICTS OF INTEREST.** ImageTrend does not have any express or implied obligation to a third party which in any way conflicts with any of ImageTrend's obligations under this Agreement.

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

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

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**SECTION 9. LIMITATION OF LIABILITY**

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EACH PARTY SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THAT PARTY IS ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. EACH PARTY'S CUMULATIVE LIABILITY ARISING OUT OF OR IN ANY MANNER RELATED TO THIS SHALL BE LIMITED TO THE AMOUNT OF THE FEES DUE UNDER THIS AGREEMENT.

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**SECTION 10. DISPUTE RESOLUTION**

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**DUTY TO NEGOTIATE IN GOOD FAITH PRIOR TO FORMAL DISPUTES. IF CLIENT IS A GOVERNMENTAL ENTITY, THE FOLLOWING 2 PARAGRAPHS APPLY:**

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this agreement. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place, or by teleconference.

All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

**ARBITRATION. If Client is NOT a Governmental Entity the following paragraph applies:**

Any dispute between ImageTrend and Client under this Agreement shall be resolved by arbitration by an arbitrator selected under the rules of the American Arbitration Association in the State of the defending party and the arbitration shall be conducted in that same location under the rules of said Association. If an arbitrator cannot be agreed upon by the parties, ImageTrend and Client shall each choose an arbitrator, and those two chosen arbitrators shall choose a third arbitrator, that third arbitrator shall preside over any dispute. ImageTrend and Client shall each be entitled to present evidence and argument to the arbitrator. The arbitrator shall have the right only to interpret and apply the provisions

of this Agreement and may not change any of its provisions. The arbitrator shall permit reasonable pre-hearing discovery of facts, to the extent necessary to establish a claim or a defense to a claim, subject to supervision by the arbitrator. The arbitrator shall endeavor to keep costs as low as possible while still allowing for the just and fair disposition of the dispute. The determination of the arbitrator shall be conclusive, final and binding upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The arbitrator shall give written notice to the parties stating his determination, and shall furnish to each party a signed copy of such determination. ImageTrend and Client shall equally share the cost of the arbitrator(s) fees. The arbitrator may award reasonable costs and expenses, including reasonable attorney fees, to the prevailing party.

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**SECTION 11. NON-EXCLUSIVITY**

This Agreement does not establish any exclusivity of service, contract, customer relationship, or otherwise between the parties.

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**SECTION 12. AMENDMENTS**

This Agreement may only be modified by a mutually executed writing including but not limited to Work Orders, signed by a person having authority to sign.

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**SECTION 13. TERMINATION**

Either Party may terminate this Agreement upon giving the other Party thirty days (30) days' prior written notice to the other Party in addition to any other remedy or right contained in this Agreement. This right of termination is additive to other rights of termination identified above in this Agreement and does not preclude the exercise of those other rights.

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**SECTION 14. INDEMNIFICATION**

**IMAGETREND INDEMNITY.** ImageTrend shall defend and indemnify Client from and against third party claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs, and expenses ("Claims"), which arise out of any negligent act or omission, or willful misconduct of ImageTrend. Client shall promptly notify ImageTrend for any actual or prospective Claim for which indemnification is sought. In the event that any third-party Claim is made and Client invokes this clause, ImageTrend shall have the right and option to undertake and control such defense of such action with counsel of ImageTrend's choice with control to settle any such Claim. ImageTrend shall have no obligation to defend or indemnify Client from Claims arising out of Client's negligent or intentional wrongful acts or omissions. Because ImageTrend must provide its own insurers with notice of a claim within 60 days of actual knowledge of a Claim, Client accordingly must provide ImageTrend written notice no more than 60 days after Client has actual knowledge of a Claim else ImageTrend shall have no obligation to indemnify Client.

**CLIENT INDEMNITY. IF CLIENT IS A GOVERNMENTAL ENTITY THE FOLLOWING PARAGRAPH DOES NOT APPLY.** Client shall defend and indemnify ImageTrend from and against third party claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs, and expenses ("Claims"), which arise out of any negligent act or omission, or willful misconduct of Client. ImageTrend shall promptly notify Client for any actual or prospective Claim for which indemnification is sought. In the event that any third-party Claim is made and Client invokes this clause, Client shall have the right and option to undertake and control such defense of such action with counsel of Client's choice with control to settle



any such Claim. Client shall have no obligation to defend or indemnify ImageTrend from Claims arising out of Client's negligent or intentional wrongful acts or omissions. ImageTrend accordingly must provide Client written notice no more than 60 days after ImageTrend has actual knowledge of a Claim else Client shall have no obligation to indemnify Client.

