Contract Number

20-521

SAP Number

Inland Counties Emergency Medical Agency

Department Contract Representative	Thomas G. Lynch
Telephone Number	(909) 388-5823
Contractor	ImageTrend, Inc.
Contractor Representative	Michael McBrady, CEO
Telephone Number	
Contract Term	July 1, 2020 - June 30, 2025
Original Contract Amount	$819,149.23
Amendment Amount	
Total Contract Amount	$819,149.23
Cost Center	1110002686

IT IS HEREBY AGREED AS FOLLOWS:

This Contract is hereby entered into by and between the **INLAND COUNTIES EMERGENCY MEDICAL AGENCY** (hereinafter referred to as "**ICEMA**"), and **IMAGETREND, INC.** (hereinafter referred to as "**CONTRACTOR**") for Electronic Patient Care Report (ePCR) software and support services. ICEMA and CONTRACTOR are hereinafter collectively referred to as the "Parties".

WHEREAS, ICEMA operates through a Joint Powers Agreement as the local EMS agency for San Bernardino County, pursuant to the California Health and Safety Code, Division 2.5, Chapter 4.

WHEREAS, ICEMA desires to have services performed by CONTRACTOR; and/or

WHEREAS, ICEMA desires to purchase Commercial-Off-The-Shelf Software from CONTRACTOR; and/or

WHEREAS, ICEMA desires to purchase Custom Software Development from CONTRACTOR; and/or

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

NOW, THEREFORE, ICEMA and CONTRACTOR mutually agree to the following terms and conditions:

1. DEFINITIONS

1.1 "Authorized User(s)" means the designated employees, agents and business partners of ICEMA certified EMS providers as listed in Exhibit E - ICEMA Business Partners who operate a workstation that is configured to access and/or utilize the capabilities and features of the Software and who will use the Licensed Information, products and services in conjunction with ICEMA's provision of service to its customers.

1.2 "Business Day" means a single 8 hour period occurring on a Monday, Tuesday, Wednesday, Thursday or Friday, 9:00 am CST to 5:00 pm CST, excluding holidays. Unless specified in a Service Order, CONTACTOR personnel will only perform services during Business Days. Exhibit C - Service Level Agreement will control over this Clause.

1.3 "Business Week" means a five (5) day period, beginning Monday at 9:00 am CST and ending Friday at 5:00 pm CST, excluding holidays.

1.4 "Confidential information" means the proprietary products and trade secrets, including, but not limited to, computer software, code, technical parameters, price lists, customer lists, designs, software documentations, manuals, models and account tables, and any and all information maintained or developed.

1.5 "Commercial Off The Shelf" or "COTS" means pre-designed software products which are made available for sale by CONTRACTOR to many customers. COTS is mutually exclusive to Custom Software or Custom IP.

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

1.7 "Deliverable" means an intangible or tangible product, material, or service produced as a result of a Service Order, and each Deliverable is specified in the corresponding Service Order from which it is produced.

1.8 "Disclosing Party" means the Party disclosing Confidential Information to the other Party, see also Receiving Party.

1.9 "Effective Date" means the date upon which both Parties have signed and executed this Contract by persons having authority to sign and bind their respective organizations.

1.10 "Fixed Fee" means a fixed amount of compensation due in return for a fixed Deliverable.

1.11 "ICEMA Data" means the data that ICEMA's Authorized Users upload to the ICEMA website.

1.12 "Intellectual Property" means any intellectual property or proprietary rights in any jurisdiction, whether owned or held for use under license, whether registered or unregistered, including such rights in and to: (i) trademarks, trade dress, service marks, certification marks, logos, trade names, brand names, corporate names, assumed names and business names ("Trademarks", which term shall include the items described in clause (viii) below); (ii) patents and any and all divisions, continuations, continuations-in-part, reissues, continuing patent applications, reexaminations or extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration and like statutory rights; inventions, invention disclosures, discoveries and improvements, whether patentable or not; (iii) copyrights and works of authorship; (iv) trade secrets (including those trade secrets defined in the Uniform Trade Secrets Act and under corresponding federal, state or foreign statutory or common law), business, technical and know-how information, non-public information,

and confidential information and rights to limit the use or disclosure thereof by any Person; (v) mask works; (vi) moral rights, author's rights or rights of publicity; (vii) claims, causes of action and defenses relating to the enforcement of any of the foregoing; (viii) any applications for registration of any of the foregoing, and all renewals or extensions of any of the foregoing, whether now existing or hereafter arising; and (ix) the goodwill associated with each of the foregoing. For the avoidance of doubt, "Intellectual Property Rights" includes any and all of the foregoing related to computer software, data files, Source Code, Object Code, APIs, manuals, documentation, specifications, databases or other materials or information.

1.13   "Licensed Information" means any information pertaining to the Software which is owned by CONTACTOR and is licensed to ICEMA. Licensed Information includes such information as input form, user manuals and user documentation, interface format and input/output format, and any other materials pertaining to the Software.

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

1.15   "Master Services Contract" means this document excluding Service Orders issued from this document.

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

1.17   "On-Site Hour" means time an hour worked by CONTRACTOR personnel on ICEMA premises, or other premises of ICEMA's choosing that are not CONTRACTOR's corporate offices.

1.18   "Service Order" means the technical document which outlines a mutually agreed upon set of services or Deliverables and associated costs, payment terms, and acceptance procedures.

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

1.20   "Receiving Party" means the Party receiving Confidential Information from the Disclosing Party.

1.21   "The Contract" means collectively this Master Services Contract and all Service Orders issued from this Master Services Contract.

1.22   "Third-Party Materials" means software or other materials owned by a Party other than ICEMA or CONTRACTOR.

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

2.   **TERM OF CONTRACT**

The term of this Contract shall be effective on July 1, 2020 through June 30, 2025, for a period of five (5) years, at a total cost not to exceed $819,149.23, subject to Section 8 - TERMINATION of the Contract.

3.   **FISCAL PROVISIONS**

3.1   The maximum amount of payment under this Contract shall not exceed $819,149.23. The consideration to be paid to CONTRACTOR, as provided herein, shall be in full payment for all CONTRACTOR's services and expenses incurred in the performance hereof, including travel and per diem.

3.2   CONTRACTOR shall receive payment in accordance to ICEMA policy, receipt of deliverables as detailed in Section 4 - CONTRACTOR RESPONSIBILITIES. Each deliverable represents a flat fee to complete the work described. No additional charges will be submitted or paid for these deliverables in the absence of a written Contract amendment.

3.3   Upon completion of each deliverable, and following acceptance of the deliverable by ICEMA, CONTRACTOR shall submit an invoice detailing work completed, including dates for services performed, and the corresponding amount due and payable.

3.4   CONTRACTOR shall accept all payments from ICEMA via electronic funds transfer (EFT) directly deposited into the CONTRACTOR'S designated checking or other bank account. CONTRACTOR shall promptly comply with directions and accurately complete forms provided by ICEMA required to process EFT payments.

3.5   Unless otherwise specified in a Service Order, travel to the continental US shall be billed at a flat $750 when scheduled three (3) weeks and one (1) day or more in advance of the first on-site date, and $1,000 when scheduled 3 weeks or less, per each round-trip per person to destinations of ICEMA's choosing and back ("Round Trip Rate"), plus $149 per diem for accommodations, food, and transportation. Travel outside of the continental US will be quoted by CONTRACTOR upon request. Travel may only be scheduled for a maximum of one business week of Monday through Friday per trip; however, ICEMA may book consecutive trips. Travel scheduling which runs from one business week into a subsequent business week(s) (e.g. start date on Friday at 8:00 am, end date Wednesday at 5:00 pm, "Overlapped Weekend") will result in CONTRACTOR invoicing ICEMA the Round Trip Rate for each Overlapped Weekend. CONTRACTOR's staff will work eight (8) hours each day, except on the first and last day of each trip CONTRACTOR may reserve up to four (4) hours of the Business Day for travel time and such hours will be billable hours invoiced to ICEMA. Travel costs will be invoiced to follow ICEMA and County Procedures.

