

EXHIBIT 9: LOCAL BUSINESS PREFERENCE PROGAM

This form is not being submitted as ImageTrend does not participate in this program.



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Certification CEC Form 50

*This form must be submitted to the awarding authority with your bid
or proposal for the contract noted below. Please write legibly.*

☒ Original filing ☐ Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number:

RFP. No. 2019-38-003

Awarding Authority (Department):

City of Los Angeles Fire Department

Name of Bidder:

ImageTrend, Inc.

Phone:

952-469-1589

Address:

20855 Kensington Blvd, Lakeville, MN 55044

Email:

proposals@imagetrend.com

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
1. The performance of work or service to the City or the public;
 2. The provision of goods, equipment, materials, or supplies;
 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: 8/14/2019

Signature: _____

Name: Michael J. McBrady

Title: President/CEO



Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 978-1960
ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.

☒ Original filing ☐ Amended filing (original signed on _____; last amendment signed on _____)

Reference Number (bid or contract number, if applicable):

RFP No. 2019-38-003

Date Bid Submitted:

8/14/2019

Description of Contract (title of RFP and services to be provided):

RFP No. 2019-38-003 Electronic Patient Care Reporting System for the Los Angeles Fire Department

City Department Awarding the Contract:

City of Los Angeles Fire Department

BIDDER INFORMATION

Name: ImageTrend, Inc.

Address: 20855 Kensington Blvd Lakeville, MN 55044

Email: proposals@imagetrend.com

Phone: 952-469-1589

SCHEDULE SUMMARY

Please complete all three of the following:

1. SCHEDULE A — Bidder's Principals (check one)

- ☐ The bidder is the individual listed above and has no other principals (Schedule A is not required).
- ☒ The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.

2. SCHEDULE B — Subcontractors and Their Principals (check one)

- ☒ The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).
- ☐ The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.

3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): 2

BIDDER'S CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.

Date: 8/14/2019

Signature: _____

Name: _____

Title: _____

Michael J. McBrady

President/CEO



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Prohibited Contributors (Bidders) Form 55

SCHEDULE A — BIDDER'S PRINCIPALS

Please identify the names and titles of all of the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

☐ Check this box if additional Schedule A pages are attached.

Name: Michael J. McBrady Title: President/CEO

Address: 20855 Kensington Blvd, Lakeville, MN 55044

Name: Joseph T. Graw Title: President/CEO

Address: 20855 Kensington Blvd, Lakeville, MN 55044

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.


The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing ONE of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed) ImageTrend, Inc.		BTRC (or n/a) (n/a)
By (Authorized Signature) 		
Print Name and Title of Person Signing Michael J. McBrady President/CEO		
Date Executed 8/14/2019	City Approval (Signature)	(Print Name)

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)		BTRC (or n/a)
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)

ATTACHMENT D

QUOTE

Prepared For

Scott Porter, CIO
 LA City Fire
 200 North Main Street 16th Floor
 Los Angeles, California 90012
 (213) 435-0021
 Scott.Porter@lacity.org

Bill To

Same

Salesperson		Quote Number		Date	
Joe Robinson, Account Executive, (414) 614-3884 jrobinson@imagetrend.com		201218v13		18-Dec-20	
Description		Qty	Frequency	Unit Price	Total
One-Time Fees					
Elite™ Rescue Setup		1	One Time	\$105,400.00	\$105,400.00
Onsite Implementation Services:		1	One Time	\$102,000.00	\$102,000.00
Data Mart™ EMS License Ongoing Automated Delivery		1	One Time	\$50,000.00	\$50,000.00
Data Mart™ NFIRS License Ongoing Automated Delivery Additional Data		1	One Time	\$25,000.00	\$25,000.00
Service Level 1 Included:					
~ Deployment Planning			One Time	Included	
~ Admin Configuration Training			One Time	Included	
~ Integration Planning			One Time	Included	
~ Operational Training			One Time	Included	
~ Training Support			One Time	Included	
~ Performance Tuning			One Time	Included	
~ Go-Live Support			One Time	Included	
~ After Deployment Monthly			One Time	Included	
~ After Go-Live Quarterly Services			One Time	Included	
~ Travel Included 11 individual Trips					
~ Webinar Training 2hr Session		12	One Time	Included	
Integrations One-time					
LAFD Human Capital Management (HCM) Integration API (SOW Completed October 28, 2020)		1	One Time	\$34,650.00	\$34,650.00
LACity Active Directory Integration		1	One Time	\$0.00	\$0.00
Recurring Fees					
Elite™ Rescue - SaaS *Includes Elite™ Field EMS and NFIRS		1	Recurring	\$680,000.00	\$680,000.00
CARES Distribution		1	Recurring	\$25,000.00	\$25,000.00
Hospital Hub		1	Recurring	\$45,000.00	\$45,000.00
CAD Distribution EMS & Fire		1	Recurring	\$15,000.00	\$15,000.00
CAD Vendor: LA City FD CAD Solution					
Auto Export to NEMSIS v3 Web Service		1	Recurring	\$9,500.00	\$9,500.00
Certified Hosting		1	Recurring	\$42,000.00	\$42,000.00
Account Advisement Services Level 3		1	Recurring	\$87,500.00	\$87,500.00
Data Mart™ License Ongoing Automated Delivery Support ePCR		1	Recurring	\$12,500.00	\$12,500.00
Data Mart™ License Ongoing Automated Delivery Additional Source NFIRS		1	Recurring	\$6,250.00	\$6,250.00
Connect Conference Registration (per Attendee)		8	Recurring	\$614.63	\$4,917.04
Continuum®		1	Recurring	\$35,000.00	\$35,000.00
- Continuum® EMS Content Package		1	Recurring	\$25,200.00	\$25,200.00
- Continuum® Fire Content Package		1	Recurring	\$25,200.00	\$25,200.00
- Continuum Domain: CA Core Measures - 2018		1	Recurring	\$18,000.00	\$18,000.00
- Continuum Domain: Performance Insights		1	Recurring	\$30,000.00	\$30,000.00
- Continuum Domain: Fire Times				Included	
Integrations Annual					
LAFD Human Capital Management (HCM) Integration API (SOW Completed October 28, 2020)		1	Recurring	\$7,000.00	\$7,000.00
LACity Active Directory Integration		1	Recurring	\$25,000.00	\$25,000.00
				TOTAL Year 1	\$1,410,117.04
				TOTAL Year 2	\$1,125,859.05
				TOTAL Year 3	
					\$1,159,634.82
				TOTAL Year 4	
					\$ 1,194,423.87
				TOTAL Year 5	
					\$ 1,230,256.58

Prepared By: Joe Robinson (414) 614-3884

Terms of Agreement: The above mentioned items will be invoiced upon custom contract terms.

- The recurring monthly fees will be invoiced in arrears.
- Project completion occurs upon receipt of the product.
- ImageTrend's license, annual support and hosting are based on 350,000 annual incidents as provided by Client.

*IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for year two. These price increases will occur once a year and may not exceed 3% of the price then currently in effect.

- This proposal is valid for 180 days.

IMAGETREND will invoice sales tax to non-exempt CLIENTS where applicable

DISCLAIMER: This quote creates no legal obligations. This letter is intended to confirm the parties' current understanding of the terms, but it is not intended to create any legal obligations with respect to any of the terms. Neither party should rely on this quote and no legal or equitable remedy will arise from any such reliance. Instead, the parties must reach a final agreement. A final agreement will be a condition precedent to any binding obligations. A fully executed Contract Agreement will be required to be completed before an order is processed.