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**SECTION 15. GENERAL TERMS**

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- a. **INSURANCE REQUIREMENTS.** ImageTrend will provide to Client a Certificate of Insurance upon request.
- b. **ELECTRONIC SIGNATURES.** The parties agree to conduct transactions primarily via electronic means. Accordingly, each party accepts electronic signatures and Deliverables as equivalent to physical versions of the same.
- c. **BUSINESS DAYS AND HOLIDAYS.** The parties agree a business day is 8 hours long, and excludes Saturdays, Sundays, and days reasonably considered a holiday by either party per each party's written policies. Unless otherwise specified in a Work Order, ImageTrend shall perform services only during business days, from 9:00am CST to 5:00pm CST.
- d. **COUNTERPARTS.** This Agreement may be executed in counterpart originals, duly signed by both parties, each of which will be deemed an original but all of which, together, will constitute one and the same Agreement. Any terms not present in all counterpart copies are severed and void. Electronic counterparts are equally as valid as original counterparts.
- e. **FORCE MAJEURE.** Neither party will be liable for delays nor for non-performance due to an unforeseeable event, external to this Agreement and the parties, where the occurrence of the event beyond the non-performing or delayed party's reasonable control ("Force Majeure Events.") This clause shall not apply to costs due to ImageTrend to reimburse cancellation, reschedule, or modification of travel arrangements per §5 above. Force Majeure Events may include, but are not limited to: war, terrorism or threats of terrorism, civil disorder, labor strikes, fire, disease, medical epidemics or outbreaks, events which curtail necessary transportation facilities (e.g. airports), or other unforeseeable events where the occurrence of the event is beyond the non-performing or delayed party's control.
- f. **REASONABLE COOPERATION.** Client will reasonably cooperate with ImageTrend to the extent reasonably necessary to enable ImageTrend to perform the Services contemplated in each Work Order. Accordingly, Client will provide access, information or other materials in a fashion timely to the schedule of each Work Order. ImageTrend shall have no liability to Client for delays arising out the actions or non-actions of Client.
- g. **NON ASSIGNABILITY.** A party shall not assign this Agreement or its rights hereunder without the prior written consent of the other party.
- h. **JURISDICTION AND VENUE.** The parties agree that the law governing this Agreement shall be that of the State of Minnesota without regard to its conflict of laws principles. **IF CLIENT IS A**

**GOVERNMENTAL ENTITY** the law governing this Agreement shall be that of the Client's jurisdiction without regard to its conflict of laws principles.

- i. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties, with respect to this subject matter, including, but not limited to the services, goods, products, and Software provided by ImageTrend for Client and the compensation provided by Client for said provision of such services therefore, and supersedes all previous proposals, both oral and written, negotiations, representations, writings and all other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing signed by the parties.
- j. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- k. **WAIVER.** No waiver by either party of any of any provision hereof shall constitute a waiver of any other term of this Agreement nor shall it preclude either party from enforcing its rights.
- l. **NONAPPROPRIATION. IF CLIENT IS A GOVERNMENTAL ENTITY THE FOLLOWING PARAGRAPH APPLIES.** The continuation of this Agreement is contingent upon the appropriation of funds by the legislature or other sources as applicable to fulfill the requirements of the Agreement. If the insufficient monies are appropriated to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the applicable appropriation laws or regulations for any lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement or any Work Order hereto, the Agreement or applicable Work Order(s) shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. ImageTrend shall be entitled to payment for deliverables in progress, to the extent work has been performed pursuant to this Agreement or any Work Order hereto; obligations that have been incurred that extend beyond the date of termination; and reasonable contract close-out costs.
- m. **ATTORNEYS' FEES.** In any action between the parties to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover reasonable expenses, including reasonable attorneys' fees.
- n. **INDEPENDENT CONTRACTORS.** It is the express intention of Client and ImageTrend that ImageTrend and its employees and agents will perform the services hereunder as independent contractors to Client. Nothing in this Agreement shall in any way be construed to constitute ImageTrend or its employees or agents as an agent, employee or representative of Client. Without limiting the generality of the foregoing, ImageTrend is not authorized to bind Client to any liability or obligation or to represent ImageTrend has any such authority. Client and ImageTrend agree that neither ImageTrend employees nor its agents will receive Client - sponsored benefits from Client.