3.6   Unless otherwise specified in a Service Order, CONTRACTOR's Time and Materials rate is $145.00 per hour.

4.   **CONTRACTOR RESPONSIBILITIES**

4.1   **Project Management**

CONTRACTOR will appoint a project manager with the authority to make certain decisions relevant to the CONTRACT. He/she will have direct access to CONTRACTOR's executive management for resolving problems beyond the project manager's immediate authority.

The project manager will coordinate with ICEMA's project manager through periodic meetings, create the project plan and schedule, review the project and it progress, prepare project reports and review the current task list and upcoming milestones. ICEMA and CONTRACTOR have agreed that the respective project managers will be the points of contact for the Contract.

4.2 Service Orders

A. Creation of Service Orders: The Parties may, from time to time, work together to detail the specific engagement scope, pricing, acceptance criteria, and terms of services to be performed and Deliverables to be delivered by CONTRACTOR. CONTRACTOR will set forth these details as a Service Order. If the Service Order is for the purchase of COTS Software, the Service Order shall also outline the quantity and SKU of each product or service.

B. Limitations of Service Orders: Service Orders may include requirements on ICEMA. Such requirements, when executed as part of a mutual agreed writing, form a material part of this Contract and of the Service Order where the requirement is presented. Additionally, CONTRACTOR may set forth factual assumptions ("Assumption") in each Service Order. Notwithstanding anything in this Contract or the Service Order, a Service Order will be rendered void to the extent that CONTRACTOR is obligated to perform services which are impossible or impracticable. Further, a Service Order will be rendered void to the extent that CONTRACTOR is obligated to perform services materially different than originally set out in that Service Order due to an inaccurate assumption. The Parties will make commercially reasonable efforts to negotiate an alternative or modified Service Order in light of the inaccurate Assumption.

C. Modification of Service Orders: Any modification to the scope or tasks identified within the Service Order that change the work budget by an estimated 16 hours of work or more shall require a new modified written Service Order or written Change Order. CONTRACTOR shall not work on the new tasks in the modified Service Order until ICEMA has provided signed written acceptance of the new Service Order. The Parties may waive this requirement on a case-by-case basis in writing. Modifications requiring less than an estimated 16 hours of work may be proposed and accepted verbally, with such modifications requiring less than 16 hours of work billed on a Time and Materials basis.

D. Fee Model: The Service Order will contain fee and payment terms. The following fee models are contemplated:

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

E. Legal Effect: Service Orders issued under this Master Services Contract are incorporated by reference into this Master Services Contract which collectively is called "the Contract." Service Orders do not override the terms of this Master Services Contract unless specifically stated that they do so. Service Orders may contain their own Fee/Payment Schedules and Payment Terms; those terms are binding insofar as they concern the services or Deliverables contemplated by the Service Order. For Service Orders without their own fee and payment terms, the payment terms in Exhibit B - Support and Maintenance of Existing Products.

F. Customized Software Development: The Parties may mutually agree to a Service Order also known as a Statement of Work for the development of new or custom software, also known as "Modified Off The Shelf" or MOTS. All normal requirements of the Service Order shall apply, but additionally the Parties must work together to mutually define a scope of work which outlines the tasks, and their timelines, to be undertaken as part of the project. Any Customized Software or MOTS Software developed under this Contract will be Intellectual Property owned by CONTRACTOR. Should ICEMA desire ownership of any Intellectual Property developed by CONTRACTOR, this must be embodied by a separate, mutually executed contract. For clarity, ICEMA shall not and will not own any CONTRACTOR's Intellectual Property under any circumstance under this Contract. ICEMA may only receive a license thereto as outlined in each Service Order.

G. Recurring Software Support And Maintenance: Any recurring fees under this Contract or its Service Orders will increase by 2% of the then-current price each year beginning on the first Anniversary of the Effective Date of this Contract.

4.3 Performance of Services

A. Commencement: CONTRACTOR shall begin services described in the Service Order subsequent mutual signed execution the Service Order. No services shall begin before mutual signed and written final acceptance of each Service Order.

B. Use Of Know How: CONTRACTOR shall use its know-how, Intellectual Property, talent, skills, and employees to perform the services. ICEMA shall conditionally receive a license to any and all pre-existing CONTRACTOR's Intellectual Property and Know-How used in the creation of Deliverables and delivery of services as outlined below in Section 11 "Data and Intellectual Property" and Exhibit A - Software Licensing Terms.

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

D. Acceptance of Services and Deliverables: CONTRACTOR shall deliver completed Deliverables and services to ICEMA for acceptance. After delivery of the Deliverable or performance of the service, ICEMA shall have no more than ninety (90) days to: 1) accept the deliverable or service, or 2) reject the deliverable or service by providing a written rejection that reasonably sets forth the reason for the rejection and the changes required to gain ICEMA's acceptance, or 3) provide a written request for a thirty (30) additional day extension to review the Deliverable or service; CONTRACTOR shall not unreasonably withhold approval of such thirty (30) day extension. If ICEMA does not provide an acceptance within the above time frame inclusive of extensions, the Deliverable or service will be deemed accepted. After delivery of the fourth revision of the service or Deliverable, the service or Deliverable shall be deemed accepted by ICEMA. Notwithstanding the previous, should a Deliverable fail to materially conform to its specification, Statement of Work, or other design guideline, the ICEMA's rejection shall not count towards the four rejection limit.

E. Notification Regarding Performance: In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under the Contract, the CONTRACTOR shall notify ICEMA within one (1) working day, in writing and by telephone or fax.

5. ICEMA RESPONSIBILITIES

5.1 Project Management

ICEMA will assign a project manager as ICEMA's principal contact for this Contract, and to coordinate the activities of a team of applicable personnel designated to contribute to the implementation of the Contract.

ICEMA's project manager coordinates ICEMA resources to complete tasks and activities that are ICEMA's responsibility for the Contract. The ICEMA project manager is the CONTRACTOR's primary point of contact with ICEMA. Activities include management of ICEMA's staff; facilitating project schedules and meetings; timely approval and processing of invoices.

5.2 ICEMA will host the application and databases on their infrastructure provided and configured to the CONTRACTOR's recommended specifications.

5.3 ICEMA will host the National Trauma data set and any State specific fields. Also data fields will be cross-referenced to ICD-10 and NHTSA V3.4.0 data set for pre-population of trauma incidents upon transport to trauma facilities and for data linkage efficiencies.

5.4 If during any of the testing ICEMA determines that a Product or Service does not perform in accordance with the Statement of Work, the CONTRACTOR's Support Team shall be notified, setting forth the defects noted with specifically as requested by the CONTRACTOR.

6. GENERAL CONTRACT REQUIREMENTS

6.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

6.2 Contract Amendments

CONTRACTOR agrees any alterations, variations, modifications, or waivers of the provisions of the CONTRACT, shall be valid only when reduced to writing, executed and attached to the original CONTRACT and approved by the person(s) authorized to do so on behalf of CONTRACTOR and ICEMA.

6.3 Contract Assignability

Without the prior written consent of ICEMA, the CONTRACT is not assignable by CONTRACTOR either in whole or in part.

6.4 Contract Exclusivity

This is not an exclusive CONTRACT. ICEMA reserves the right to enter into a contract with other contractors for the same or similar services. ICEMA does not guarantee or represent that the CONTRACTOR will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this CONTRACT.

6.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any Party's rights hereunder, each Party shall bear its own costs and attorney fees, regardless of who is the prevailing Party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a Party hereto and payable under Indemnification and Insurance Requirements.

6.6 Reserved.

6.7 **Change of Address**

CONTRACTOR shall notify ICEMA in writing, of any change in mailing address within ten (10) business days of the change.

6.8 **Choice of Law**

This CONTRACT shall be governed by and construed according to the laws of the State of California.

6.9 Reserved.

6.10 **Confidentiality**

CONTRACTOR shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this CONTRACT, except for statistical information not identifying any participant. CONTRACTOR shall not use or disclose any identifying information for any other purpose other than carrying out the CONTRACTOR's obligations under this CONTRACT, except as may be otherwise required by law. This provision will remain in force even after the termination of the CONTRACT.