ATTACHMENT E

CITY TRAVEL POLICY

1.8 TRAVEL

1.8.1 Overview and General Guidelines

City employees and elected officials may be required to travel on official City business in the performance of their duties and responsibilities. The City Travel Policy provides guidelines in conformity with the Los Angeles Administrative Code (LAAC) Division 4, Chapter 5, Article 4 and the Internal Revenue Service (IRS) “Accountable Plan” criteria for allowable travel expenses.

The City Travel Policy provides guidelines for City employees traveling on official City business. Individual departments may, at their discretion, develop their own travel policies and impose greater restrictions and/or controls beyond what is required by the City Travel Policy. Departments should provide the Controller’s Office with a copy of their internal travel policies. Departments and travelers should be mindful that documents related to City travel expenditures are public records and may be subject to disclosure under the California Public Records Act.

General guidelines:

- City employees or elected officials will only incur expenses that a reasonable and prudent person would incur if traveling on personal business.
- Before a City employee or elected official incurs travel expenses, due consideration must be given to such factors as suitability, convenience, and the nature of the business involved. Travelers should book their travel arrangements sufficiently in advance to minimize the cost of travel.
- Per LAAC 4.242.2(f), travel expenses are those incurred outside the geographic boundaries of Los Angeles County for official City business. In line with best practices of other governmental entities, the City follows the “50-mile” rule and will reimburse travel expenses if the travel destination is farther than 50 miles from both the individual’s primary residence and headquarters.
- Travelers should use the most economical method of transportation. Departments should consider the cost of time employees will be away from headquarters before approving a method of transportation.
- Deviations from the City Travel Policy are generally not reimbursable. Per LAAC 4.242.3(j), travelers should be prepared to absorb the cost of unapproved expenses as a personal expenditure.

The City Travel Policy also applies to non-City employees whose travel expenses are paid by the City, such as individuals from non-profit organizations or other jurisdictions

requested by the City to sit on interview or selection panels. For travel by City contractors, the City Travel Policy only applies in the absence of specific provisions in the contract regarding travel.

1.8.2 Terms and Definitions

Authorized Approvers: Generally, the Department Head, or other approvers designated by the Department Head, with the responsibility of reviewing and approving travel authorities and expenditures and ensuring compliance with the City Travel Policy.

Headquarters: This is where employees spend the largest part of their regular working time, or where the employee returns upon completion of a special assignment, or a specifically assigned geographic area regularly traveled.

Official City Business: Activities of an employee or elected official that demonstrates:

- A valid City interest to be served or gained thereby; or
- Relevance to the City operations or the individual's role in such operations; or
- The promotion or development of City programs, methods, or administration; or,
- Compliance with instructions or authorization from the Mayor or the Council.

Per Diem Expenses: Lodging, meals, and incidental expenses while traveling on official City business.

Primary Residence: This is the dwelling where the employee lives, which bears the most logical relationship to the employee's headquarters, regardless of other legal or mailing addresses. If an employee maintains more than one dwelling, the Department will designate the employee's primary/permanent residence.

Other Travel Expenses: These are costs, other than per diem and transportation that are necessary for the conduct of official City business. Examples include registration, seminar, or meeting fees, telephone calls, parking fees, and supplies.

Transportation Expenses: Costs to transport the employee for official City business.

Travel: Official City business that requires the traveler to be away from the general area of the individual's primary residence substantially longer than an ordinary day's work, and which requires the traveler to sleep or rest to meet the demands of work while away from the individual's primary residence.

Travel Days: Days spent en route between the primary residence/headquarter and a destination city (i.e., the first and last day of a trip).

Travel Expenses: Per diem, transportation, and other travel expenses incurred while traveling on official City business.

1.8.3 Controller Responsibilities

In accordance with Charter Section 262, the Controller has delegated the pre-review and approval of travel authorities and expenditures to Council-controlled Departments. The Controller will conduct periodic reviews of Departmental compliance with the City Travel Policy, as well as post-review of travel transactions. The Controller may suspend delegated travel approval authority until review findings are corrected.

The proprietary departments, the Los Angeles Fire and Police Pension (LAFPP), and the Los Angeles City Employees Retirement System (LACERS) are governed by their respective boards. The Controller review will be in accordance with the respective board-adopted travel policies.

1.8.4 Department Responsibilities

Departments are responsible for establishing a system of internal controls to ensure that its travel expenses are reasonable, economical, justified, a prudent use of public funds, and in compliance with the City Travel Policy. Department Heads may designate other Authorized Approvers for travel. For the purpose of this policy, Department Head generally means the general manager, board, body, or elected or appointed officer having control and management of the department.

Department Heads shall designate a Department Travel Coordinator who will:

- Serve as the primary contact for travel coordination and processing;
- Ensure travelers have read and understood the City Travel Policy;
- Review travel authority and expense documents for compliance with City policies;
- Identify exceptions to the City Travel Policy and obtain Department Head approval of written justification and supporting documentation for the exceptions;
- Ensure that unallowable and/or unapproved expenses are not paid;
- Track credits from canceled airline reservations;

- Monitor travel advances, and ensure that outstanding advances are collected and adjusted in a timely manner; and,
- Respond to Controller travel-related questions

1.8.5 Documenting and Approving Travel Plans (Travel Authorities)

A completed travel authority documenting the travel plan and estimated costs must be approved by the Department Head ten (10) business days prior to the commencement of travel. Supporting documentation as to the necessity and importance of the travel must be included with the travel authority. Travel arrangements should not be made until the travel authority has been approved.

Travel blanket authorities may be established when Departments have large groups of employees that travel throughout the year to perform functions or attend activities for the same purpose. Departments must include written justification explaining the recurring and same purpose nature of the requested trips. Departments may encumber the total estimated dollar amount needed to cover these trips for the entire fiscal year.

1.8.6 Other Required Approvals and Notifications

A. Travel for Department Heads and Commissioners

Department Heads and Commissioners must not review and approve travel authorities and travel expenses related to their own travel. Per the Mayor's 2014 Executive Directive No. 4 (2014 ED-4), travel authority documents for all Department Heads and Commissioners, including proprietary departments, must be approved by the Mayor's Office. Personal expense statements (PES) of Department Heads and Commissioners that have exceptions to the City Travel Policy also require approval by the Mayor's Office. The Department Heads and Commissioners for LAFPP and LACERS are exempt from these Executive Directive's requirements. Travel authorities and PES documents for Department Heads and Commissioners that do not require approval from the Mayor's Office must be reviewed and approved by an Authorized Approver other than the Department Head or Commissioners that are traveling.

B. Travel to Sacramento or Washington D.C.

Per LAAC 4.242.9, all non-elected City officials and all other City employees must notify the Mayor, the Chair of the Committee that oversees the Intergovernmental Relations function, and the Chief Legislative Analyst *prior to traveling on official City business* to Sacramento or Washington, D.C. Employees of the City Council or Office of the Mayor are exempt from this requirement.

C. Travel Related to Advocacy and Intergovernmental Relations

Per 2014 ED-4, travel to Sacramento and Washington, D.C. by City employees and non-elected officials for the purposes of advocacy on behalf of the City requires approval from the Mayor's Office. Mayoral approval is also required for any travel by any City employee outside of the State of California for the purpose of conducting official City business with any other government entity, commission, agency or department. Elected officials and their staff are exempt from this requirement.

D. Foreign Travel involving more than one City Commissioner

Per LAAC 4.242.9, advance Council approval must be obtained for foreign travel (except to Canada or Mexico) involving more than one City commissioner. A request for such foreign travel must be filed with the City Clerk for placement on the next available Council agenda.