- o. **NOTICES.** Any notice required to be given by either party to the other shall be deemed given if in writing on the date actually delivered (including electronic methods such as e-mail), or if deposited in the United States mail in registered or certified form with return receipt requested, postage prepaid, on the postmarked date and addressed to the notified party at the address set forth below, or to such other address as a party may designate from time to time by means of notice given hereunder to the other party.

**If to Client:**

County of Henrico, Virginia  
Attn: Thomas LaBelle  
7721 E. Parham Rd.  
P.O. Box 90775  
Henrico, Virginia 23294

**If to ImageTrend:**

ImageTrend, Inc.  
Attn: Mike McBrady  
20855 Kensington Boulevard  
Lakeville, MN 55044

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

**Client**

**ImageTrend**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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

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

## SOFTWARE LICENSING TERMS ATTACHMENT

To the degree any Work Order involves licensing ImageTrend Software, the following terms shall apply:

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

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

**“Incident(s)”** means an instance where the Client sends a vehicle or emergency responder to a situation requiring emergency response, as measured by the number of incident reports within ImageTrend Software systems.

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

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

### GRANT OF LICENSE TO SOFTWARE.

Each Work Order for the sale of Software Licenses shall outline which of the below licenses are being granted by the Work Order. The license selection will be evidenced by the title of each SKU in the Work Order, e.g. “Elite EMS SaaS” shall be licensed under the Software as a Service License below. If the license is not apparent by the name of the SKU, then the license shall default to Software as a Service. ImageTrend may discontinue or replace a license in this table by providing Client reasonable written notice of the change. Replacing this table shall not have the effect of revoking previously agreed licenses, rather, ImageTrend’s right to replace this table shall apply to only future Work Orders.

Name of License	Terms of License
<b>Software as a Service License (SaaS) or Integration as a Service (IaaS) (“SaaS”)</b>	ImageTrend hereby grants Client a non-exclusive, non-transferable license to use the ImageTrend Software product(s) listed in the Work Order for such time as listed in said Work Order. During the term of the Work Order, the Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software

	and/or Licensed Information or copies thereof except as provided in this Agreement.
<b>ImageTrend Hosted License ("License")</b>	ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.
<b>Client Hosted License ("On Premise License")</b>	<p>ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the Client hosting facility and subject to the attached Service Level Agreement. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.</p> <p>Initial set up will require direct access to Client servers by ImageTrend personnel. However, after the installation is complete, management of non- ImageTrend software, operating systems, ancillary systems and the responsibility for keeping non- ImageTrend software updated will be the sole responsibility of Client. ImageTrend disclaims any and all liability arising out of out-of-date or otherwise insufficiently maintained non- ImageTrend software or hosting environment. ImageTrend has no duty to maintain the Client's hosted environment's cybersecurity. Client agrees to ensure that ImageTrend will have sufficient server access to fulfill ImageTrend's duties hereunder. Maintenance of Client Hardware, physical environment, storage, processing, patching, operating system maintenance, network device maintenance, Client 3rd party licenses (as outlined below), or any other task which is required to maintain the Client application hosting environment and is not directly arising out of a requirement of or defect to the ImageTrend application(s) are the sole responsibility of Client. It will not be ImageTrend's responsibility to maintain or resolve problems with Client's hosted environment. ImageTrend's sole responsibility shall be to provide application support for ImageTrend developed applications. Tasks which are ultimately discovered to be maintenance of the Client Hosting environment may be charged to Client at ImageTrend's out-of-scope rate of 175.00.</p>

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**PROTECTION OF SOFTWARE AND LICENSED INFORMATION**

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

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

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

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**IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE.**

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In accordance with the terms and conditions hereof, ImageTrend hereby grants the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools, unless an "Elite Data Mart License" is included and detailed in a Work Order. Absent that license, this Agreement does not give the Customer the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other tools or mechanisms. Direct access to ImageTrend Elite Data Marts is only available via the aforementioned separately-priced product and service offering from ImageTrend.

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**INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.**

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**IMPLEMENTATION.** ImageTrend shall provide Client with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services known as "Implementation". During Implementation, Client must make available sufficient time and resources as is necessary to accomplish the milestones and tasks per the party's project plans (as applicable), typically between 4 and 15 hours a week. Depending on Client's objectives, Client may need to allocate more time or resources to achieve Client's desired timelines.