The Parties shall comply with applicable Federal, State, and local laws, rules, and regulations, and ICEMA policies and procedures in effect at the inception of this CONTRACT or that become effective during the term of this CONTRACT, including, but not limited to, facility and professional licensing, and or certification laws and regulations, the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. section 1320d et seq.), and the Emergency Medical Treatment and Active Labor Act (42 U.S.C. section 1395dd).

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

B.	Confidentiality Obligations: Each Party agrees to keep confidential all confidential information disclosed to it by the other Party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that the provisions of this Section 6 shall not apply to information which: (i) is in the public domain; (ii) has been acquired by a Party by means other than the disclosure of the information by the Disclosing Party; (iii) is duly obtained by a Party directly or indirectly from a third-party who has independently developed the information and is entitled to disclose the information to the Party, and such disclosure does not directly or indirectly violate the confidentiality obligation of such third-party; or (iv) becomes known publicly, without fault on the part of a Party, subsequent to the receipt of the information by Party.

C.   Business Associate Relationship: Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information.   The HIPAA Privacy Rule and Security Rule specify requirements with respect to contracts between a Covered Entity and its Business Associates. CONTRACTOR shall execute and comply with the attached Business Associate Agreement (Exhibit D). CONTRACTOR further agrees to comply with the requirements of other federal and state law that applies to the information collected and maintained by CONTRACTOR for Services performed pursuant to the Contract.

D.   Survival: This Section 6 shall survive the termination of this Contract or of any license granted under this Contract.

6.11   Primary Point of Contact

CONTRACTOR will designate an individual to serve as the primary point of contact for the CONTRACT.   CONTRACTOR or designee must respond to ICEMA inquiries within two (2) business days.   CONTRACTOR shall not change the primary contact without written acknowledgement to ICEMA. CONTRACTOR will also designate a back-up point of contact in the event the primary contact is not available.

6.12   Reserved.

6.13   ICEMA Representative

The EMS Administrator of his/her designee shall represent ICEMA in all matters pertaining to the services to be rendered under this CONTRACT, including termination and assignment of this CONTRACT, and shall be the final authority in all matters pertaining to the Services/Scope of Work by CONTRACTOR. If this CONTRACT was initially approved by the ICEMA Board of Directors, then the ICEMA Board of Directors must approve all amendments to this CONTRACT.

6.14   Reserved.

6.15   Debarment and Suspension

CONTRACTOR certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website https://www.sam.gov). CONTRACTOR further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

6.16   Reserved.

6.17   Duration of Terms

This CONTRACT, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective Parties, provided no such assignment is in violation of the provisions of this Contract.

6.18   Employment Discrimination

During the term of the CONTRACT, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex,

gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. CONTRACTOR shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

6.19   Environmental Requirements

In accordance with County Policy 11-08, ICEMA and/or the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. ICEMA requires CONTRACTOR to use recycled paper for any printed or photocopied material created as a result of this CONTRACT. CONTRACTOR is also required to use both sides of paper sheets for reports submitted to ICEMA whenever practicable.

To assist ICEMA and/or the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), CONTRACTOR must be able to annually report the County's environmentally preferable purchases. CONTRACTOR must also be able to report on environmentally preferable goods and materials used in the provision of their service to ICEMA.

6.20   Improper Influence

CONTRACTOR shall make all reasonable efforts to ensure that no ICEMA and/or County officer or employee, whose position in ICEMA enables him/her to influence any award of the CONTRACT or any competing offer, shall have any direct or indirect financial interest resulting from the award of the CONTRACT or shall have any relationship to the CONTRACTOR or officer or employee of the CONTRACTOR.

6.21   Improper Consideration

CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of ICEMA in an attempt to secure favorable treatment regarding this CONTRACT.

ICEMA, by written notice, may immediately terminate this CONTRACT if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of ICEMA with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

CONTRACTOR shall immediately report any attempt by an ICEMA employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR. The report shall be made to the supervisor or manager charged with supervision of the employee or ICEMA. In the event of a termination under this provision, ICEMA is entitled to pursue any available legal remedies.

6.22   Informal Dispute Resolution

In the event ICEMA determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this CONTRACT or breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties.

6.23 Legality and Severability

The Parties' actions under the CONTRACT shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this CONTRACT are specifically made severable. If a provision of the CONTRACT is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

6.24 Licenses, Permits and/or Certifications

CONTRACTOR shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The CONTRACTOR shall maintain these licenses, permits and/or certifications in effect for the duration of this CONTRACT. CONTRACTOR will notify ICEMA immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this CONTRACT.

6.25 Material Misstatement/Misrepresentation

If during the course of the administration of this CONTRACT, ICEMA determines that CONTRACTOR has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to ICEMA, this CONTRACT may be immediately terminated. If this CONTRACT is terminated according to this provision, ICEMA is entitled to pursue any available legal remedies.

6.26 Mutual Covenants

The Parties to this CONTRACT mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

6.27 Reserved.

6.28 Notice of Delays

Except as otherwise provided herein, when either Party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this CONTRACT, that Party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other Party.

6.29 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by CONTRACTOR pursuant to the CONTRACT shall be considered property of ICEMA upon payment for services (and products, if applicable). All such items shall be delivered to ICEMA at the completion of work under the CONTRACT, subject to the requirements of Section I - Term of the CONTRACT. Unless otherwise directed by ICEMA, CONTRACTOR may retain copies of such items.

6.30 Reserved.

6.31 Air, Water Pollution Control, Safety and Health

CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this CONTRACT.

6.32 Records

CONTRACTOR shall maintain all records and books pertaining to the delivery of services under this CONTRACT and demonstrate accountability for CONTRACT performance. All records shall be complete and current and comply with all CONTRACT requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the CONTRACT.

All records relating to the CONTRACTOR's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this CONTRACT shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

6.33 Relationship of the Parties

Nothing contained in this CONTRACT shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

6.34 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the CONTRACT or CONTRACTOR's relationship with ICEMA and/or County may be made or used without prior written approval of ICEMA.

6.35 Representation of ICEMA

In the performance of this CONTRACT, CONTRACTOR, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of ICEMA.

6.36 Strict Performance

Failure by a Party to insist upon the strict performance of any of the provisions of this CONTRACT by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this CONTRACT thereafter.

6.37 Subcontracting

CONTRACTOR agrees not to enter into any subcontracting agreements for work contemplated under the CONTRACT without first obtaining written approval from ICEMA. Any subcontracting shall be subject to the same terms and conditions as CONTRACTOR. CONTRACTOR shall be fully responsible for the performance and payments of any subcontractor's Contract.

6.38 Reserved.

6.39 Reserved.

6.40 Time of the Essence

Time is of the essence in performance of this CONTRACT and of each of its provisions.

6.41 Venue

The Parties acknowledge and agree that this CONTRACT was entered into and intended to be performed in San Bernardino County, California. The Parties agree that the venue of any action or claim brought by any Party to this CONTRACT will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each Party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this CONTRACT is brought by any third-party and filed in another venue, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

6.42 Conflict of Interest

CONTRACTOR shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and ICEMA. CONTRACTOR shall make a reasonable effort to prevent employees, CONTRACTOR, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event ICEMA determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by ICEMA and such conflict may constitute grounds for termination of the CONTRACT. This provision shall not be construed to prohibit employment of persons with whom CONTRACTOR's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

6.43 Former County Administrative Officials

CONTRACTOR agrees to provide, or has already provided information on former ICEMA and/or County of San Bernardino administrative officials (as defined below) who are employed by or represent CONTRACTOR. The information provided includes a list of former County administrative officials who terminated ICEMA and/or County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of CONTRACTOR. For purposes of this provision, "ICEMA and/or County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

6.44 Disclosure of Criminal and Civil Procedures

ICEMA reserves the right to request the information described herein from the CONTRACTOR. Failure to provide the information may result in a termination of the CONTRACT. ICEMA also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The CONTRACTOR also may be requested to provide information to clarify initial responses. Negative information discovered may result in CONTRACT termination.