1.8.7 Transportation Expenses

A. Transportation Selection Criteria

Travelers are expected to select the least costly method of transportation after considering total travel expenses and employee time away from headquarters. Travelers may use a more costly form of transportation, but will be reimbursed at the less costly rate. In such cases, the Traveler should prepare and document a cost-comparison to determine the less costly rate. Travelers should consider and document their justification for choice of transportation based on the following criteria:

1. The cost of personnel hours lost in travel.
 2. Total travel costs (airline, rental vehicle, ground transportation, private or department vehicle, etc.).
 3. Added per diem costs
-

B. Airline Travel

Airline travel expenses are reimbursable at the lowest regular fare available (coach or economy class) for regularly scheduled airlines for the date and time selected.

Travelers should do the following to avoid paying higher airfares:

- Use the City's authorized business travel service provider to make airline travel arrangements. If booking a flight using a personal credit card, the traveler must provide sufficient proof that selected airfare is at least equal to or lower than airfare available from City's authorized business travel service.
- Make airline reservations in advance to minimize the cost of travel
- Purchase non-refundable tickets, unless the risk of changes in travel plans outweigh the benefit of booking a non-refundable ticket
- Select an arrival/departure airport that is closest to the destination, unless flights are not available or airfare is more expensive than the additional ground transportation costs to reach the destination

Departments shall not reimburse its travelers for using of frequent flier points or other promotional benefits for official City business. Frequent flier points or any other promotional benefits earned by the traveler from official City business travel are the property of the employee. Although travelers may use frequent traveler benefits earned on official or personal travel for a subsequent City travel, the City will only reimburse for actual out-of-pocket expenses incurred.

C. Alternate Mode of Transportation (other than airline travel)

Departments should consider using a City car before using a private automobile or automobile rental. In addition, the use of a private automobile for travel is discouraged unless the Department can demonstrate a business need and has compared it to other alternatives such as a City car. The use of modes of transportation other than airline travel must be approved by Department Heads in advance and the allowable cost shall be the actual cost of the alternate mode of transportation (including incidental costs such as parking fees) or the cost allowable under a regularly scheduled airline, whichever is less. Parking tickets, traffic violations or other penalties for infractions of any law that occur during travel are not reimbursable.

When choosing to drive to a non-adjacent county, Departments should prepare a cost comparison between air travel and driving. A cost comparison is not necessary when the destination is in an adjacent county to Los Angeles since air travel is generally not

the most economical or convenient. Adjacent counties include Orange, Riverside, San Diego, San Bernardino, Ventura, Kern, Santa Barbara, and San Luis Obispo.

Travelers should comply with the following guidelines for the chosen alternate mode of transportation:

1) Private automobile

- a) Travelers operating the vehicle must have a valid driver's license and comply with LAAC section 4.232 insurance requirements.
- b) Documentation of miles traveled, such as a map print-out with the number of miles is required.
- c) Reimbursement for private automobile use shall be in accordance with the mileage provisions under the LAAC Division 4, Chapter 5, Article 2.
- d) Reimbursement for use of a personal automobile will be payable to only one employee when traveling together with other employees on the same trip and in the same vehicle.
- e) Reimbursement is not allowable if the traveler already receives a car allowance or any type of vehicle subsidy from the City on a regular basis through payroll.
- f) Travel mileage should be claimed on the PES and not on the mileage reimbursement form.

2) Automobile rental

- a) Travelers should select a mid-size or smaller rental car
- b) Domestic rental car insurance is not reimbursable. Expenses arising from auto accidents will be reimbursed by the City through the self-insurance program. Travelers should consult with the City Administrative Officer (CAO) Risk Management Section for additional guidance.
- c) For foreign travel, travelers should purchase that country's liability insurance from a reliable source.
- d) Receipts are required for reimbursement of rental car, gasoline, parking, and toll expenses. If receipts for toll and/or parking meter expenses are not available, provide printouts from official websites, credit card receipts, or other appropriate documentation.
- e) Travelers must fill the gas tank before returning a rental vehicle to avoid fuel surcharges.
- f) Add-ons (e.g., GPS device) or other rental fees are not reimbursable expenses.

1.8.8 Per Diem Expenses (Lodging, Meals and Incidentals)

Per LAAC 4.242.3(b), travelers are expected to seek moderately priced establishments of acceptable quality when selecting restaurants and hotel rooms. Per CF 82-0944, reimbursements for food and lodging shall not exceed the per diem limits expressed in the City Budget Manual published by the CAO. These limits do not apply to conferences or legislative activities. In the absence of per diem limits set by the CAO, travelers must use the federal per diem rate applicable to their location of travel and comply with the guidelines described below.

A. Lodging/Hotel

The traveler must select the most economical and practical accommodations taking into consideration transportation costs, time, and other relevant factors. The following guidelines apply to lodging for travel:

- The rate must be for single occupancy standard room and, if available, at the government-rate.
- Generally, lodging should be limited to the actual dates of official City business. Additional lodging for one day before and/or after the event may be authorized to mitigate hardship for the traveler.
- Reimbursement will be for actual hotel expenses but not to exceed the total of the applicable federal per diem rate (plus fees and taxes, if applicable) for the destination and length of stay for the individual traveler.
- If the traveler is staying at the meeting/convention hotel or “authorized/sponsor” hotel for the conference or convention, supporting documentation must be submitted with the travel request package in order to receive reimbursement for actual costs up to 200% of the per diem limits. Acceptable documentation include confirmation letter indicating the meeting will be held at a particular hotel, or brochure/literature indicating the selected hotel is an “authorized/sponsor” hotel.
- If a room is not available at the meeting/convention hotel or any of the “authorized/sponsor” hotels, reimbursement for actual costs up to 200% of the per diem limits is allowed. The traveler must select the most economical among three hotels within reasonable distance from the event.
- If travel is for the purpose of assisting an agency/municipality in a federal, state or local emergency incident and there is no alternative lodging, reimbursement of actual costs up to 200% of the per diem limits may be allowed.
- An itemized original lodging receipt (listing all expenses such as meals, phone calls, services charged to the room) must be provided for reimbursement to be made in all instances.

B. Meals and Incidental Expenses (M&IE)

Travelers may claim reimbursement for up to three meals per day. M&IE will be reimbursed at claimed amount but not to exceed the applicable federal per diem rate for the destination with certain exceptions.

The applicable federal per diem rates are as follow:

- First day of the trip, use the per diem rate for the destination city.
- Last day of the trip, use the per diem rate for the last location where the traveler stayed overnight.
- The first and last day of the trip are considered travel days and will be reimbursed at a prorated amount of 75% of the applicable federal per diem amount for M&IE.
- If traveler is in more than one city/location per day, use the per diem for the city/location in which the traveler spends the night.

The per diem rates for M&IE include gratuities for restaurant service, as well as fees and tips to porters, baggage carriers, hotel staff and staff on ships. Per IRS Bulletin 2013-44, transportation between places of lodging and places where meals are taken are no longer included in the definition of incidental expenses, and may be authorized by the Department Head for reimbursement up to \$5 per day.

1) M&IE Reimbursement Limits – Travel with Overnight Lodging

Travelers may select one of three M&IE reimbursement methods shown in the table for the entire trip. Travelers must follow the requirements for receipts, maximum and prorated reimbursable amounts, and allowable exceptions for meals and incidentals for the selected method. All three methods require the traveler to note the date, time, place, amount, and business purpose of the expense.

Receipts are required for any single meal exceeding \$25 in accordance with LAAC 4.242.7, and for all meals when the traveler is using one of the actual costs methods. Traveler must use actual costs reimbursement method if the travel funding source requires receipts. In such cases, the travelers must submit receipts and will be reimbursed based on requirements specified by the funding source.