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

**INSTRUCTIONS.** ImageTrend will provide installation instructions and assistance for installation of the Software on the Servers appropriate to the License selection in the Work Order per the table above at (e.g. Client Hosted on premise license) as detailed in Service Level Attachment, below.

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



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

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**SOFTWARE WARRANTIES.**

**PERFORMANCE WARRANTY.** ImageTrend warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than ImageTrend and its agents make any unauthorized modification or change to the Software in any manner outside of the configuration available within the Software's built-in functionality. This warranty does not apply to data extracted from the system.

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

**LIMITATIONS ON WARRANTY.** All of ImageTrend's obligations under this Section shall be contingent on Client's use of the Software in accordance with this Agreement and in accordance with ImageTrend's instructions as provided by ImageTrend in the Licensed Information, and as such instructions may be amended, supplemented, or modified by ImageTrend from time to time. ImageTrend shall have no warranty obligations with respect to usage which does not conform with ImageTrend's instructions as provided by ImageTrend in the Licensed Information. ImageTrend shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field of a Client device. In addition to any other limitation on warranty or liability, Client's sole remedy for breach of warranty related to or arising out of the Software, or a defect with the Software, shall be at Client's option 1) repair of the Software or defect, 2) termination of this Agreement for convenience as outlined elsewhere in this Agreement.

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

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**MAINTENANCE.**

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

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**RETURN OF DATA.**

Upon termination of this Agreement for any reason, Client may request ImageTrend provide to Client a

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

### IMAGETREND ELITE AUTHORIZED USERS AND SCOPE OF USAGE

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

If this Agreement is for the licensing of ImageTrend Elite EMS, the following scope of usage and Authorized User definitions apply.

Organization Type	Organization Definition	Authorized User Definition
Private Agency	Client responds to emergency medical incidents for-profit or not-for-profit and the Client <u>is not</u> a Governmental Entity.	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Public Agency, County, Region, or City for its own employed EMS workers ("Public Agency")	Client responds to emergency medical incidents and transports patients therefrom and <u>is</u> a Governmental Entity	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Hospital or Health Network	Client is a 1) hospital, 2) health network, 3) or other medical institution that provides care which does not involve responding to emergency medical incidents and transporting patients therefrom as a primary service of the organization; and Client is recognized and licensed as such by the Client's governing State	All employees & contractors of Client who respond to emergency medical incidents in their regular scope of employment at or from the named Hospital brick-and-mortar locations. If the specific brick-and-mortar location(s) is not named in a Work Order, then it shall be interpreted as the brick-and-mortar location from which the Client primary contact, Thomas LaBelle or their successor, conducts their job duties most frequently.



State, County, Region, City for its constituents	Client is a Governmental Entity with authority or a official mandate to improve, facilitate, organize, surveil, investigate, report, collect reports of, or otherwise govern public health matters; or another entity acting under a grant or contract of and for equivalent authority	Licensed individuals within Client's legal or governing jurisdiction and geographic boundary, who to respond to emergency medical incidents in the regular scope of their employment, and not individuals whose primary job duty involves law enforcement.
Group Purchase (Multi-Agency)	Client(s) are a plurality of Private Agencies and/or Public Agencies	All employees & contractors of each named organization, who respond to emergency medical incidents
Financing Party (e.g. billing company) on behalf of Agency/City/County third party beneficiary	Client is an entity which does not respond to emergency medical incidents or provide for the care or transportation of patients; rather Client is an entity who procures or pays for a third party beneficiary who is a Private or Public Agency.	All employees & contractors of third party beneficiary Public or Private Agency, who respond to emergency medical incidents in the regular scope of their employment.

**PRICE SHEET AND WORK ORDER ATTACHMENT**

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**SAMPLE**

## SERVICE LEVEL AGREEMENT ATTACHMENT

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

### 1. Customer Support

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

Severity Level	Example	Acknowledgement of Error Notice	Response Goal
<b>High/Site Down</b>	<ul style="list-style-type: none"> <li>- Complete shutdown or partial shutdown of one or more Software functions</li> <li>- Access to one or more Software functions not available</li> <li>- Major subset of Software application impacted that is necessary for usage of the software</li> </ul>	Within one (1) hour of initial notification during business hours or via <a href="mailto:support.imagetrend.com">support.imagetrend.com</a>	Six (6) hours
<b>Medium</b>	<ul style="list-style-type: none"> <li>- Minor subsystem failure</li> <li>-Data entry or access impaired on a limited basis.</li> </ul>	Within four (4) hours of initial notification	24 Business hours
<b>Low</b>	<ul style="list-style-type: none"> <li>- User error (i.e. training) or forgotten passwords</li> <li>- Issue can or must be delegated to local Client contact as a first level of response for resolution</li> </ul>	Same day or next business day of initial notification	As appropriate depending on nature of issue and party responsible for resolution

### 2. Data Ownership

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

### 3. Data Protection

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

### 4. Suspension of Service

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

## **5. Availability**

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

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

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

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

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

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

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

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

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

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

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

## **6. General**

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

## BUSINESS ASSOCIATE AGREEMENT ATTACHMENT

This Business Associate Agreement (“Agreement”) dated 05/24/2021 (the “Effective Date”), is entered into by and between **County of Henrico, Virginia** located at 7721 E. Parham Rd., P.O. Box 90775, Henrico Virginia 23294 (the “Covered Entity”) and ImageTrend, Inc. a Minnesota corporation (the “Business Associate”).

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

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

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

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

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

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

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

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

1. **Business Associate Obligations.** Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable

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

2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity’s benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein.
  
3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of “minimum necessary use and disclosure,” i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, “Recipients”), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within three (3) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate’s obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing or as directed by or as a result of a request by Covered Entity to disclose to Recipients, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.
  
4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to,



and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity, an individual who is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) days of such request and shall make any amendment requested by Covered Entity within ten (10) days of such request. Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.
6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.
7. **Records and Audit.** Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees



to notify Covered Entity immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.

8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act. Furthermore, **to the extent feasible, Business Associate will use commercially reasonable efforts to** ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI. Business Associate acknowledges and agrees that the HIPAA Omnibus Rule finalized January 25, 2013 at 78 Fed. Reg. 5566 requires Business Associate to comply with new and modified obligations imposed by that rule under 45 C.F.R. §164.306, 45 C.F.R. § 164.308, 45 C.F.R. § 163.310, 45 C.F.R. § 164.312, 45 C.F.R. § 164.316, 45 C.F.R. § 164.502, 45 C.F.R. § 164.504. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known. Business Associate and Covered Entity shall take reasonable measures to ensure the availability of all affirmative defenses under the HITECH Act, HIPAA, and other state and federal laws and regulations governing PHI and EPHI.

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

- A. **HIPAA Data Breach Notification and Mitigation.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section 9.1, governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be

considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.

- B. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as “Individually Identifiable Information”) that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iii) comply with Covered Entity’s determinations regarding Covered Entity’s and Business Associate’s obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.
- C. Breach Indemnification. Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages,

costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate. If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.

- A. **If Client is a Governmental Entity the following clause does not apply:** Covered Entity shall indemnify, defend and hold Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.
- B. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

#### **10. Term and Termination.**

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

thirty (30) days written notice to Business Associate.

- C. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate if any of the following events shall have occurred and be continuing:
    - A. Business Associate fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Business Associate by Covered Entity; or
    - B. A violation by the Business Associate of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Business Associate under this Agreement.
  - D. Termination of this Agreement for either of the two reasons set forth in Section 10.c above shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.
  - E. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.
  - F. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to “return or destroy,” Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.
11. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN “AS IS” BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
12. **Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) (“the Federal Healthcare Programs”); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.

**13. Miscellaneous.**

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

If to Covered Entity:

ATTN: Compliance Department  
7721 E. Parham Rd.  
P.O. Box 90775  
Henrico, Virginia 23294

If to Business Associate:

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

14. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
15. **Assignment.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
16. **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
17. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation,



court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

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

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

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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

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

SAMPLE

## DATA EXCHANGE AUTHORIZATION

Between ImageTrend, Inc. ("ImageTrend"), a Minnesota Corporation located at 20855 Kensington Blvd., and County of Henrico, Virginia ("the Data Controller" and "Client") residing at 7721 E. Parham Rd. P.O. Box 90775 Henrico, Virginia 23294 for transmitting ePHI data as identified below

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

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

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

Description	Quote Description	Data Source	Data Destination
<b>Premium Plus Direct Messaging - EMS Agency</b>	Retrieval of outcome data from hospitals through Direct Messaging or Carequality operations query (where available). Currently not available for use with CH. This offering transmits data based on the initial triggering status and the final triggering status. Includes all functionality in the Standard and Premium subscriptions.	ImageTrend at Lakeville, MN55044	Kno2

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

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

**The Parties hereby agree to this Data Exchange Authorization:**

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



**Client**

**ImageTrend**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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

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

SAMPLE

# Commonwealth of Virginia



## State Corporation Commission

### CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

That IMAGETREND, INC., a corporation incorporated under the laws of Minnesota, is authorized to transact business in the Commonwealth of Virginia

That the corporation obtained a certificate of authority to transact business in Virginia from the Commission on May 5, 2009; and

That the corporation is in good standing in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

September 9, 2021

A handwritten signature in cursive script, reading "Bernard J. Logan".

Bernard J. Logan, Clerk of the Commission

## Offeror \_\_\_\_\_

One-time Costs		Notes: List what is included in the line item price (i.e.# of hours, participants, # of days on site, web-based training etc.									
	Cost										
Software Licensing Costs (if applicable)	\$0.00										
Interface/integration Cost	\$0.00	County already paid for setup of its existing solutions.									
Implementation	\$0.00	County already paid for implementation of its existing solutions.									
Training Costs	\$0.00	County already paid for training of its existing solutions									
Other one-time costs(provide details in Notes tab)	\$0.00										
<b>TOTAL One-time costs</b>	<b>\$0.00</b>										
Recurring Subscription/Maintenance Costs		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7			
Software Services cost - updates, maintenance, hosting and support	\$139,543.77	\$143,730.08	\$148,041.99	\$152,483.25	\$157,057.74	\$161,769.47	\$166,622.56		Note: This pricing includes the County's current pricing for Elite, CAD Integration, Premium Plus Direct Messaging, Data Mart, Continuum, EMS Content Package, Base Continuum, Geocoding, EMS Performance Insights and Account Advisement Services Level 1		
Custom Modification Maintenance (if applicable)											
Total	\$139,543.77	\$143,730.08	\$148,041.99	\$152,483.25	\$157,057.74	\$161,769.47	\$166,622.56				
<b>TOTAL Recurring Subscription/Maintenance Cost for 7 years</b>	<b>\$1,069,248.86</b>										
<b>Total Seven Year Investment</b>	<b>\$1,069,248.86</b>										
Optional Services Cost for Inspection & Occupancy:	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7				
Software Licensing Costs (if applicable)	\$30,187.50	\$31,093.13	\$32,025.92	\$32,986.70	\$33,976.30	\$34,995.59	\$36,045.45		Note: This pricing is for Mobile Fire Inspections - SaaS (\$15,187.50 for Year 1) & Permits (\$15,000.00 for Year 1)		
Interface/integration Cost											
Implementation											
Training Costs											
Other one-time costs											
Total	\$30,187.50	\$31,093.13	\$32,025.92	\$32,986.70	\$33,976.30	\$34,995.59	\$36,045.45				
<b>Total Seven Year Cost for Inspection &amp; Occupancy</b>	\$231,310.58										
Optional Services Cost for Pre Planning:											
Software Licensing Costs (if applicable)											
Interface/integration Cost											
Implementation											
Training Costs											
Other one-time cost											
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
<b>Total Seven Year Cost for Pre Planning</b>	\$0.00										
Other one-time costs(provide details in Notes tab)											
Other Costs (if applicable: Please specify the nature of these costst)	Cost	Notes:									
Description:											
Slate	\$9,720.00	This is an annual fee. See Tab 5 "Data Reporting & Compliance" under Requirement (d) of our proposal response.									
Slate Text/SMS	\$1,500.00	This is an annual fee. See Tab 5 "Data Reporting & Compliance" under Requirement (d) of our proposal response.									
Target Solution Distribution	\$ 3,500.00	This is an annual fee for an integration between your existitng Elite system and Target Soltuions. See Tab 5 "Data Reporting & Compliance" under Requirement (f) of our proposal response.									
Community Health Add-On	\$ 4,500.00	This is an annual fee. See Tab 5 "Data Reporting & Compliance" under Requirement (d) of our proposal response.									
Community Health Add-On Setup	\$ 1,500.00	This is a one-time fee for the setup of Community Health Add-On.									
Onsite Training Session -- 8 Hours	\$ 1,400.00	This is a one-time fee and the cost presented is for one session.									
Travel	\$ 1,750.00	This is a one-time fee and the cost presented is for one trip.									