CONTRACTOR is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the

response is affirmative, the CONTRACTOR will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the CONTRACTOR is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the CONTRACTOR will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to ICEMA. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

6.45   Copyright

ICEMA shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this CONTRACT including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this CONTRACT shall acknowledge ICEMA as the funding agency and CONTRACTOR as the creator of the publication. No such materials, or properties produced in whole or in part under this CONTRACT shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of ICEMA. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this CONTRACT must be filed with ICEMA prior to publication.

6.46   Reserved.

6.47   Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars ($1,000,000) or more). In accordance with Public Contract Code section 2204(a), the CONTRACTOR certifies that at the time the CONTRACT is signed, the CONTRACTOR signing the CONTRACT is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the CONTRACTOR to civil penalties, termination of existing CONTRACT, and ineligibility to bid on a CONTRACT for a period of three (3) years in accordance with Public Contract Code section 2205.

6.48   Reserved.

6.49   Reserved.

6.50   Public Health Authority

ICEMA is a public health authority as that term is defined in 45 CFR 164.501, and is authorized by law to collect and receive protected health information as set forth in 45 CFR 164.512.

6.51 No Third-Party Beneficiaries

The Parties do not intend to confer and this CONTRACT shall not be construed to confer any rights to any person, group, corporation or entity other than the Parties.

7. INDEMNIFICATION AND INSURANCE REQUIREMENTS

7.1 Indemnification

The CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless ICEMA and/or the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by ICEMA and/or the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The CONTRACTOR indemnification obligation applies to the ICEMA and/or County's "active" as well as "passive" negligence but does not apply to ICEMA and/or the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

7.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming ICEMA and/or the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for ICEMA and/or the County to vicarious liability but shall allow coverage for ICEMA and/or the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

7.3 Waiver of Subrogation Rights

The CONTRACTOR shall require the carriers of required coverages to waive all rights of subrogation against ICEMA and/or the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the CONTRACTOR and CONTRACTOR's employees or agents from waiving the right of subrogation prior to a loss or claim. The CONTRACTOR hereby waives all rights of subrogation against ICEMA and/or the County.

7.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by ICEMA and/or the County.

7.5 Severability of Interests

The CONTRACTOR agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the CONTRACTOR, ICEMA and/or the County or between ICEMA and/or the County and any other insured or additional insured under the policy.

7.6 Proof of Coverage

The CONTRACTOR shall furnish Certificates of Insurance to ICEMA and/or the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to ICEMA, and CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the CONTRACTOR shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

7.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

7.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

7.9 Failure to Procure Coverage

In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, ICEMA and/or the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by ICEMA and/or the County will be promptly reimbursed by the CONTRACTOR or ICEMA payments to the CONTRACTOR will be reduced to pay for ICEMA and/or County purchased insurance.

7.10 Insurance Review

Insurance requirements are subject to periodic review by ICEMA and/or the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of ICEMA and/or the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against ICEMA and/or the County, inflation, or any other item reasonably related to ICEMA's and/or the County's risk.

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

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

7.11 The CONTRACTOR agrees to provide insurance set forth in accordance with the requirements herein. If the CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the CONTRACTOR shall secure and maintain throughout the Contract term the following types of insurance with limits as shown:

7.11.1 Workers' Compensation/Employer's Liability - A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the CONTRACTOR and all risks to such persons under this contract.

If CONTRACTOR has no employees, it may certify or warrant to ICEMA and/or the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

7.11.2 Commercial/General Liability Insurance - The CONTRACTOR shall carry General Liability Insurance covering all operations performed by or on behalf of the CONTRACTOR providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

   A. Premises operations and mobile equipment.
   B. Products and completed operations.
   C. Broad form property damage (including completed operations).
   D. Explosion, collapse and underground hazards.
   E. Personal injury.
   F. Contractual liability.
   G. $2,000,000 general aggregate limit.

7.11.3 Automobile Liability Insurance - Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If the CONTRACTOR is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

If the CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

7.11.4 Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary

coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

7.11.5 <u>Professional Liability</u> - Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim and two million ($2,000,000) aggregate limits

<div align="center">**or**</div>

<u>Errors and Omissions Liability Insurance</u> - Errors and Omissions Liability Insurance with limits of not less than one million ($1,000,000) and two million ($2,000,000) aggregate limits

<div align="center">**or**</div>

<u>Directors and Officers Insurance</u> coverage with limits of not less than one million ($1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of ICEMA and/or the County.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

7.11.6 Cyber Liability Insurance - CONTRACTOR, at its sole cost and expense, shall care Cyber Liability Insurance with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect ICEMA/the involved County entities and cover breach response cost as well as regulatory fines and penalties.

8. TERMINATION

8.1 <u>Termination</u>: Either Party may terminate this Contract upon giving the other Party one hundred and eighty (180) days prior written notice to the other Party in addition to any other remedy or right contained in this Contract. This right of termination is additive to other rights of termination identified within this Contract and does not preclude the exercise of those other rights.

8.2 <u>Government Funding</u>: Continuation of this Contract is subject to the appropriation of funds for such purpose by ICEMA Board of Directors. If funds for continued payment are not appropriated, ICEMA may terminate this project and CONTRACTOR will relieve ICEMA of any further obligation under this Contract.

8.3 <u>Effect of Termination</u>: Upon the expiration or termination of this Contract, the Parties shall:

A. Immediately pay to the other all amounts due under this Contract; CONTRACTOR will refund to ICEMA a prorated amount of any use or prepaid charges for the Licensed Products and/or Services, including technical support charges.

B. Subject to any Indemnification and Insurance Requirement expressed in section 7 surviving the term of this Contract, and except as covered in Section 6.10, CONTRACTOR shall not be liable for any post-termination claims, actions, losses, damages and/or liability arising out of ICEMA's unauthorized or unlicensed post-termination use of any Deliverable (except New IP as set forth in Section 11.2) or Licensed Information under the Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by ICEMA and/or the County on account of any claim.

C.   Any and all post-termination service, maintenance, updates, and support shall require a written Statement of Work ("Post-Termination Services") unless such Post-Termination Services already have been paid for during the term of the Contract. All Post-Termination Services will be provided by CONTRACTOR at their then current hourly custom development rates. Payment for all Post-Termination Services shall be due with 30 days of CONTRACTOR's invoice date.

D.   ICEMA shall be prohibited from any and all sublicensing, reproduction, distribution or preparing of derivative works of CONTRACTOR's Pre-Existing IP. Without limiting the foregoing, ICEMA may not access or manipulate CONTRACTOR's Source Code. To the extent that this Section 8.3(D) conflicts with any other provisions of the Contract, this Section 8.3(d) shall be controlling.

E.   Notwithstanding anything to the contrary herein, each Party shall have the right to terminate the Contract, including all exhibits then in effect, at the end of the initial term or any renewal term, by written notice at least one hundred and eighty (180) days in advance of the last day of the initial term or any renewal term thereafter.

9.   CORRECTION OF PERFORMANCE DEFICIENCIES

9.1   Failure by either Party to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

9.2   In the event of a non-cured breach, ICEMA may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

A.   Afford CONTRACTOR thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of ICEMA; and/or

B.   Terminate this Contract for cause, by giving written notice specifying the effective date and reason which shall be not less than fifteen (15) days after the delivery of the written notice.

10.   LIMITATION OF LIABILITY

Each Party shall not, under any circumstances, be liable to the other Party for consequential, indirect, incidental, special, punitive, or exemplary damages or losses arising out of or related to this Contract, even if that Party is advised of the likelihood of such damages occurring. Contractor's liability for any damages arising out of or in any manner related to this Contract shall be limited to claims not exceeding $1,000,000.00 (including, but not limited to, claims for breach of contract, breach of warranty, negligence, strict liability, or tort). This limitation of liability shall not apply to claims arising out of (1) obligations of indemnity; (2) applicable insurance coverage; (3) breach of obligations of confidentiality and non-disclosure; (3) violation of law; (4) or gross negligence or willful misconduct.