<u>M&IE Reimbursement Methods for Travel with Overnight Lodging</u>				
Selected Reimbursement Method (1, 2 or 3) must be used for the entire trip				
Methodology	Receipts Required	Reimbursement Cap at Destination	Prorated Reimbursement Cap for Travel Day/Conference Provided Meal⁽¹⁾/"50-mile" Rule Exceptions	Exception: Full Reimbursement Cap for Travel Day/Conference Provided Meal ⁽²⁾
Method 1: Federal Per Diem	No	Reimburse at federal per diem amount for destination	75% proration of federal per diem amount	No exceptions allowed
Method 2: Actual costs capped at federal per diem	Yes	Reimburse actual costs <i>up to</i> federal per diem amount for destination	Reimburse actual costs <i>up to</i> 75% of federal per diem amount for destination	Reimburse actual costs <i>up to</i> full federal per diem amount for destination
Method 3: Actual costs capped at \$60/day	Yes	Reimburse actual costs <i>up to</i> \$60 per day	Reimburse actual costs <i>up to</i> \$45 per day	Reimburse actual costs <i>up to</i> \$60 per day
(1) Hotel complimentary breakfasts do not constitute a meal.				
(2) Exceptions to proration for travel days may be granted for full days spent at destination or in transit. Exceptions to proration for conference-provided meals may be granted if conference cannot accommodate medical or religious restrictions.				

A traveler who stayed with a friend or family member overnight can be reimbursed for meals if traveler provides a signed statement as proof of overnight stay. Meal reimbursement will be subject to IRS taxable income reporting requirements without the signed statement.

2) M&IE Reimbursement Limits – One-Day Travel (Travel without Overnight Lodging)

Meal reimbursements for travel not involving an overnight stay must be reported as taxable income in accordance with IRS regulations. Departments are required

to report one-day meal reimbursements to the Controller at the end of the calendar year for W-2 adjustment in the payroll system.

The following guidelines apply to one-day meal reimbursements:

- Travel destination must meet the “50-mile” rule.
- Reimbursement cannot exceed 75 percent of the federal per diem for the destination.
- No meal reimbursement is allowed when the host provides meals at the event throughout the day.
- Receipts are required for any single meal exceeding \$25.
- Traveler must attach a signed “One-Day Travel Meals Reimbursement – Taxable Income Acknowledgement” form to the PES.

1.8.9 Other Travel Expenses

Expenses other than per-diem and transportation that are necessary for the conduct of official City business, with receipts, are allowable and may be reimbursed separately from M&IE limits. Below are guidelines for certain types of expenses.

- **Airline Checked-In Baggage Fee:** Airline fee for the first checked-in baggage is reimbursable.
- **Airport Parking:** Airport parking fees are reimbursable up to 125% of the lowest rates for the following airport parking lots:
 - Burbank Airport Lot A
 - John Wayne Airport Main Street Lot
 - Long Beach Airport Lot B
 - LA International Airport Lot C
 - Ontario International Airport Lot 5

For airports not listed above, traveler should use the lowest airport parking lot rate for that airport.

In addition, travelers should consider alternatives to airport parking, such as public transportation, shuttles, rideshare services, other options to get to and from the airport. Travelers should compare the total cost of airport parking to the cost of these alternatives and select the most economic choice.

- **Hosting While Traveling:** Food and beverage expenses for persons other than the traveler must be certified by the Department Head as expenditures for a public purpose and necessary for official City business. The provisions for lodging and M&IE reimbursements will apply to persons hosted by City officials or employees. Alcoholic drinks are NOT reimbursable expenses. It is the responsibility of City employees to comply with Personnel Department policy regarding consumption of alcoholic beverages while on duty. The name(s) and organization(s) of the person(s) hosted and the nature of the City business discussed must be specified in the travel authority and other travel expense documentation.
- **Registration, Seminar or Meeting Fees:** Reimbursement of registration, seminar or meeting fees where required is allowed.
- **Ground Transportation:** Transportation expenses to and from the airport or hotel are allowable with receipts or supporting documentation. Travelers should use free or courtesy shuttle services offered by airports and hotels whenever available.
- **Gratuities:** Gratuities are allowable expenses, where reasonable and customary. Tips to waiters (up to 15 percent of the restaurant bill exclusive of taxes), and drivers (up to 15 percent of the fare) are considered customary. Service charges required by service providers (e.g., gratuity added to restaurant bill for large parties) are fully reimbursable. However, gratuities to porters, bell hops and housekeeping are included in the IRS definition of “incidental expenses” and therefore not reimbursed separately from the M&IE limit.
- **Laundry Service:** Expenses for laundry service are allowable if the duration of the trip is four consecutive nights or longer.
- **Telephone Calls:** One personal telephone call to the employee’s immediate family in the locale of the residence of the employee is allowed if travel is in excess of three days. One such call is permitted for each successive three days thereafter.

Per LAAC 4.242.3(j), other expenses not specified in these guidelines or in the LAAC deemed necessary in the conduct of City business are allowable provided the reasons for such expenses have been reviewed and certified by the Department Head as reasonable, proper, and incurred in pursuit of City business.

1.8.10 Special Circumstances Requiring Exceptions to Standard Guidelines

There may be special circumstances that require exceptions to the standard guidelines set forth in this policy. In such instances, exceptions may be allowed when the

Department Head finds the expenses to be necessary in the conduct of official City business and reasonable. Allowed exceptions must be noted as “exceptions” on the travel authority and/or PES documents, along with the justification for the exception.

A. Airline Travel

- Airfare other than for coach class may be allowed under any of the following conditions:
 - Medical necessity certified by a competent medical authority
 - Exceptional security circumstances
 - The origin and/or destination are outside the Continental United States and the scheduled flight time, including non-overnight layovers and change of planes, is in excess of 14 hours and the traveler is required to report to duty the following day or sooner
 - No coach class seats are available on any airline that is scheduled to leave within 24 hours of the proposed departure time, or scheduled to arrive within 24 hours of the proposed arrival time
 - Use of other than coach-class accommodations results in overall cost savings.
 - Seating upgrade in coach class may be allowed to accommodate a medical necessity certified by a competent medical authority.

B. Alternate Modes of Transportation

- Reimbursements for rental cars other than mid-size or smaller may be allowed under any of the following conditions:
 - Insufficient car space for the number of City employees traveling together
 - Insufficient car space to accommodate work-related equipment
 - Terrain of destination requires a certain type of vehicle
 - Medical necessity certified by a competent medical authority
 - No extra cost for upgrade.
 - Reimbursement for fueling City vehicles may be allowed by the Department Head if the traveler presents documentation of efforts to obtain a Voyager Card from GSD prior to travel.

C. Lodging/Hotel

- Department Heads may approve reimbursements of actual lodging costs for non-conference travel up to 200% of the per diem limit.
- Department Heads may approve reimbursements of actual lodging costs in excess of 200% of the per diem limit if the travel is for the purpose of assisting an

agency/municipality in a federal, state, or local emergency incident and there is no alternative lodging.

- If two City authorized travelers choose to share a room, the cost of a double occupancy room cannot exceed 300 percent of the federal per diem rate for the destination. The traveler who paid the bill should claim the total paid for the room on their PES and note the name of the other traveler. The other traveler should also note the name of the traveler that their shared lodging with on their PES.
- On rare occasions, the actual lodging costs may be higher than the limits outlined in this policy. Upon demonstration that the higher lodging cost is justified, Department Heads may use their discretion and judgment to approve reimbursements of actual lodging costs that exceed the limits established in this policy. If necessary, Department Heads may delegate the approval for such reimbursements to Assistant Department Heads. A detailed justification or explanation why the extra cost lodging cost was necessary to carry out official City business must be fully documented in the "Excess Lodging Reimbursement Justification" form. The form must be signed by the Department Head or Assistant Department Head and, together with supporting documentation, attached to the PES. These exceptions must be tracked by Department Travel Coordinators and reported to the Controller's Office at the end of the calendar year.