11.   DATA AND INTELLECTUAL PROPERTY

11.1   ICEMA Data: All ICEMA data provided to CONTRACTOR remains at all times the property of the ICEMA unless otherwise specified by a Service Order. CONTRACTOR will not to use or make available any personally identifiable information or patient health information other than for performing the services outlined in a Service Order, and for use in an aggregated manner to monitor, operate, and conduct statistical analyses relevant to the application's proper functioning and maintenance. CONTRACTOR will not in any way transfer to any third-party any Confidential Information of ICEMA.

11.2   Grant of License to CONTRACTOR's Pre-existing IP and Ownership of New IP: All Intellectual Property Rights connected to the CONTRACTOR pre-existing materials such as architectural

structure, modules, processes, and Know-How that may be used in Deliverables ("Pre-existing IP"), shall remain owned by CONTRACTOR . CONTRACTOR agrees to grant to ICEMA a royalty-free, worldwide, transferable, non-exclusive, use license for these architectural structures, modules, and processes that may be used solely in conjunction with the Deliverables and services performed under Service Orders and in accordance with the license selected below at Exhibit A, conditioned upon full payment of the Service Order from which the Deliverable containing Pre-Existing IP originates. This license may not be transferred, and ICEMA may not sublicense, use, reproduce, distribute or prepare derivative works of CONTRACTOR's Pre-Existing IP except to the extent strictly necessary to fulfill the purpose of a Service Order. New Deliverables utilizing the same Pre-Existing IP may require another license for that new Deliverable. New Custom Intellectual Property developed by the Parties in the course of performing a Service Order shall be owned by the Party that developed the Intellectual Property and in the case of derivative works, it shall be owned by the Party who owns the work from which the derivative is made, or as otherwise set forth in the Service Order. In the case of CONTRACTOR's Software products licensed per Exhibit A, CONTRACTOR shall own all Intellectual Property related to or arising out of any Service Order which licenses those products or Pre-Existing IP. Notwithstanding the last sentence, where a Service Order is directed towards creation of a Deliverable(s) for ICEMA, to the extent new Intellectual Property is embodied by or contained within the Deliverable(s), ICEMA shall own such Intellectual Property as a Work Made for Hire and CONTRACTOR hereby assigns and grants all other Intellectual Property rights embodied by and contained within such Deliverable(s).

12.   NOTICES

Any notice required to be given by either Party to the other shall be deemed given if in writing on the date of receipt, or actual or attempted delivery, and if deposited in the United States mail, shall be sent in registered or certified form with return receipt requested, postage prepaid, addressed to the notified Party at the address set forth below, or to such other address as a Party may designate from time to time by means of notice given hereunder to the other Party.

All written notices provided for in this Contract or which either Party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other Party as follows:

To ICEMA:

EMS Administrator
ICEMA
1425 South "D" Street
San Bernardino, CA 92415-0060

To CONTRACTOR:

Michael McBrady, CEO
ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville, MN 55044

Notice shall be deemed communicated two (2) working days from the time of mailing if mailed as provided in this paragraph.

13. ENTIRE CONTRACT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive Contract between the Parties hereto. Any prior contract, agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any Party or any representative of any Party other than those expressly contained herein. Each Party has carefully read this Contract and signs the same of its own free will.

14. ELECTRONIC SIGNATURE COUNTERPARTS

This CONTRACT may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same CONTRACT. The Parties shall be entitled to sign and transmit an electronic signature of this CONTRACT (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other Party an original signed CONTRACT upon request.
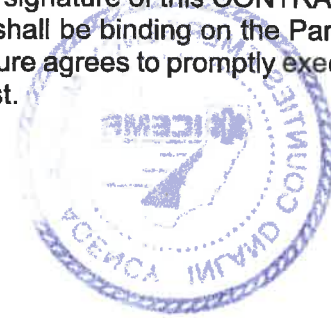
IN WITNESS THEREOF, ICEMA and CONTRACTOR have each caused this CONTRACT to be subscribed by its respective duly authorized officers, on its behalf.

INLAND COUNTIES EMERGENCY MEDICAL AGENCY

► _____

Curt Hagman, Chairman, Board of Directors

Dated: JUN 2 3 2020

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell, Secretary

By _____
Deputy

IMAGETREND, INC.

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Joseph T. Graw
(Print or type name of person signing contract)

Title President
(Print or Type)

Dated: 6/10/2020

Address 20855 Kensington Blvd
Lakeville MN 55044

EXHIBIT A - SOFTWARE LICENSING TERMS

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

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

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

"Incident(s)" means an instance where ICEMA sends a vehicle to a potential or actual patient.

1. GRANT OF LICENSE TO SOFTWARE

   Each Service Order for the sale of Software Licenses shall outline which of the below licenses are being granted by the Service Order. The license selection will be evidenced by the title of each SKU in the Service Order, e.g., "Elite EMS SaaS" shall be licensed under the Software as a Service License below. If the license is not apparent by the name of the SKU, then the license shall default to Software as a Service.

   These licensing terms apply only to new Service Orders issued under this CONTRACT and do not affect, modify, or reduce existing rights to licenses possessed by ICEMA in any way. Specifically, Exhibit E - ICEMA Business Partners from Contract #1816 approved on November 15, 2011, and its subsequent amendments between ICEMA and IMAGETREND, is hereby incorporated by reference and extended under the same terms as provided in Contract #1816, Section 7.

Name of License	Terms of License
Software as a Service License (SaaS) or Integration as a Service (IaaS	IMAGETREND hereby grants ICEMA a non-exclusive, non-transferable license to use the IMAGETREND Software product(s) listed in the SERVICE ORDER for such time as listed in said SERVICE ORDER. During the term of the SERVICE ORDER, ICEMA shall have access to the Software, which will be installed on servers at the IMAGETREND hosting facility and subject to the Service Level Agreement (Exhibit C) attached. All copies of the Software and/or Licensed Information in any form provided by IMAGETREND to ICEMA hereunder are the sole property of IMAGETREND and/or its suppliers, and that ICEMA shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this CONTRACT.
ImageTrend Hosted License	IMAGETREND will grant ICEMA a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the IMAGETREND Software product(s) listed in the SERVICE ORDER. ICEMA shall have access to the Software, which will be installed on servers at the IMAGETREND hosting facility and subject to the Service Level Agreement (Exhibit C) attached. All copies of the Software and/or Licensed Information in any form provided by IMAGETREND to ICEMA hereunder are the sole property of IMAGETREND and/or its suppliers, and that ICEMA shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this CONTRACT.
ICEMA Hosted License	IMAGETREND will grant ICEMA a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the IMAGETREND Software product(s) listed in the SERVICE ORDER. ICEMA shall have access to the Software, which will be installed on servers at the ICEMA hosting facility and subject to the Service Level

	Agreement (Exhibit C) attached. All copies of the Software and/or Licensed Information in any form provided by IMAGETREND to ICEMA hereunder are the sole property of IMAGETREND and/or its suppliers, and that ICEMA shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this CONTRACT.
	Initial set up will require direct access to ICEMA servers by IMAGETREND personnel. However, after the installation is complete, management of non- IMAGETREND software, operating systems, ancillary systems and the responsibility for keeping non- IMAGETREND software updated will be the sole responsibility of ICEMA. IMAGETREND disclaims any and all liability arising out of out-of-date or otherwise insufficiently maintained non- IMAGETREND software or hosting environment.
Other License	Other licenses are contemplated. The terms of such license must be detailed and mutually agreed in the Service Order which affects the license.

2. IMAGETREND ELITE DATA MARTS NON EXCLUSIVE USE LICENSE
   In accordance with the terms and conditions hereof, IMAGETREND agrees to grant the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools, unless an "Elite Data Mart License" included and detailed in a SERVICE ORDER. Absent that license, this CONTRACT does not give the CUSTOMER the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other tools or mechanisms. Direct access to ImageTrend Elite Data Marts is available via the aforementioned separately priced product and service offering from IMAGETREND.

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

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

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

4. INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING
   A. IMAGETREND shall provide ICEMA with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services.
   B. "Train-the-trainer" training for administrators as detailed in each Service Order. Additionally, online training videos and user guides in electronic format will be made available.
   C. IMAGETREND will provide installation instructions and assistance for installation of the Software on ICEMA's Servers. ICEMA agrees to ensure that IMAGETREND will have unlimited server access.
   D. Introductory training relating to the Software

5. WARRANTIES
   A. PERFORMANCE.
      IMAGETREND warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than IMAGETREND and its agents make any unauthorized amendment or change to the Software in any manner.