D. Other Travel Expenses

- Fees for additional checked-in baggage may be allowed for special equipment or extended travel.
- Airport parking rate that exceeds the applicable airport lot rate by more than 25% may be allowed with justification approved by the Department Head.
- Full reimbursement for meals may be allowed for long travel days. The traveler must use one of the actual cost methods to receive full reimbursement up to the federal per diem limit or \$60 per day.
- Whenever possible, travelers with special meal requirements should contact conference host to obtain reasonable meal accommodation. Full reimbursement for meals may be allowed if the traveler is unable to consume conference-furnished meals due to medical reasons or religious beliefs. The traveler must use one of the actual cost methods to receive full reimbursement up to the federal per diem limit or \$60 per day.

- Laundry service when travel is for less than four consecutive nights may be authorized when traveling conditions or special circumstances dictate.
- Department Heads may authorize reimbursement of internet connection service if free internet connection service is not available to conduct City business.

E. Lodging and Meals and Incidental Expenses for travel under 50 miles

- Reimbursements for lodging and M&IE may be authorized by the Department Head when the travel destination does not meet the “50-mile” rule under one of the following conditions:
- Conference/meeting starts before 8 a.m. or ends after 6 p.m.
- Traveler cannot drive to the destination and public transportation is not available to arrive in time for or leave after conference/meeting.
- Traveler is hosting the event (e.g., set up and pack up exhibit booth) and needs to arrive before 8 a.m. or cannot leave until after 6 p.m.

1.8.11 Interrupted and Indirect Travel

Where there is an interruption or deviation from the direct travel route, due to non-City related or unjustifiable reasons, the allowable travel expenses will not exceed those that would have been incurred for uninterrupted travel utilizing the usual route. A traveler who combines personal travel with City travel must identify and pay for the personal segment of the trip. The traveler must provide sufficient supporting documentation to prove the City-related portion of the travel costs to receive travel expense reimbursements. For example, the traveler must provide a quote from the air travel service provider showing the cost of the roundtrip ticket for the most economical and direct travel to/from the business destination for the dates of official City business. The quote will be used for comparison and reimbursement purposes.

A City employee who becomes sick or injured during travel should immediately seek competent medical attention. The traveler should notify his/her Department Personnel Officer regarding the injury at the earliest possible time.

1.8.12 Personal Expense Statement (PES) and Required Documentation

At the conclusion of the travel, the traveler must complete and submit Form Gen. 16, Personal Expense Statement (PES) for review and approval. The traveler must itemize all expenses claimed for reimbursement, note all exceptions to the City Travel Policy, and

attach receipts for lodging, transportation, and any other necessary supporting documentation required by this policy to substantiate the expenses. In addition, LAAC 4.242.7 requires receipts for any single item of expenditure in excess of \$25. For grant-funded and special-funded travel, it is the traveler's responsibility to comply with the grant/special fund requirements on receipts or supporting documentation. In addition, per LAAC 4.242.75, travelers (other than elected officials or staff traveling on behalf of elected officials) must attach a report that summarizes the nature and purpose of the travel, the significant information gained, and/or benefits accruing to the City.

The Department Head or Authorized Approver shall review the PES and supporting documentation, resolve any issues to ensure compliance with all City policies, and certify all expenses were incurred in pursuit of City business. Falsification of such certification shall be ground for disciplinary action and any available legal sanctions.

Departments must finalize the PES with supporting documentation and process in FMS within 30 days of the trip conclusion. Departments should maintain original receipts and documents for at least five years for record-keeping and audit purposes.

Submitted PES and supporting documentation become part of the City official travel records and the official property of the City. Travelers are advised to black out/redact any personal information contained in any submitted documents.

1.8.13 Foreign Currency

The PES must indicate values in US dollars (USD). Travel expenses in foreign currency must be converted to USD based on exchange rates effective on the date of the original receipt. The following are acceptable supporting documentation for the foreign currency conversion and must be attached to the PES:

- Credit card statement showing conversion of foreign-denominated expenses to USD
- Foreign exchange receipts from money exchanges or banks showing foreign conversion rates
- Verifiable foreign exchange rates from the internet

1.8.14 Travel Advances

When approving travel authorities, Department Heads may authorize travel advances to City employees only. Travel advances must comply with the following guidelines:

- Travel advances can be issued for up to 90% of the traveler's total estimated out-of-pocket travel expenses, which includes lodging, meals and incidentals, and registration, seminar, and meeting fees paid by the traveler. Advances for airfare are not allowed as airline tickets can be purchased through the City's authorized business travel service provider. No travel advance check will be issued for any amount under \$500.
- Travel advances must be approved by the Authorized Approver as part of the travel authority request package. If a traveler decides that they need a travel advance after the travel authority has already been approved, Departments may modify an existing travel authority to include the travel advance request.
- The travel authority must include the following information for a travel advance to be approved:
 - Travel authority number
 - Name of traveler
 - Travel period
 - Destination
 - Purpose of the trip and nature of the City business to be conducted
 - Cash advance request, with written justification and pre-approval by Department Head
 - Certification that the traveler has no outstanding travel advance
- Payment requests for travel advances must be submitted at least ten (10) business days, per LAAC 4.242.8, but not earlier than thirty (30) days, prior to travel.
- No travel advance will be provided to an employee with an outstanding travel advance
- Checks for approved travel advances will be available from the Controller Paymaster on a "Will-Call" basis one calendar week prior to travel.
- Travelers must return any unused travel advances by writing a check or money order payable to the City of Los Angeles. Refund checks, together with cash receipts (CR), should be forwarded immediately to the Office of Finance (OOF). Travelers should attach a copy of the CR with the OOF stamp (or other receipt verification) to the completed PES.
- Travel advances are considered delinquent if not settled within 30 days after the conclusion of the trip through the submission of a completed PES.

1.8.15 Travel Reimbursements Reported As Taxable Income

Departments must monitor and track the following types of reimbursements and report them to the Controller's Office on an annual basis. These reimbursements will be reported to the IRS as taxable income on the traveler's IRS Form W-2:

- Delinquent travel advances that have not been returned to the City within 120 calendar days after the last day of travel. For non-City employees, delinquent travel advances over 120 days will be reported through IRS Form 1099-MISC.
- Any unsubstantiated or unallowable travel expenses that were reimbursed to the employee, including expenses that exceeded the limits in this policy
- One-Day Travel Meal Reimbursements
- Expenses for travel assignments expected to last in excess of one year, or does in fact exceed one year (per IRS Publication 5137)

Upon review, the Controller's Office may determine that some one-day travel meal reimbursements qualify for the de minimis exclusion for occasional meal reimbursements and opt not to report the reimbursement as taxable income.

1.8.16 Related Resources

Travel forms and additional information are available on the Controller website. Questions regarding "Will-Call" policies and procedures should be directed to the Controller Paymaster Section. Departments should refer to the FMS policy and procedure documents and training manuals for specific instructions on how to process travel encumbrance and payment requests:

	FMS Guidance	
Subject Area	Procedure	Training Manual
Travel Encumbrance	AP-301-5	FMS 303
Travel Expenditure	AP-401-5	FMS 304

Questions regarding cash receipts should be directed to Office of Finance. Questions regarding this Policy should be directed to the Controller's Fiscal Oversight and Support Section.