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

   C. LIMITATIONS ON WARRANTY.
      All of IMAGETREND's obligations under this Section 9 shall be contingent on ICEMA's use of the Software in accordance with this CONTRACT and in accordance with IMAGETREND's instructions as provided by IMAGETREND in the Licensed Information, and as such instructions may be amended, supplemented, or modified by IMAGETREND from time to time. IMAGETREND shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field.

      THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE ONLY WARRANTIES MADE BY IMAGETREND WITH RESPECT TO THE SOFTWARE AND SUPERSEDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND WARRANTIES FOR ANY SPECIAL PURPOSE.

6. MAINTENANCE
   IMAGETREND shall provide scheduled updates and new releases for the Software, as well as defect correction as needed per the Service Level Agreement (Exhibit C) attached. Specific out-of-scope system enhancement requests are not included.

EXHIBIT B - SUPPORT AND MAINTENANCE OF EXISTING PRODUCTS

IMAGETREND's license and annual support fees are not based upon annual incidents as provided by ICEMA. IMAGETREND reserves the right to audit the annual incident volume.

Recurring Fee Pricing Agreement

Product Description	Units	Price Per Quarter	Extended
Elite EMS Quarterly Support	4	$6,579.00	$26,316.00
Elite Field Quarterly Support	4	$4,896.00	$19,584.00
Patient Registry Quarterly Support	4	$4,284.00	$17,136.00
Elite EMS Visual Informatics Quarterly Support	4	$1,958.40	$7,833.60
Elite EMS CAD Integrations Quarterly Support - 2 integrations	4	$816.00	$3,264.00
State Patient Registry Quarterly Support - State Trauma Data (NTDB) Repository Ongoing	4	$6,375.00	$25,500.00
Elite EMS Quarterly Support - State Data (NEMSIS) Repository Ongoing	4	$6,375.00	$25,500.00
Patient Registry Stroke Form Quarterly Support Fee by State of California - Terminates October 1, 2020	4	$0.00	$0.00
Patient Registry Stroke Form Quarterly Support	4	$1,020.00	$4,080.00
Patient Registry STEMI Form Quarterly Support	4	$734.40	$2,937.60
Elite Rescue Quarterly Support	4	$1,020.00	$4,080.00
Critical Care Quarterly Support	4	$2,295.00	$9,180.00
EDS Licensure Quarterly Support	4	$2,692.80	$10,771.20
EDS Licensure Quarterly Support - Payment Gateway (Bank of America) Integration	4	$306.00	$1,224.00
Year 1 - 2020 (July 1, 2020 thru June 30, 2021)			
Total Recurring Fees 2020 (2% escalation =)	**4**	**$39,351.60**	**$157,406.40**
Year 2 - 2021 (July 1, 2021 thru June 30, 2022)			
Total Recurring Fees 2021 (2% escalation)	**4**	**$40,138.63**	**$160,554.53**
Year 3 - 2022 (July 1, 2022 thru June 30, 2023)			
Total Recurring Fees 2022 (2% Escalation)	**4**	**$40,941.40**	**$163,765.62**
Year 4 - 2023 (July 1, 2023 thru June 30, 2024)			
Total Recurring Fees for 2023 (2% Escalation)	**4**	**$41,760.23**	**$167,040.93**
Year 5 - 2024 (July 1, 2024 thru June 30, 2025)			
Total Recurring Fees for 2024 (2% Escalation)	**4**	**$42,595.44**	**$170,381.75**
TOTAL YEAR 1 - 5			**$819,149.23**

Optional*	Units	Price	Extended
Out of Scope billed at $175 /Hour		$ 175.00	
Onsite Training Sessions at $1,400 /day		$1,400.00	
Travel per Trainer (for Onsite Training at ICEMA's Facility Training)*** at $1,750 /trainer/trip		$1,750.00	
Webinar Training Sessions (up to 2 hour session M-F during ImageTrend's Standard Business Hours) $350 /session		$ 350.00	

* ICEMA may elect to purchase additional services as set forth in the options identified above at any time during the contract term. ICEMA shall exercise said options by written notice to IMAGETREND. The prices above are valid for one year from contract signature.

Payment Terms

    a. Payments are due within 60 days of receipt of Invoice by ICEMA.
    b. Upon acceptance and signature of the Contract, quarterly billing will continue as outlined above.
    c. ICEMA agrees IMAGETREND may charge to ICEMA a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts.

Statements/Invoices Mailed To

Inland Counties Emergency Medical Agency (ICEMA)
1425 South D Street
San Bernardino, CA 92415-0060
Attention: Michelle Simpson / Mark Roberts

ImageTrend Salesperson Contact

Joe Robinson
952-469-1589
jrobinson@imagetrend.com
contracts@imagetrend.com

EXHIBIT C - SERVICE LEVEL AGREEMENT

Perpetual Use License, ICEMA Hosted Solution, Version 4.1

This agreement exists for the purpose of creating an understanding between ImageTrend and ICEMA who elect to host the application on their own servers. It is part of our guarantee for exceptional service levels for as long as the system annual support fee is contracted. This Service Level Agreement (SLA) applies to any site or application hosted on ICEMA's network as contracted.

1. Hosting at the ICEMA's Datacenter

ICEMA has elected to host the software application on their servers which includes ICEMA installation and support services along with infrastructure availability to acceptable levels established by ImageTrend. ICEMA agrees to maintain at least the minimum then current system requirements for application usage, as detailed in the recommended System Specifications by ImageTrend.

Remote Access Agreement

Required Access
ImageTrend requires VPN access for all ICEMA-hosted solutions. A Cisco VPN ICEMA is preferred. This includes user permissions that allows ImageTrend perform all necessary configuration and support tasks for both web servers and database servers.

Required Management Tools
Microsoft SQL Server Management Studio should be installed by ICEMA and available.

Responsibilities Agreement

ICEMA Server Support
ICEMA will be responsible for maintaining their hosted infrastructure including: performance tuning, maintenance, and security.

ICEMA will be responsible for software licensing for all 3rd party applications required for ImageTrend applications to work properly (see server specifications for details).

ICEMA will be responsible for both hardware and software updates needed to meet or exceed the currently supported specifications for ImageTrend applications (see the minimum then current recommended server specifications for details). This includes, but not limited to, hardware (CPU, RAM, and Disk Space) and software (MS SQL, ColdFusion/LUCEE or Java, .NET Framework).

ImageTrend Server Support Responsibilities
ImageTrend will be responsible for the initial installation and regular version updates to ImageTrend software.

ImageTrend will be responsible for the initial configuration of Adobe ColdFusion/LUCEE Server and IIS settings needed specifically for ImageTrend applications. ICEMA will be responsible for ongoing Adobe ColdFusion/LUCEE Server and IIS maintenance.

Incident Support (Optional)
ICEMA can contract with ImageTrend for Hosting Support services at the then applicable standard rates to perform trouble-shooting related to ImageTrend applications during normal business hours and scheduled with ICEMA.

Emergency Incident Support (Optional)
In the event that ICEMA needs emergency support related specifically to their infrastructure related to ImageTrend applications 1) outside of normal business hours or 2) needs immediate attention (non-scheduled work order), ICEMA can contract with ImageTrend for Hosting Support services at the then applicable extended support rates.

Exhibit C - Service Level Agreement   Page 1 of 5

Additional Usability Testing Environment (UTE) (Optional)
If ICEMA requests support and maintenance on an additional UTE, additional support costs will be applied. The above requirements and responsibilities will be applicable to UTE as well.