ATTACHMENT F

BUSINESS ASSOCIATE AGREEMENT

**BUSINESS ASSOCIATE AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
IMAGETREND, INC.**

**TO COMPLY WITH THE PRIVACY AND SECURITY RULES REQUIRED UNDER THE
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996**

This **Business Associate Agreement** (the "Agreement"), is made as of the 30th day of April, 2020, (the "Effective Date"), by and between the City of Los Angeles, (a designated "Hybrid Entity" by and through its Fire Department ("LAFD," a designated "Health Care Component" of "Hybrid Entity" City of Los Angeles) (jointly "Covered Entity") and ImageTrend, Inc. (the "Business Associate") (collectively the "Parties") to comply with the privacy and security standards required under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), adopted by the U.S. Department of Health and Human Services and as amended January 25, 2013, [45 C.F.R. Parts 160, 162 and 164; Volume 78 Fed. Reg. No. 17, Pages 5566 through 5702, January 23, 2013] and, in order to satisfy the electronic storage requirements of the Health Information Technology for Economic and Clinical Health Act as incorporated in the American Recovery and Reinvestment Act of 2009 (hereinafter referred to as "HITECH"), and any applicable state confidentiality laws.

RECITALS

WHEREAS, on June 12, 2019, the LAFD issued a Request for Proposals ("RFP") seeking proposals regarding the implementation of a commercial-off-the-shelf electronic patient care reporting ("ePCR") system to manage the LAFD patient care reporting; and

WHEREAS, as part of the evaluation process under the RFP, proposers who have made it through the first two evaluation rounds are then qualified to go onto the third round where they are required to develop a detailed Statement of Work and to successfully complete a small production-ready proof-of-concept; and

WHEREAS, it has been determined that the Business Associate ("BA") is qualified to participate in the third evaluation round, and will require the transmission of information from LAFD's ePCR system; and

WHEREAS, the BA will install, host and maintain an ePCR system, ImageTrend Elite, that will be used by the LAFD for the purpose of recording patient contacts, treatments and transports, and maintaining patient records; and

WHEREAS, the BA will install and maintain an electronic Application Programming Interface (API) between the BA's ImageTrend Elite system and the LAFD's Computer Aided Dispatch (CAD) system for the purpose of transferring LAFD's emergency and

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non-emergency calls for service and LAFD's resource status information; and

WHEREAS, the CE will need to disclose to BA certain "Protected Health Information" ("PHI") that is subject to protection under HIPAA and HITECH; and

WHEREAS, in the event the BA is the selected proposer under this RFP, the CE and BA will enter into a Contract under which the CE will need to disclose to BA certain PHI that is subject to protection under HIPAA and HITECH; and

WHEREAS, HIPAA requires that CE receive adequate assurances that BA will comply with certain obligations with respect to the PHI received in the course of providing services to or on behalf of CE.

NOW THEREFORE, in consideration of the mutual premises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. **DEFINITIONS**

Terms used in this Agreement, but not otherwise defined, shall have the meaning ascribed by the HIPAA Final Regulations and the HITECH Act, as amended as of January 23, 2013.

1. **Breach** means the acquisition, access, use, or disclosure of protected health information in a manner not permitted under subpart E of 45 C.F.R. Part 164.
2. **Business Associate** ("BA") shall have the meaning ascribed in 45 C.F.R. § 160.103 and refers to ImageTrend, Inc. for purposes of this Agreement.
3. **Contract** means Los Angeles City Contract Number _____ and all amendments by and between the City of Los Angeles ("City") and ImageTrend, Inc. which includes, but is not limited to, activities related to the implementation of an ePCR system to manage the LAFD patient care reporting.
4. **Covered Entity** ("CE") means the City of Los Angeles, (a designated "Hybrid Covered Entity" by and through its Fire Department, a designated "Health Care Component" of "Hybrid Entity" City of Los Angeles).
5. **Designated Record Set** means a group of records, including, but not limited to, digital, photographic and/or video materials, maintained by or for a Covered Entity that are: (i) medical records about individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record system maintained by or for a health plan; and/or (iii) used, in whole or in

part, by or for the Covered Entity to make decisions about individuals. For purposes of this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a Covered Entity.

6. **Health Care Component** ("HCC") means those portions of the Hybrid Entity that perform HIPAA-related activities. The Los Angeles Fire Department (LAFD) became a HCC by the Los Angeles City Council action which adopted the recommendation of the Personnel Committee meeting on July 30, 2010 [Council File No. 10-1181] or as modified [Council File No. R3-0240; August 16, 2013].
7. **HITECH Act** ("HITECH") means the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery and Reinvestment Act, and any amendments, regulations, rules and guidance issued thereto and the relevant dates for compliance.
8. **HIPAA Final Regulations** means 45 C.F.R. Parts 160, 162 and 164 as amended on January 23, 2013 and effective on March 23, 2013 but only to the extent it applies to a Covered Entity, Hybrid Entity and/or Business Associate.
9. **Hybrid Entity** ("HE") means, for purposes of this Agreement, the City of Los Angeles, a single legal municipal entity that is (i) a Covered Entity; (ii) whose business activities include both covered and non-covered HIPAA functions; and (iii) that has designated its LAFD, along with other portions of the City of Los Angeles, as a HHCs pursuant to 45 C.F.R. § 160.103.
10. **Individual** means the person who is the subject of the Protected Health Information as defined in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 502(g).
11. **Protected Health Information** ("PHI") means the Individually Identifiable Health Information ("IIHI") described in 45 C.F.R. § 160.103 that is transmitted electronically, maintained electronically, or transmitted or maintained in any other form or medium.
12. **Required by Law** means mandate contained in law that compels a use or disclosure of PHI under 45 C.F.R. § 164.512(a) (1) and (2).
13. **Secretary** means the Secretary of the Department of Health and Human Services or their designee under 45 C.F.R. § 160.103.

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14. **Security Incident** means any use or disclosure of information not provided for by this "Agreement" of which the BA becomes aware, including breaches of unsecured protected health information as defined by 45 C.F.R. § 164.402.
15. **Subcontractor** means a person or entity that creates, receives, maintains or transmits protected health information on behalf of the business associate. (45 C.F.R. 160.103(3)(iii))

B. DISCLOSURE OF PHI TO BUSINESS ASSOCIATE

In connection with the services provided by the BA to or on behalf of CE, as described in this Agreement, CE may disclose PHI to BA for the purpose of using the BA software and services to maintain and manage electronic patient care reports and initially to evaluate the BA's ability to provide the required level of integration to the CE's computer systems. The data transmitted to the BA for its storage, management and analysis include, but are not limited to, medical record numbers, specific addresses, patient names, medical complaints, and treatment data. At no time shall BA use or disclose PHI or other related documents to any 3rd party.

BA shall comply with its obligations under this Agreement and with all obligations of a BA under HIPAA, HITECH, and other related laws and any implementing regulations, as they exist at the time this Agreement is executed and as they are amended, for so long as this Agreement is in place. Specifically, the BA will comply with all the obligations and assume the liability for failure to do so as provided for in the Final Rules reflected in the Federal Register, Vol. 78, No. 17, commencing at Page 5677, dated, January 25, 2013 which implements among other things Section 13401 of HITECH.

C. OBLIGATIONS OF COVERED ENTITY

1. CE shall notify BA of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect BA's use or disclosure of PHI.
2. CE shall notify BA of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect BA's use or disclosure of PHI.
3. CE shall notify BA of any restriction to the use or disclosure of PHI that CE has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect BA's use or disclosure of PHI.
4. CE shall not request BA to use or disclose PHI in any manner that would not be permissible under HIPAA if done by CE. [45 C.F.R. § 164.504(e)(2)(i)]

5. CE will make a determination as to whether a use or disclosure of PHI by BA is a Breach within the meaning of 45 C.F.R. 164.402 necessitating notification under 45 C.F.R. 164.404, 164.406 and 164.408.

D. OBLIGATIONS OF BUSINESS ASSOCIATE

BA agrees to comply with applicable federal and state privacy and security laws, specifically the provisions of the HIPAA Administrative Simplification to the extent applicable to business associates.

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, BA shall not use or disclose PHI other than as permitted or required by the Agreement or as Required By Law, except as necessary to conduct the practices of the LAFD as described in this Agreement and the Contract to or on behalf of the CE. These activities may include the transmitting or receiving of PHI, as may be required from time to time, to other business associates or covered entities on behalf of CE. BA shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by CE. Provided, however, BA may use and disclose PHI as necessary for the proper management and administration of BA, or to carry out its legal responsibilities. BA shall in such cases:
 - (a) Provide information to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Final Rules and this Agreement;
 - (b) Obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (i) the PHI 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 person or entity; and (ii) the person or entity will notify BA of any instances of which it is aware in which confidentiality of the PHI has been breached;
 - (c) Notification to Covered Entity. Agree to notify the designated Privacy Officer of CE of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules within 72 hours of discovery of the improper use or disclosure. The determination as to whether a use or disclosure for a purpose not provided for by this Agreement is a Breach within the meaning of 45 C.F.R. 164.402 shall be determined by the CE using the criteria determined in 45 C.F.R. 164.402 (2)(i)-(iv) after BA notifies CE of the use or disclosure of the PHI;
 - (d) Breach Notification. BA agrees to follow 45 C.F.R.164.410 after

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first notifying CE of the use or disclosure not provided by this Agreement and CE makes a determination that a breach has occurred pursuant to paragraph C(5) of this Agreement; and

(e) For purposes of the Breach Notification provision in 45 C.F.R. 164.410, BA in this Agreement is not the agent of CE.

2. Data Aggregation. In the event that BA works for more than one covered entity, BA is not permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Administrative Simplification.
3. De-identified Information. BA may use and disclose de-identified health information if (i) the use is disclosed to CE in writing and permitted in writing by CE in its sole discretion and (ii) the de-identification is in compliance with 45 C.F.R. §164.502(d), and the de-identified health information meets the standard and implementation specifications for de-identification under 45 C.F.R. §164.514(a) and (b).
4. Safeguards. BA shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as required by law. BA shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI it creates, receives, maintains, or transmits on behalf of CE.
5. Minimum Necessary. BA shall attempt to ensure that all uses and disclosures of PHI which pertain to the billing or operations of the CE are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed.
6. Disclosure to Agents and Subcontractors. If BA discloses PHI received from CE, to agents, including a subcontractor, BA shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to BA under this Agreement. BA shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of the CE. BA shall be liable to CE for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were BA's own acts, failures or omissions, to the extent permitted by law. BA further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.

7. Individual Rights Regarding Designated Record Sets. If BA maintains a Designated Record Set on behalf of CE, BA agrees as follows:
- (a) Individual Right to Copy or Inspection. BA agrees that if it maintains a Designated Record Set for CE that is not maintained by CE, it will, in the event any Individual delivers directly to BA a request for access to PHI, in order for CE to respond to such Individual, forward such request to CE in order to meet the requirements of 45 C.F.R. §164.524(a)(1). Under the HIPAA Final Rules, CE is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. [45 C.F.R. § 164.524(b)(2).] BA agrees to make reasonable efforts to assist CE in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If CE maintains the requested records, CE, rather than BA shall permit access according to its policies and procedures implementing the HIPAA Administrative Simplification.
 - (b) Individual Right to Amendment. BA agrees, if it maintains PHI in a Designated Record Set, to make the Designated Record Set available to CE for amendments to PHI pursuant to 45 C.F.R. §164.526.
 - (c) Accounting of Disclosures. BA agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528, and to make this information available to CE upon CE's request, in order to allow CE to respond to an Individual's request for accounting of disclosures. Under the HIPAA Final Rules, CE is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. BA agrees to use its best efforts to assist CE in meeting this deadline. Such accounting must be provided without cost to the individual or CE if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if BA informs the CE in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the ~~six~~ **(6)** years prior to the request (not including disclosures prior to the compliance date of the HIPAA Administrative Simplification and shall be provided for as long as BA maintains the PHI.
8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, BA shall make available its internal practices, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of CE to the Secretary or his or her agents for the purpose of

determining CE's compliance with the HIPAA Rules, or any other health oversight agency, or to CE. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by CE or the Secretary.

9. Notice of Privacy Practices. BA shall abide by the limitations of CE's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to CE's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which BA relied prior to receiving notice of such amended Notice.
10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, BA shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the HIPAA Administrative Simplification expressly applies.
11. Knowledge of HIPAA Rules. BA agrees to review and understand the HIPAA Rules as it applies to BA, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. Security Incident. BA agrees to immediately report to the CE any security incident of which BA becomes aware within 72 hours of discovery of the security incident.

E. TERM AND TERMINATION

1. Term. The Term of this Agreement shall be effective as of the Effective Date of the Contract, and shall terminate when all of the PHI provided by CE to BA, or created or received by BA on behalf of CE, is destroyed or returned to CE, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
2. Termination for Cause. Upon CE's knowledge of a material breach by BA, CE shall either:
 - (a) Provide an opportunity for BA to cure the breach or end the violation and terminate this Agreement and the Contract if BA does not cure the breach or end the violation within the time specified by CE;

(b) Immediately terminate this Agreement and the Contract if BA has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure is feasible, CE shall report the violation to the Secretary.

3. Effect of Termination.

(a) Except as provided in paragraph (b) of this section, upon termination of this Agreement, for any reason, BA shall return or destroy all PHI received from CE, or created or received by BA on behalf of CE. This provision shall apply to PHI that is in the possession of subcontractors or agents of BA. BA shall retain no copies of the PHI and shall confirm, in writing, to the CE that all PHI has been returned to the CE or destroyed and, state the method of destruction.

(b) In the event that BA determines that returning or destroying the PHI is infeasible, BA shall provide to CE written notification of the conditions that make return or destruction infeasible. Upon discovering that return or destruction of PHI is infeasible, BA 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 BA maintains such PHI.

F. MISCELLANEOUS

1. Indemnification.

(a) To the extent permitted by law, BA agrees to indemnify and hold harmless CE from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by CE arising out of, resulting from, or attributable to any acts or omissions or other conduct of BA or its agents in connection with the performance of BA's or its agents' and/or subcontractor's duties under this Agreement including and not limited to the cost of breach notification under Paragraph D.1.(d) of this Agreement. This indemnity shall not be construed to limit CE's rights, if any, to common law indemnity.

(b) CE shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action described in F(1)(a) above, the costs and expenses of which shall be the responsibility of BA. CE shall provide BA with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist BA in establishing a defense to such action.