2. Application Usage Support

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

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

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

ImageTrend's Support Team is available 24/7 at www.imagetrend.com/support as well as Monday through Friday from 8:00 am to 5:30 pm CST at:
Toll Free: 1-888-730-3255
Phone: 952-469-1589

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

Incident Reporting Malfunctions
ImageTrend takes efforts to correct ImageTrend application malfunctions that are documented and reported by ICEMA. ImageTrend acknowledges receipt of a malfunction report from ICEMA and acknowledges the disposition and possible resolution thereof according to the chart below. ICEMA agrees to follow the severity level categorization as below, and to not escalate tickets simply to decrease response time for issues which do not meet the severity level definition.

Severity Level	Examples of each Severity Level	Notification Acknowledgement: ImageTrend Return Call to Licensee after Initial Notification of an Error	Action Expectation: Anticipated Error Resolution Notification After ImageTrend Return Call to Licensee of Notification Acknowledgement of an Error
Critical/Site Down	• Complete shutdown or partial shutdown of one or more critical Software functions • Access to one or more critical Software functions not available • Major subset of Software application impacted	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six (6) hours

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Medium	• Minor subsystem failure • Data entry or access impaired on a limited basis - usually can be delegated to local ICEMA contact as a first level or response for resolution - usually user error (i.e., training) or forgotten passwords	Within four (4) hours of initial notification	24 Business hours
Low	• System operational with minor issues; suggested enhancements as mutually agreed upon - typically covered in a future version release as mutually agreed upon	Same day or next business day of initial notification	Future Release

Service Requests (enhancements)

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

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

Out of Scope

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

Maintenance and Upgrades

System/product maintenance and upgrades, if applicable, are included in the ongoing support and warranty as contracted. These ensure continued attention to product performance and general maintenance. Scheduled product upgrades include enhancements and minor and major product changes. Customers are notified in advance of scheduled maintenance. It is the ICEMA's responsibility to accept all offered updates and upgrades to the system. If ICEMA does not accept these, ICEMA should be advised that ImageTrend, at its discretion, may offer limited support for previous versions. All code releases also maintain the integrity of any ICEMA specific configurations (i.e., templates, addresses, staff information, active protocols, etc.) that have been implemented either by ImageTrend's implementation staff or the ICEMA's administrative staff. Maintenance of ICEMA Hardware, physical environment, storage, processing, patching, operating system maintenance, network device maintenance, ICEMA 3rd party licenses (as outlined below), or any other task which is required to maintain the ICEMA application hosting environment and is not directly related to a defect within the ImageTrend application(s), are the sole responsibility of ICEMA. It will not be ImageTrend's responsibility to maintain, or resolve problems with, ICEMA's hosted environment. ImageTrend's sole responsibility shall be to provide application support for ImageTrend developed applications. Tasks which are ultimately discovered to be maintenance of the ICEMA Hosting environment may be charged to ICEMA at ImageTrend's out-of-scope rate of $145 /hour.

Escalation

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

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ImageTrend EDS Hosting Requirements

ImageTrend Elite System Requirements

For Self-Hosted ICEMA: These requirements are similar to the current set of requirements to host a Service/Rescue/State Bridge, with some software differences. Here is an overview of the ideal scenario:

1. *Server/VM to host ImageTrend Elite:* Runs on IIS and .NET Framework 4.5
2. *Database Server:* hosts the Elite database (this database will be separate from the current ImageTrend database, but can certainly reside on the same SQL instance)
3. *Reporting environment:* The Reporting application runs on IIS and utilizes Java Tomcat and Microsoft .NET
   a. Elite Reporting functionality will be accessing data from a data warehouse. The data warehouse will reside on a different database (which ideally is on a separate SQL instance than the core OLTP database used by the web-based Elite application)
   b. The ideal scenario would be to have 3 instances of SQL Server on 3 separate VMs:
      1) Transactional Elite database
      2) ODS Elite database
      3) Data Warehouse database

   Either transactional replication or Always On would be used to move the data between instances 1 and 2, and then SSIS would be used to populate the data warehouse.

   Web/Application Server
   Hardware
   4 Processor Cores
   16 GB RAM or more
   50 GB Available Hard Disk Space

   Operating System
   Microsoft Windows Server 2012 R2

   Software
   Microsoft IIS
   Microsoft .NET Framework 4.6
   Note that there are other steps that are required in order to set up Elite

   Reporting Server
   Hardware
   4 Processor Cores
   16 GB RAM or more
   50 GB Available Hard Disk Space

   Operating System
   Microsoft Windows Server 2012 R2

   Software
   Microsoft IIS
   Microsoft .NET Framework 2, 4
   Java Tomcat
   Note that there are other steps that are required in order to set up Elite

   Database Servers
   Operating System
   Microsoft Windows Server 2012

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Software
Transactional database: 64-bit SQL Server 2014 Enterprise (or greater) with latest SP and or CU

*ODS and Data Warehouse databases: 64-bit SQL Server 2014 Standard (or greater) with latest SP and or CU
*Note: SQL Standard is required, but we recommend SQL Enterprise for the following features (among others): table partitioning, online index rebuilds, and potential memory limits. SQL 2014 is required for performance considerations for the SSIS packages.

Hardware
8 Processor Cores
64 GB RAM or more
    *The amount of RAM needed may need to be adjusted up depending on the amount of database traffic your site is experiencing
100 GB Available Hard Disk Space
    *The amount of hard disk space needed by your database may need to be more than 100GB, and is largely dependent on the number of incidents and the number/size of attachments.

Note: An SSIS package will be deployed to populate the data warehouse database from the core transactional database. This SSIS package can reside in different areas.

Minimum Database Hosting Requirements

Smaller systems with reduced performance and availability requirements may opt to use a scaled down environment configuration: A single Operating System Environment hosting two SQL Server Enterprise Database Engine instances and an Integration Services instance is supported. One instance each would then be used for the Transactional Elite Application Database and the accompanying Data Warehouse. It is recommended to avoid the use of SQL resources by other applications in this configuration. A minimum of 32 GB RAM and 4 CPU cores is supported but more resources are likely to be needed to maintain acceptable performance.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("the Agreement") dated _6/10_
_____, 20_26_ (the "Effective Date"), is entered into by and between, the Inland Counties Emergency Medical Agency (the "Covered Entity") and ImageTrend, Inc., a Minnesota corporation (the "Business Associate").

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

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

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

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

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

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

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

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

1. Business Associate Obligations

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

All references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in the same manner.

2. Use of PHI

Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI: (i) solely for Covered Entity's benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein. Use, creation and disclosure of de-identified health information by Business Associate are not permitted unless expressly authorized in writing by Covered Entity.

3. Disclosure of PHI

Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third-party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law.

Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that: (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third-party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third-party; (b) requires the third-party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements.

Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third-party comply with the principle of "minimum necessary use and disclosure," i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate shall comply with § 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets.

If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Covered Entity any use or disclosure of

PHI not permitted by this Agreement, of which it becomes aware, such report to be made within three (3) business days of the Business Associate becoming aware of such use or disclosure.

In addition to Business Associate's obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing or as directed by or as a result of a request by Covered Entity to disclose to Recipients, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.

4.   Individual Rights Regarding Designated Record Sets

If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall: (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity, an individual who is the subject of the PHI under conditions and limitations required under 45 C.F.R. §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity.

Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) days of such request and shall make any amendment requested by Covered Entity within 10 days of such request. Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies).

Covered Entity shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

5.   Accounting of Disclosures

Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 C.F.R. § 164.528, as amended by § 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision.

Business Associate shall provide to Covered Entity such information necessary to provide an accounting within 30 days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any 12 month period.

For subsequent accountings within a 12 month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive

termination of this Agreement and shall continue as long as Business Associate maintains PHI.

6. Withdrawal of Authorization

If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and: (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.

7. Records and Audit

Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.

8. Implementation of Security Standards; Notice of Security Incidents

Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. § 164.308, 164.310, 164.312 and 164.316, as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act.

Furthermore, to the extent feasible, Business Associate will use commercially reasonable efforts to ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI.

Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate's response to the Security Incident and the identification of the Party responsible for causing the Security Incident, if known. Business Associate and Covered Entity shall take reasonable measures to ensure the availability of all affirmative defenses under the HITECH Act, HIPAA, and other state and federal laws and regulations governing PHI and EPHI.

9. Data Breach Notification and Mitigation

9.1. HIPAA Data Breach Notification and Mitigation

Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "HIPAA Breach"). The Parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section 9.1, governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern.

Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate.

Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate.

No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 et seq. Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach.

Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.

9.2. Data Breach Notification and Mitigation Under Other Laws

In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as "Individually Identifiable Information") that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under one or more State data breach notification laws (each a "State Breach") to notify the individuals who are the subject of the information.

Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iii) comply with Covered Entity's determinations regarding Covered Entity's and Business Associate's obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.

9.3. Breach Indemnification

Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate.

If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate.

To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.

Covered Entity shall indemnify, defend and hold Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.

9.4. Costs and Timeliness

Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

10. Term and Termination

10.1. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided; however, that termination shall not affect the respective obligations or rights of the Parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.

10.2. Covered Entity shall have the right to terminate this Agreement for any reason upon 30 days written notice to Business Associate.

10.3. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate if any of the following events shall have occurred and be continuing:

(i) Business Associate fails to observe or perform any material covenant or obligation contained in this Agreement for 10 days after written notice thereof has been given to the Business Associate by Covered Entity; or

(ii) A violation by the Business Associate of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Business Associate under this Agreement.

10.4. Termination of this Agreement for either of the two reasons set forth in Section 10.3 above shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.

10.5. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.

10.6. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to "return or destroy," Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.

11. No Warranty

PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

12. Ineligible Persons

Business Associate represents and warrants to Covered Entity that Business Associate: (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. § 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.

13. Miscellaneous

13.1. Notice

All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by: (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither Party shall refuse delivery of any notice hereunder.

If to Covered Entity:

Inland Counties Emergency Medical Agency
Attn: Tom Lynch, EMS Administrator
1425 South D Street
San Bernardino, CA 92415-0060

If to Business Associate:

ImageTrend, Inc.
Attention: Michael J. McBrady, CEO
Street Address: 20855 Kensington Blvd.
Lakeville, MN 55044

13.2. Waiver

No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

13.3. Assignment

Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.

13.4. Severability

Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

13.5. Entire Agreement

This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters.

In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the Parties specifically otherwise agree in writing.

No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective 30 days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the Parties, their affiliates and respective successors and assigns.

No third-party shall be considered a third-party beneficiary under this Agreement, nor shall any third-party have any rights as a result of this Agreement.

13.6. Governing Law

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, will be construed pursuant to and in accordance with the laws of the State of California.

13.7. Equitable Relief

The Parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause the other irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the injured Party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the injured Party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to the Parties at law or in equity. Each Party expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond.

13.8. Nature of Agreement; Independent Contractor

Nothing in this Agreement shall be construed to create: (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, or (ii) a relationship of employer and employee between the Parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.

13.9. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

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

COVERED ENTITY: BUSINESS ASSOCIATE:

By: _____

Curt Hagman
(Print or Type Name)

Chairman, Board of Directors
(Title)

JUN 2 3 2020

Date

By: _____

Joe Graw
(Print or Type Name)

President
(Title)

6/10/2020

Date

EXHIBIT E - ICEMA BUSINESS PARTNERS

Inland Counties Emergency Medical Agency (ICEMA) oversees and cooperates with the following partner agencies. Any or all of these entities may be granted Authorized User status during the term of this Agreement.

San Bernardino County:
- Adelanto Fire Department
- American Medical Response
- Apple Valley Fire Protection District
- Arrowbear Lake Fire Department
- Auto Club Speedway
- Baker Emergency Medical Services, Inc.
- Barstow Fire Protection District
- Big Bear Fire Department
- CALFIRE - San Bernardino
- California Highway Patrol - Air Ops Unit
- California Department of Forestry and Fire Protection
- Chino Valley Fire District
- Colton Fire Department
- Desert Ambulance
- Fort Irwin Fire Department
- Loma Linda Fire Department
- Marine Corp Combat Center - Twentynine Palms
- Marine Corp Logistics Base - Barstow
- Mercy Air Services
- Mission Ambulance
- Montclair Fire Department
- Morongo Basin Ambulance
- Morongo Valley Fire Department
- Mt. Baldy Volunteer Fire Department
- Ontario Fire Department
- Premier Medical Transportation
- Rancho Cucamonga Fire Protection District
- REACH Air
- Redlands Fire Department
- Rialto Fire Department
- Running Springs Fire Department
- San Bernardino County Fire Protection District
- San Bernardino County Sheriff's Aviation - Air Rescue
- San Bernardino County Sheriff's Search and Rescue
- San Manuel Fire Department
- Searles Valley Minerals
- Symons Emergency Specialties - San Bernardino
- Twentynine Palms Fire Department
- Victorville Fire Department
- Yermo Fire Department

Inyo County:
- Big Pine Volunteer Fire Department
- Bishop Fire Department
- Bureau of Land Management - Bishop
- CALFIRE - Bishop
- CALFIRE - Independence
- Death Valley National Park
- Independence Volunteer Fire Department
- Lone Pine Volunteer Fire Department
- Olancha-Cartago Volunteer Fire Department
- Sierra Lifeflight
- Southern Inyo Volunteer Fire Protection District
- Symons Ambulance - Bishop

Mono County:
- Antelope Valley Volunteer Fire Department
- Benton Volunteer Fire Department
- Bridgeport Volunteer Fire Department
- Chalfant Valley Volunteer Fire Department
- June Lake Volunteer Fire Department
- Lee Vining Volunteer Fire Department
- Long Valley Volunteer Fire Department
- Mammoth Lakes Fire Protection District
- Mono City Volunteer Fire Department
- Mono County EMS - Fire & Rescue
- Paradise Volunteer Fire Department
- Marine Corp Mountain Warfare Training Center - Bridgeport
- Wheeler Crest Volunteer Fire Department
- White Mountain Volunteer Fire Department

In addition, ICEMA cooperates with the following hospitals in:

San Bernardino County:
- Arrowhead Regional Medical Center
- Barstow Community Hospital
- Bear Valley Community Hospital
- Chino Valley Medical Center
- Colorado River Medical Center
- Community Hospital of San Bernardino
- Desert Valley Hospital
- Hi-Desert Medical Center
- Jerry L. Pettis Memorial Veterans Hospital
- Kaiser Hospital Medical Center - Fontana
- Kaiser Hospital Medical Center - Ontario
- Loma Linda University Medical Center
- Loma Linda University Children's Hospital
- Montclair Hospital Medical Center
- Mountains Community Hospital
- Redlands Community Hospital
- San Antonio Regional Hospital

- St. Bernadine Medical Center
- St. Mary Medical Center
- Victor Valley Global Medical Center
- Weed Army Community Hospital - Fort Irwin

Inyo County:
- Southern Inyo Hospital
- Northern Inyo Hospital

Mono County:
- Mammoth Hospital

Los Angeles County:
- Pomona Valley Hospital Medical Center

Riverside County:
- Desert Regional Medical Center - Palm Springs

Furthermore, ICEMA under the leadership of the California Emergency Medical Services Authority shares/exchanges data with the following Local Emergency Medical Services Agencies (LEMSAs):

- Alameda County
- Central California (Fresno, Kings, Madera, Tulare)
- Coastal Valleys (Sonoma/Mendocino)
- Contra Costa County
- El Dorado County
- Imperial County
- Kern County
- Los Angeles County
- Marin County
- Merced County
- Monterey County
- Mountain Valley (Alpine, Amador, Calaveras, Mariposa, Stanislaus)
- Napa County
- North Coast EMS Agency (Del Norte, Humboldt, Lake)
- Northern California (Glenn, Lassen, Modoc, Plumas, Sierra, Trinity)
- Orange County
- Riverside County
- Sacramento County
- San Benito County
- San Diego County
- San Francisco (City and County of)
- San Joaquin County
- San Luis Obispo County
- San Mateo County
- Santa Barbara County
- Santa Clara County
- Santa Cruz County

- Sierra-Sacramento Valley (Butte, Colusa, Nevada, Placer, Shasta, Siskiyou, Sutter, Tehama, Yuba)
- Solano County
- Tuolumne County
- Ventura County
- Yolo County