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- (c) These indemnities shall survive termination of this Agreement, and CE reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.
2. Mitigation. If BA violates this Agreement or the HIPAA Rules, BA agrees to mitigate any damage caused by such breach, and bear any such related costs.
 3. Rights of Proprietary Information. CE retains any and all rights to the proprietary information, confidential information, and PHI it releases to BA.
 4. Survival. The respective rights and obligations of BA under Section E.3 (Effect of Termination) of this Agreement shall survive the termination of this Agreement.
 5. Notices. Any notices pertaining to this Agreement, including breach "Notification to the Covered Entity" made pursuant to Paragraph D1(c) of this Agreement, shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representatives as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to Covered Entity (for Breach Notification):

Alexandra Vázquez-Sherman (HIPAA Privacy Officer)
Fire Special Investigator
LAFD, Administrative Operations Bureau
Risk Management
200 N. Main Street, Suite 1890
Los Angeles, CA 90012
Tel: (213) 978-3873
Fax: (213) 978-3815

If to Covered Entity LAFD (For all other Matters)

Ralph Terrazas, Fire Chief
Los Angeles Fire Department
200 N. Main St., Room 1800
Los Angeles, California 90012
(213) 978-3838
(213) 978-3814 Fax

And:

S. Jenny Park, Fire Administrator
Los Angeles Fire Department
200 N. Main St., Room 1630
Los Angeles, California 90012
(213) 978-3731
(213) 978-3414 Fax

And:

If to Business Associate:

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

6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow CE to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of California, without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary; however, CE retains the right to assign or delegate any of its rights or obligations hereunder to any City department or office in a manner consistent with the HIPAA Rules. Assignments made in violation of this provision are null and void.
9. Nature of Agreement. 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, (ii) any fiduciary duty owed by one Party to another party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.

10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure of misappropriation of PHI by BA in violation of this Agreement will cause CE irreparable harm, the amount of which may be difficult to ascertain. BA therefore agrees that CE shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining BA from any such further disclosure or breach, and for such other relief as CE shall deem appropriate. Such rights are in addition to any other remedies available to CE at law or in equity. BA 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 by CE.
12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
14. Headings. The descriptive headings of the articles, sections, subsections of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
15. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits CE to comply with the HIPAA rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
16. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time

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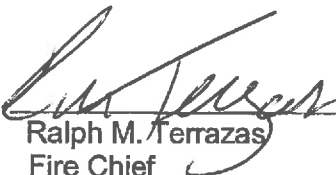
17. Use of Multiple Signature Pages, Facsimile, Scanned and Digital Pen Signatures. This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which, when executed, shall be deemed to be an original but all of which, taken together, shall constitute one and the same agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.


For: THE CITY OF LOS ANGELES

DATE: 4/22/2020

By: 
Ralph M. Terrazas
Fire Chief
Los Angeles Fire Department


For: IMAGETREND, INC.


DATE: _____

By*: 
Michael J. McBrady (Apr 16, 2020)
Michael McBrady
CEO

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney For JT

By: 
Judith D. Thompson
Deputy City Attorney

By**: 
Joseph T. Graw (Apr 16, 2020)
Name: Joseph T. Graw
Title: President & COO

DATE: Apr 16, 2020

DATE: 4/30/2020

ATTESTED:

HOLLY L. WOLCOTT, City Clerk

By:  
Deputy City Clerk 4/30/20

NOTE: If Contractor is a corporation, two signatures are required.

* The signature of President, Chairman of the Board, or Vice President is required here; and

** An additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

Agreement Number: C-135521

ATTACHMENT G

HUMAN CAPITAL MANAGEMENT INTEGRATION



INTERNAL – LAFD Human Capital Management Integration Custom Development - High Level Estimate Document

Prepared For

Joe Robinson
Tori Koistinen

Prepared By

Kevin Ferriby, Business Analyst
ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville, MN 55044
Tel: (952) 469-1589
16 October 2020
Ticket Number: 606255

Background

LAFD is seeking an integration opportunity as a part of their initial purchase. The purpose of this integration is to leverage the existing Human Capital Management (HCM) platform to supply Elite with user data. This pairs with the existing proposal for LAFD to also manage user authentication via an integration with Azure Active Directory.

Elite team envisions an extension of the existing Xchange API platform with new endpoints specific to the needs of this integration.

Value Proposition

LAFD would leverage existing data and management practices related to users and staffing and push relevant data to the LAFD Elite site. Ensures the client has maximum control over user accounts and can quickly synchronize user information in HCM to Elite. LAFD sees this integration as required to their adoption of the Elite product.

Technical Requirements currently know

1. Add endpoints to Xchange API to accept user record data points
 - a. Elements to be included

Field	Reference	Required/Recommended/Optional
First Name	dPersonnel.02	Required
Middle Name / Initial	dPersonnel.03	Required - LAFD
Last Name	dPersonnel.01	Required
Date of Birth	dPersonnel.11	Required - LAFD
State Licensure Group>State of Licensure	dPersonnel.22	Required
State Licensure Group>State Licensure ID	dPersonnel.23	Required
State Licensure Group>State Licensure Level	dPersonnel.24	Required
State Licensure Group>State's Licensure Certification Date	dPersonnel.25	Required
State Licensure Group>State's Licensure Expiration Date	dPersonnel.27	Required
State Licensure Group>Initial State's Licensure Issue Date	dPersonnel.26	Required
Agency Licensure Group>Agency Licensure Level/Practice Level	dPersonnel.39	Required
Agency Licensure Group>Agency's Licensure Certification Date	dPersonnel.39	Required
Agency Licensure Group>Agency's Licensure Expiration Date		Required
Personnel ID		Required
Agency Status		Required - LAFD

2. ImageTrend Xchange API

The Elite Xchange API is a REST-style API for the Elite application capable of sending and receiving protected resource requests. The API sends and receives data in JSON and uses standard HTTP response error codes. When an application wants access to the protected resources, the application must be authenticated using OAuth2 or Basic Authorization. OAuth2 requires an Access Token be included in each request, whereas Basic Authentication only requires an ID and secret. The OAuth2 authentication method should be used if you will be sending multiple requests.

- a. Additional Technical documentation available:
<https://lafd.imagetrendelite.com/Elite/Organizationlafd/xchange/index.html>
- b. Endpoints
 - i. /resources/user-ids – used to obtain Performer IDs (performer ID refers to an ImageTrend unique value for each user account – GUID) based on search criteria
 - ii. /resources/users/{id} – Retrieve specific performer based on ID
 - iii. NEW – PUT method to update existing user records
 - iv. NEW – POST Method to ADD new user accounts
- c. Expected workflow LAFD
 - i. Get Token
 - ii. Get list of performer ID's
 - iii. Update existing user record via PUT request – or -
 - iv. Add user via POST request then retrieve performer ID
- d. ImageTrend API Expectations
 - i. Agency ID required – each transaction must include the agency for which the update/add applies
 - ii. Only 1 user updated per transaction
 - iii. Prefer that LA County send ALL user objects in each call – eliminates complexity when existing fields are null

This document is a high level estimate of ImageTrend's software development effort. This estimate depends on assumptions which may not be true, such as: 1) the Client's requirements were communicated completely; 2) the work is begun promptly, as the base product is always changing and this work may not be possible at a later date; 3) no new requirements will be added; 4) no requirements will be taken away; 5) the custom development will use ImageTrend's common libraries, in programming languages and using know-how at ImageTrend's sole discretion; 6) ImageTrend will own all intellectual property resulting from this work; 7) Final UI design may differ slightly from mockups; 8) Software development by its nature has variability and this estimate can't eliminate the variability inherent in this type of work.

Total project cost includes the following: Discovery and Technical Specification, Project Management, Programming/Development, Quality Assurance/Testing, and Implementation/Deployment

Next Steps:

If you approve this High Level Estimate, ImageTrend will work with you to build a formal Statement of Work. This Statement of Work will increase the detail and accuracy of the estimate. Once the formal Statement of Work is complete, approved, and mutually signed, then project timelines can be established and ImageTrend can begin work.

ATTACHMENT H

DATA EXCHANGE AUTHORIZATION

ATTACHMENT H - 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
CARES Distribution	Incidents matching specific criteria for cardiac arrests can automatically be sent to a CARES (Cardiac Arrest Registry to Enhance Survival) endpoint. NOTE: Legacy Data Migration is not included, but is available for an additional cost.	ImageTrend at Lakeville, Minnesota 55044	CARES

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: