ImageTrend

1305 Corporate Center Drive, Suite 500, Eagan, MN 55121
Phone: (952) 469-1589 | Toll Free: (888) 469-7789

ORDER FORM

Prepared For:	Bill To:
Gregory Shaffer Santa Fe County Fire Department Santa Fe, New Mexico, United States gshaffer@santafecountynm.gov	Santa Fe County Fire Department Santa Fe, New Mexico, United States, 87508

Salesperson	Quote Number	Order Form Date
Harry Kakatsakis Sales Representative	Q-16874	10-20-2025

Contract Effective Date	Subscription Term (Months)
Date of the last signature on this Order Form	12

One Time

Description	Qty	Fee Type	Unit Price	Total
Elite™ Visual Pre Plans Setup & Implementation	1	One Time	$1,500.00	$1,500.00
			Total Net Price	$1,500.00

Recurring

Description	Qty	Fee Type	Unit Price	Total
Elite™ Visual Pre Plans	1	Recurring	$6,500.00	$6,500.00
			Total Net Price	$6,500.00

Total Year 1:	$8,000.00
Total Recurring:	$6,500.00
Total One time:	$1,500.00
Total Contract Value:	**$8,000.00**

1305 Corporate Center Drive, Suite 500, Eagan, MN 55121
Phone: (952) 469-1589 | Toll Free: (888) 469-7789

Incident Volume

Category	Incidents
Visual Pre Plans	8,000

This Order Form is subject to the terms of the Santa Fe County Agreement No. 2021-0030 between Santa Fe County Fire Department and ImageTrend.

The term of the Agreement is hereby extended through February 21, 2027. (Fifth renewal term) RMQ 12/18/25

This proposal is valid for 90 days from the date listed above.

DN

Additional Terms:

- One-Time Fees will be due upon contract signature.
- Recurring fees will be invoiced annually in advance, beginning on the Effective Date, unless Customer provides notice of cancellation in accordance with the Agreement No. 2021-0030, no less than sixty (60) days prior to the end of a Subscription Term.
- ~~Customer's subscription to a Service will automatically renew for a one-year Subscription Term at the end of each prior Subscription Term.~~ RMQ 12/18/25
- Payments terms are Net 30, due after receipt of an invoice.
- Recurring fees are subject to price increases each year following the first year of the Subscription Term, and will not exceed 7% of the then-current price in any given year. DN
- Any terms not defined herein shall have the same meaning as defined in the No. 2021-0030 Agreement.
- The Subscription Term for any Services added by Customer after the beginning of the then-current Subscription Term will be coterminous with the then-current Subscription Term for existing Services.

BILLING CONTACT INFORMATION
Full Name:
Phone:
Email:
Address:
Santa Fe, NM 87508

ImageTrend

1305 Corporate Center Drive, Suite 500, Eagan, MN 55121
Phone: (952) 469-1589 | Toll Free: (888) 469-7789

ImageTrend	
Name	Jon Sachs
Title	Chief Financial Officer
Signature	DanaBerceNovack
Date	12/18/2025

Santa Fe County Fire Department	
Name	Gregory Shaffer
Title	County Manager
Signature	
Date	12/22/2025

Approved as to form by Roberta D. Joe, Assistant County Attorney for W.B., Santa Fe County Attorney 12/18/2025

ImageTrend

1305 Corporate Center Drive, Suite 500, Eagan, MN 55121
Phone: (952) 469-1589 | Toll Free: (888) 469-7789

WORK ORDER

Prepared For:	Bill To:
Gregory Shaffer Santa Fe County Fire Department (NM) New Mexico, United States gshaffer@santafecountynm.gov	Santa Fe County Fire Department (NM) New Mexico, United States

Salesperson	Quote Number	Work Order
Harry Kakatsakis Sales Representative	Q-13009	June 6, 2025

Contract Effective Date	Subscription Term (Months)
Date of the last signature on this Work Order	12

One Time

Description	Qty	Fee Type	Unit Price	Total
Onsite Training Session - 8 Hours	3	One Time	$1,800.00	$5,400.00
Travel	1	One Time	$1,750.00	$1,750.00
Webinar Training 2hr Session	10	One Time	$450.00	$4,500.00
			Total Net Price	**$11,650.00**

Total Year 1:	$11,650.00
Total Recurring:	$0.00
Total One time:	$11,650.00
Total Contract Value:	**$11,650.00**

ImageTrend

1305 Corporate Center Drive, Suite 500, Eagan, MN 55121
Phone: (952) 469-1589 | Toll Free: (888) 469-7789

Incident Volume

Category	Incidents
Elite	8,000

This Work Order is subject to the terms of the Santa Fe County Agreement No. 2021-0030 between Santa Fe County Fire Department (NM) and ImageTrend.

In addition, Client hereby elects to renew Santa Fe County Agreement No. 2021-0030 between Santa Fe County Fire Department (NM) and ImageTrend for its fourth term from February 22, 2025, through February 21, 2026.

This proposal is valid for 90 days from the date listed above.

Additional Terms:

- One-Time Fees will be due upon contract signature.
- Payments are due 30 days after receipt of an invoice.
- Any terms not defined herein shall have the same meaning as defined in the Master Subscription Agreement.
- The Subscription Term for any Services added by Customer after the beginning of the then-current Subscription Term will be coterminous with the then-current Subscription Term for existing Services.

BILLING CONTACT INFORMATION
Full Name:
Phone:
Email:
Address:
, NM

ImageTrend

Account No. 3016
Account Name: Santa Fe County Fire Department
35 Camino Justicia
Santa Fe, NM 87508

Date: 2/4/2025
Account Executive: Hary Kakatsakis
Customer Success Manager: Danial Schultz
Annual Contracted Incidents: 10,000
Actual Annual Incidents: 6,298
Utilization: 3,702

Remit To: ImageTrend, LLC
20855 Kensington Blvd.
Lakeville, MN 55044
Phone: 952-469-1589
Email: invoices@imagetrend.com

Next Invoice Date	Billing Frequency	Annual Escalator (%)	Item Name	Quantity	FY24 Cost	FY24 Total	FY25 Cost	FY25 Total
8/16/2025	Annual	3%	CAD Distribution	1	$3,824.54	$3,824.54	$3,939.28	$3,939.28
3/31/2025	Annual	3%	MARS	1	$5,463.64	$5,463.64	$5,627.54	$5,627.54
8/16/2025	Annual	3%	Auto Post to NEMSIS v3 Web Service	1	$3,824.54	$3,824.54	$3,939.28	$3,939.28
3/31/2025	Annual	3%	Elite™ Rescue	1	$16,207.33	$16,207.33	$16,693.55	$16,693.55
8/16/2025	Annual	3%	Target Solutions	1	$3,824.54	$3,824.54	$3,939.28	$3,939.28
3/31/2025	Annual	3%	Investigations	1	$1,912.27	$1,912.27	$1,969.64	$1,969.64
3/31/2025	Annual	3%	Elite™ Mobile Fire Inspections	1	$3,496.73	$3,496.73	$3,601.63	$3,601.63
3/31/2025	Annual	3%	Community Health™ Add-on	1	$2,917.27	$2,917.27	$4,917.27	$4,917.27
8/16/2025	Annual	3%	Hospital Hub™	1	$2,731.82	$2,731.82	$2,813.77	$2,813.77
3/31/2025	Annual	3%	Base Continuum	1	$4,370.91	$4,370.91	$4,502.04	$4,502.04
3/31/2025	Annual	3%	EMS Content Package	1	$3,442.09	$3,442.09	$3,545.35	$3,545.35
3/31/2025	Annual	3%	Fire Content Package	1	$3,442.09	$3,442.09	$3,545.35	$3,545.35
8/16/2025	Annual	3%	Premium Plus Direct Messaging - EMS Agency	1	$4,261.64	$4,261.64	$4,389.48	$4,389.48
					FY24 Total:	$59,719.41	**FY25 Total:**	$63,423.46

ImageTrend

1305 Corporate Center Drive, Suite 500, Eagan, MN 55121
Phone: (952) 469-1589 | Toll Free: (888) 469-7789

ImageTrend	
Name	Jon Sachs
Title	Chief Financial Officer
Signature	Jon Sachs Jon Sachs (Jun 6, 2025 15:25 MDT)
Date	06/06/2025

Santa Fe County	
Name	Camilla M. Bustamante, Chair
Title	Santa Fe County Board of County Commissioners
Signature	
Date	

ATTESTATION:

Katharine E. Clark
Santa Fe County Clerk

06/26/25
Date

Approved as to form:

Roberta D. Joe for W.B.

Walker Boyd
Santa Fe County Attorney

6/9/2025
Date

SOFTWARE OR SERVICES AGREEMENT AMENDMENT

Contract Details			
Original Contract Number ("Original Contract")	**2021-0030-FD/MM**	Amendment Contract Number	**00009828.0**

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

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

AND: **Santa Fe County** (hereinafter "Client").

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

1. The product set forth below shall be deleted from Client's Contract:
   - Data Mart™ Subscription
   - Data Mart™ Additional Source - Subscription
2. This Amendment is coterminous with the Original Contract. The Original Contract's term remains the same. All other terms and conditions remain the same.

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

Client	**ImageTrend**
Signature: [redacted]	Signature: Jon Sachs Jon Sachs (Nov 20, 2024 14:07 MST)
Print Name: Gregory S. Shaffer	Print Name: Jon Sachs
Title: County Manager	Title: CFO
Date: 9/25/2024	Date: Nov 20, 2024

Approved as to form by Roberta D. Joe, Assistant County Attorney
for J.Y., Santa Fe County Attorney 9/24/2024

SOFTWARE OR SERVICES AGREEMENT AMENDMENT

Contract Details			
Original Contract Number ("Original Contract")	2021-0030-FD/MM	Amendment Contract Number	00009565.0

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

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

AND: Santa Fe County (hereinafter "Client").

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

1. The purpose of this Amendment is for Client to modify the Original Contract and Client's existing product orders and/or add new product items as outlined below in the Price Sheet attachment.
2. This Amendment is coterminous with the Original Contract. The Original Contract's term remains the same. All other terms and conditions remain the same.

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

Client	ImageTrend
Signature: [redacted]	Signature: Jon Sachs Jon Sachs (Jul 11, 2024 13:57 MDT)
Print Name: Gregory S. Shaffer	Print Name: Jon Sachs
Title: County Manager	Title: CFO
Date: 7/10/2024	Date: Jul 11, 2024

Approved as to form by Roberta D. Joe, Assistant County Attorney for J.Y., Santa Fe County Attorney 7/9/2024

PRICE SHEET AND WORK ORDER ATTACHMENT

The prices below are based on the following SaaS transaction volumes, as provided by Client:
1,000 Incidents annually

One Time Fees

Description	SKU	Unit Price	Qty	Extended Amount
Modules Setup & Implementation	ELT.003.002.037	$675.00	1	$675.00

Total One-Time Fees: $675.00

Recurring Fees

Description	SKU	Unit Price	Qty	Extended Amount
Data Mart™ Subscription	ELT.001.002.064	$1,000.00	1	$1,000.00
Data Mart ™ Additional Source - Subscription	ELT.001.002.065	$500.00	1	$500.00

Total Recurring Fees: $1,500.00

TOTAL YEAR 1: $2,175.00

Send Invoices To:

Maricela Martinez
fireap@santafecountynm.gov
35 Camino Justicia
Santa Fe, NM 87508

Payment Terms:

1. "One Time Fees" are due once upon contract signature.
2. "Recurring Fees" are annual fees which are due once upon contract signature and recur each year.
3. The Recurring Fees will escalate in price annually by 7% beginning one year from the last signature hereto and each year thereafter.
4. ImageTrend may temporarily suspend performance (e.g. cease to provide access, hosting, support) due to Client's breach of contract provided Client shall have 30 days to cure such breach before ImageTrend may suspend performance.
5. ImageTrend may charge to Client a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts. Client also agrees ImageTrend may charge to Client all reasonable costs and expenses of collection, including attorneys' fees where, in ImageTrend's discretion, payments are consistently deficient or late.
6. All Annual SaaS Fees are based upon anticipated transaction volumes (as provided by Client) and are subject to an annual usage audit. ImageTrend reserves the right to increase fees in accordance with increased transaction volume per the Unit Price listed in the tables above.
7. ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement.

DATA MART – CONTINUOUS FREQUENCY TERMS OF USE

1. **GRANT OF LICENSE TO ELITE DATA MART(S) CLIENT** is hereby granted a non-exclusive, non-sublicensable, non-transferrable (except as outlined below) use license for the ImageTrend Elite Data Mart(s) listed in Price Sheet and Work Order Attachment. CLIENT is further granted a limited right to use, reproduce, and distribute the ImageTrend Data Dictionary(s) solely to and for authorized employees and contractors to enable them to carry out their duties for CLIENT, and for no other purpose.

2. **CONFIDENTIALITY OF IMAGETREND ELITE DATA MART(S) DATABASE(S) AND OTHER DATABASES** The schema, data structure, and overall design of the ImageTrend Elite Data Mart(s) Database and other included databases, are hereby marked and declared Confidential Information which constitutes valuable and proprietary work product and trade secrets of ImageTrend. While CLIENT owns all its own data, CLIENT shall not share with, describe to, detail to, or otherwise allow or aid a third party to reverse engineer the schema, data structure and overall design of the ImageTrend Elite Data Mart(s) or any other ImageTrend Software or ImageTrend database with third parties. CLIENT agrees to take reasonable measures to maintain the secrecy of the schema, data structure, and overall design of the ImageTrend Elite Data Mart(s), or to protect the schema, data structure and overall design of the ImageTrend Elite Data Mart(s) in the same manner that CLIENT protects its' own trade secrets, whichever is greater.

3. **CONFIDENTIALITY OF ELITE DATA DICTIONARY(S)** The included ImageTrend Elite Data Dictionary which describes the ImageTrend Elite Data Mart(s) is hereby marked and declared Confidential Information which constitutes valuable and proprietary work product and trade secrets of IMAGETREND. CLIENT shall not reproduce for, distribute to, grant access to, publicly display to, nor allow the data dictionary to be used by: third parties, and/or any employee or contractor who does not require the Elite Data Dictionary(s) to carry out their duties to CLIENT. Upon expiry of the Elite Data Dictionary(s) license(s), CLIENT shall destroy or return all copies of the Elite Data Dictionary(s) in CLIENT's control.

4. **DELIVERY OF IMAGETREND ELITE DATA MART DATA CLIENT** has chosen to receive regular deliveries of Data Mart(s) data continuously via Microsoft SSIS or as otherwise negotiated between the parties. CLIENT should be advised that this Section 3 – Grant of License does not include the provisioning of a database instance or virtual private connection to directly run database queries against the ImageTrend Elite Data Mart(s), rather, this section grants a license to use the Elite Data Mart as well as contracts with IMAGETREND to provide regular delivery of that Data to CLIENT as a service. CLIENT must host and provision its own Microsoft SQL Server instance or other tool to manipulate the .BAK file.

5. **SUPPORT FOR IMAGETREND ELITE DATA MART(S) CLIENT** shall receive support for the ImageTrend Elite Data Mart(s) under this Agreement's Service Level Agreement. Further, CLIENT shall receive periodic updates to the ImageTrend Elite Data Mart(s) and Data Dictionary(s) along with other regular Software updates. The Section D is not binding or valid if the CLIENT has not contracted with IMAGETREND for Support services; Support services must be a line item in Exhibit A or in other binding contracts between the parties as a condition precedent to receive Support for the Elite Data Mart(s).

SOFTWARE OR SERVICES AGREEMENT AMENDMENT

Contract Details			
Original Contract Number ("Original Contract")	AGREEMENT No. 2021-0030-FD/MM OR 00002627.0	Amendment Contract Number	00008489.0

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

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

AND: **Santa Fe County Fire Department** (hereinafter "Client").

The Client and ImageTrend mutually agree to the following changes to the Original Contract between Santa Fe County Fire Department and ImageTrend, LLC.

1. Client hereby elects to renew the Original Contract per its terms and conditions for its fourth term from February 23, 2024, through February 24, 2025.
2. All other terms and conditions remain the same.

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

Client		**ImageTrend**	
Signature:		Signature:	Jon Sachs Jon Sachs (Jan 24, 2024 00:58 MST)
Print Name:	Gregory S. Shaffer	Print Name:	Jon Sachs
Title:	County Manager	Title:	CFO
Date:	2/5/2024	Date:	Jan 24, 2024

Approved as to form by Roberta D. Joe, ACA, for J.Y., Santa Fe County Attorney 1/23/2024

Santa Fe County Finance 2/3/2024

IMAGETREND®

Quote

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

Bill To:
Santa Fe County Fire Department
35 Camino Justicia
Santa Fe, NM 87508

Budgetary Quote 2024-2025

Customer Number:	3016
Today's Date:	1/11/2024
Terms:	Net 30
Order Number:	17949

Item Name	Description	Quantity	Unit Price	Total	Esc
EliteÖ Rescue - SaaS *Includes EliteÖ Field	Annual Fee	1	$ 16,207.33	$ 16,207.33	3%
Premium Plus Direct Messaging - EMS Agency	Annual Fee	1	$ 4,261.64	$ 4,261.64	3%
CAD Distribution	Annual Fee - Other Vendor	1	$ 3,824.54	$ 3,824.54	3%
Auto Export to NEMSIS v3 Web Service	Annual Fee	1	$ 3,824.54	$ 3,824.54	3%
Target Solutions Distribution	Annual Fee	1	$ 3,824.54	$ 3,824.54	3%
Hospital Hub	Annual Fee	1	$ 2,731.82	$ 2,731.82	3%
Mobile Fire Inspections - SaaS	Annual Fee	1	$ 3,496.73	$ 3,496.73	3%
Investigations	Annual Fee	1	$ 1,912.27	$ 1,912.27	3%
Mapping and Reporting System (MARS)	Annual Fee	1	$ 5,463.64	$ 5,463.64	3%
Community HealthÖ Add-on	Annual Fee	1	$ 4,917.27	$ 4,917.27	3%
Base Continuum	Annual Fee	1	$ 4,370.91	$ 4,370.91	3%
EMS Content Package	Annual Fee	1	$ 3,442.09	$ 3,442.09	3%
Fire Content Package	Annual Fee	1	$ 3,442.09	$ 3,442.09	3%

Invoice Sub-Total	$ 61,719.41
Taxes	
Invoice Total	$ 61,719.41

SOFTWARE OR SERVICES AGREEMENT RENEWAL

CONTRACT DETAILS			
Original Contract Number ("Original Contract")	**AGREEMENT NO. 2021-0030-FD/MM OR 00002627.0**	Amendment Contract No.	**00006325.0**

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

BETWEEN: **IMAGETREND, INC.**, a Minnesota corporation (hereinafter "ImageTrend")

AND: **Santa Fe County** (hereinafter "Client").

The Client and ImageTrend mutually agree to the following changes to the Original Contract between Santa Fe County and ImageTrend, Inc..

1. Client hereby elects to renew the Original Contract per its terms and conditions for its third term from February 23, 2023, through February 22, 2024. Client has the option to renew its terms for years 3 through 4 in the future per the Original Contract.
2. All other terms and conditions remain the same.

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

Client	**ImageTrend**
Signature:	Signature:
Print Name: Gregory S. Shaffer	Print Name: Joseph T. Graw
Title: County Manager	Title: President/CEO
Date: 2/20/2023	Date: Feb 15, 2023

Approved as to form by Roberta D. Joe, Assistant County Attorney for J.Y., Santa Fe County Attorney 2/14/2023

For YSH SFCFD 2/14/2023

IMAGETREND®

Quote

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

Bill To:
Santa Fe County Fire Department
35 Camino Justicia
Santa Fe, NM 87508

Budgetary Quote 2023-2024

Customer Number:	3016
Today's Date:	2/10/2023
Terms:	Net 30
Order Number:	17949

Item Name	Description	Quantity	Unit Price	Total	Esc.
Elite™ Rescue - SaaS *Includes Elite™ Field	Annual Fee	1	$ 15,735.27	$ 15,735.27	3%
Premium Plus Direct Messaging - EMS Agency	Annual Fee	1	$ 4,137.51	$ 4,137.51	3%
CAD Distribution	Annual Fee	1	$ 3,713.15	$ 3,713.15	3%
Auto Export to NEMSIS v3 Web Service	Annual Fee	1	$ 3,713.15	$ 3,713.15	3%
Target Solutions Distribution	Annual Fee	1	$ 3,713.15	$ 3,713.15	3%
Hospital Hub	Annual Fee	1	$ 2,652.25	$ 2,652.25	3%
Mobile Fire Inspections - SaaS	Annual Fee	1	$ 3,394.88	$ 3,394.88	3%
Investigations	Annual Fee	1	$ 1,856.58	$ 1,856.58	3%
Mapping and Reporting System (MARS)	Annual Fee	1	$ 5,304.50	$ 5,304.50	3%
Community Health™ Add-on	Annual Fee	1	$ 4,774.05	$ 4,774.05	3%
Base Continuum	Annual Fee	1	$ 4,243.60	$ 4,243.60	3%
EMS Content Package	Annual Fee	1	$ 3,341.84	$ 3,341.84	3%
Fire Content Package	Annual Fee	1	$ 3,341.84	$ 3,341.84	3%

Invoice Sub-Total	$	59,921.77
Taxes		
Invoice Total	$	59,921.77

SOFTWARE OR SERVICES AGREEMENT AMENDMENT

Contract Details			
Original Contract Number ("Original Contract")	AGREEMENT NO. 2021-0030-FD/MM OR 00002627.0	Amendment Contract Number	00004469.0

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

BETWEEN: **ImageTrend, Inc.** Minnesota corporation (hereinafter "ImageTrend")

AND: **Santa Fe County** (hereinafter "Client").

The Client and ImageTrend mutually agree to the following changes to the Original Contract between Santa Fe County and ImageTrend, Inc.

1. Client hereby elects to renew the Original Contract per its terms and conditions for its second term from February 23, 2022 through February 22, 2023. Client has the option to renew its terms for years 2 through 4 in the future per the Original Contract.
2. All other terms and conditions remain the same.
3. Out of Scope customization is $225.00/hour and performed only under mutually agreed upon Statement of Work.

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

Client Santa Fe County	ImageTrend
Signature: Katherine Miller	Signature: Joseph T Graw (Mar 10, 2022 10:27 CST)
Print Name: Katherine Miller	Print Name: Joseph T. Graw
Title: SF County Manager	Title: President
Date: 3-8-2022	Date: Mar 10, 2022

Approved as to form by Roberta D. Joe, Assistant County Attorney for G.S.S., Santa Fe County Attorney Date: March 2, 2022

Santa Fe County Finance Director 3/3/2022

IMAGETREND®

Quote

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

Bill To:
Santa Fe County Fire Department
35 Camino Justicia
Santa Fe, NM 87508

Budgetary Quote 2022-2023

Customer Number:	3016
Today's Date:	2/15/2022
Terms:	Net 30
Order Number:	17949

Item Name	Description	Quantity	Unit Price	Total
Elite™ Rescue - SaaS *Includes Elite™ Field	Annual Fee	1	$ 15,276.96	$ 15,276.96
Premium Plus Direct Messaging - EMS Agency	Annual Fee	1	$ 4,017.00	$ 4,017.00
CAD Distribution	Annual Fee	1	$ 3,605.00	$ 3,605.00
Auto Export to NEMSIS v3 Web Service	Annual Fee	1	$ 3,605.00	$ 3,605.00
Target Solutions Distribution	Annual Fee	1	$ 3,605.00	$ 3,605.00
Hospital Hub	Annual Fee	1	$ 2,575.00	$ 2,575.00
Mobile Fire Inspections - SaaS	Annual Fee	1	$ 3,296.00	$ 3,296.00
Investigations	Annual Fee	1	$ 1,802.50	$ 1,802.50
Mapping and Reporting System (MARS)	Annual Fee	1	$ 5,150.00	$ 5,150.00
Community Health™ Add-on	Annual Fee	1	$ 4,635.00	$ 4,635.00
Base Continuum	Annual Fee	1	$ 4,120.00	$ 4,120.00
EMS Content Package	Annual Fee	1	$ 3,244.50	$ 3,244.50
Fire Content Package	Annual Fee	1	$ 3,244.50	$ 3,244.50

Invoice Sub-Total	$	58,176.46
Taxes		
Invoice Total	$	58,176.46

SERVICE AGREEMENT BETWEEN SANTA FE COUNTY AND IMAGETREND, INC. FOR AN ELECTRONIC MEDICAL AND FIRE REPORTING SOFTWARE SYSTEM

THIS AGREEMENT is made and entered into this 22nd day of February 2021, by and between **SANTA FE COUNTY**, hereinafter referred to as the "County" and **IMAGETREND, INC.**, whose principal address is **20855 Kensington Blvd., Lakeville, Minnesota 55044** hereinafter referred to as the "Contractor".

WHEREAS, the Santa Fe County Fire Department (SFCFD) provides ambulance and medical services; and

WHEREAS, pursuant to NMSA 1978 13-1-112, the County issued Request for Proposal (RFP) No. 2021-0030-FD/MM to solicit for electronic medical and fire reporting software system; and

WHEREAS, the County determines the Contractor is the most qualified offeror; and

WHEREAS, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW, THEREFORE, it is agreed between the parties:

1. SCOPE OF WORK

A. Provide customized software that is capable of collecting and reporting data related to the array of services, including emergency services, provided by the SFCFD. Contractor's software shall have the following capabilities:

- Function as Web-based and non-Web based for offline use.
- Store data with the ability to connect and upload to the Web when data connection is available.
- Allow staff and authorized users to enter or edit location, occupant, and inspection records offline and in the field.
- Synchronize data bi-directionally with Web-based program.
- Maintain inventory records for apparatus and equipment and upload an integrate maintenance records.
- Generate, store and maintain patient information for a minimum of three months.
- Maintain documentation of fire investigations, pre-plans, hydrant, hose and ladder testing and training.
- Consolidate and share data with hospitals to efficiently transmit patient data, and share date with other collaborators or organizations that have data sharing agreements with the SFCFC.
- Have an Electronic Protected Health Information (ePHI) Data Export Hospital Hub for transmitting ePHI to a minimum of five hospitals identified by the SFCFD. The Hospital

Hub ePHI must be capable of providing and transmitting patient information to hospitals and medical providers.

- Produce reports and statistics such as EMS/ Fire run reports; engine and or med response reports; annual survey reports; response time averages; medications administered and medical procedures performed; trends in procedures, transport and performance indicators; reports on re-occurring patients or frequents users, call locations and types of calls.
- Provide active data monitoring on response times, medications and procedures.
- Integrate with the Computer Aided Dispatch (CAD) system at the Regional Emergency Communications Center (RECC) to produce reports. The CAD data must be obtained via a file export, a query or send directly to Web-based service.
- Integrate with medical and response billing companies.
- Capture an electronic signature of staff who complete a Patient Care Report (PCR), crew members and patients.
- Maintain a records system for all aspects of the SFDFD's daily operations, training, fire prevention, mechanics and volunteer districts.
- Have a fire reporting system for data collection such as location, occupants and inspection modules.
- Import electrocardiogram (EKG) data and integration.
- Integrate with the SFCFC training software to program information on training and activities such as class attendance.
- Export a National EMS Information System (NEMSIS) and National Fire Incident Reporting System (NFIRS) file for billing purposes or reporting.
- A community health module for an Opiold Outreach Program (COOP) that can be used by the SFCFD for referral and data collection. The COOP module must track district call volume for call types and maintain patient data such as date of birth and address.
- The COOP module must also be made available to individuals who call 911.
- Easily and accurately transfer or migrate data from the SFCFD's current reporting system to Contractor's software system.
- Transmit protected health information (PHI) and non-PHI to the SFCFD.
- Serve as a host server and configured to prevent data loss due to hardware failure.
- Have substantial data storage capability, data protection and data recovery.

B. Contractor shall enter into a Business Association Agreement with the SFCFD and comply with all requirement of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Privacy Rule regarding the transmission and protection of PHI.

C. Contractor shall provide on-site training, maintenance and support services for Contractor's software during the term of this Agreement as contracted. Support Desk is available 24/7 for the SFCFC and Santa Fe County IT Department. Contractor shall provide all technical user documentation, help files, data files, and libraries to enable the SFDFC to effectively and efficiently use Contractor's software.

2. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1 (Scope of Work), of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 3 (Compensation, Invoicing and Set-off), of this Agreement, and for no other cost, amount, fee or expense.

B. The County may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in a written amendment to this Agreement.

3. COMPENSATION, INVOICING AND SET-OFF

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as described in Exhibit A (Contractor's Price Sheet and Work Order Attachment) For the initial one-year term of this Agreement, Contractor's One-Time fees and Recurring Fees is a total of $69,392.00. Of this sum, $56,482.00 is for Contractor's software hosting services and $12,910.00 are the One-Time fees for the first term of this Agreement. The compensation payable to the Contractor for Contractor's Image*Trend* for the initial one-year term of this Agreement shall not exceed $69,392.00, *inclusive* of NM GRT.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the services or deliverables for which payment is sought.

1) The County's representative for certification of acceptance or rejection of contractual services or Deliverables shall be Assistant Fire Chief, Bobby Montoya (505) 992-3079, or such other individual as may be designated in the absence of the County representative.

2) The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual services or deliverables.

3) In accordance with NMSA 1978, Section 13-1-158 (Payment for Purchases), the County shall determine if the services and Deliverables meet specifications and will accept the services or Deliverables if they meet specifications. Within 15 days from the date the County receives written

notice from the Contractor that payment is requested for services or Deliverables, the County shall issue a written certificate of complete or partial acceptance or rejection of the services or Deliverables. Except as provided in paragraph 4 below, upon certification by the County that the services or Deliverables have been received and accepted, payment shall be tendered to the Contractor within 30 days of the date of certification. In the event the County fails to tender payment within 30 days of the written certification accepting the services or Deliverables, the County shall pay late payment charges shall be paid on the unpaid balance due at the rate of 1.5% per month, until the amount due is paid in full. No payment shall be made for any service or Deliverables until the service or Deliverable has been accepted in writing by the County. Unless the County gives notice of partial acceptance or rejection within the time specified above (15 days), the services or Deliverables will be deemed to have been accepted by the County.

4) If the County finds that the services or Deliverables are not acceptable, it shall within 30 days of the date of receipt of written notice from the Contractor that payment is requested for services or Deliverables, provide to the Contractor a letter of exception explain the defect or objection to the services or Deliverables along with details of how the Contractor may proceed to provide remedial action.

C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

E. Scheduling of Non-Local Travel. For air travel SFCFD may, and is strongly advised to, schedule travel no less than 3 weeks in advance of the first on-site date by written request; Contractor reserves the right to approve or deny travel requests on a per-request basis. SFCFD may also request travel by writing with 3 weeks or less advance notice; Contractor reserves the right to approve or deny such travel requests.

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

G. Travel Costs. Should SFCFD desire Contractor to send personnel to a location of SFCFD's choosing in the continental United States, SFCFD may in cur a cost of $1,750.00 per Contractor trainer per trip, and a further $1,400.00 per trainer per day spent at SFCFD's chosen location. Travel may only be scheduled for a maximum of one business week of Monday through Friday per trip; however SFCFD may book consecutive trips. Non-local travel scheduling which runs from one business week into a subsequent business week(s) (e.g. start date on Friday at 8:00am, end date Wednesday at 5:00pm, "Overlapped Weekend") will result in Contractor invoicing SFCFD an additional trip for each Overlapped Weekend. Contractor staff will work 8 hours each day, except on the first and last day of each trip Contractor may reserve up to 2 hours of the Business Day for travel time.

H. Time and Materials Rate. Unless otherwise specified in a Work Order, Contractor's Time and Materials rate is $175.00 per hour.

I. Price Escalation. Contractor may escalate the prices contained herein, and any recurring fee, by no more than 3% of the then current price upon each anniversary of the Effective Date of this Agreement. If the term of this Agreement is extended beyond the initial one-year term, the Contractor also has the right to escalate travel prices for that year upon written notice to SFCFD. Such travel price increases will only affect future travel prices and will not change the price or amount due to Contractor for previously rendered travel.

4. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate one year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the term of this Agreement in one year increments not to exceed four years in total.

5. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 30 days from the breaching party's receipt of the notice of termination; during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

6. WORK ORDERS

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

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

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

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

E. Legal Effect. Work Orders issued under this Agreement are incorporated by reference into this Agreement. Work Orders do not override the terms of this Agreement unless specifically stated that they do so. Work Orders may contain their own Fee/Payment Schedules and Payment Terms; those terms are binding insofar as they concern the services or Deliverables contemplated by the Work Order. For Work Orders without their own fee and payment terms, the payment terms in the attached Price Sheet and Work Order control.

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

any of Contractor's intellectual property under any circumstance under this Agreement. SFCFD may only receive a license thereto as outlined in each Work Order.

7. CONTRACTOR'S PERFORMANCE OF SERVICES

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

B. Use of Know How. Contractor shall use its know-how, intellectual property, talent, skills, and employees to perform the services. SFCFD shall conditionally receive a license to any and all pre-existing Contractor intellectual property and Know-How used in the creation of Deliverables and delivery of services as outlined below in paragraph 8 (Licensing and Intellectual Property) and the Contractor's 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 SFCFD. Contractor shall acquire such Materials as the parties mutually agree should be acquired, and it shall be the SFCFD's responsibility to pay for those materials.

D. Acceptance of Services and Deliverables. Contractor shall deliver completed Deliverables and services to SFCFD for acceptance. Each Work Order must detail the acceptance criteria for each Deliverable or service contained within that Work Order. If a Deliverable or services acceptance criteria is measurable objectively, it shall be complete upon satisfaction of that objective measurement without regard to either party's satisfaction with the Deliverable. If 1) a Deliverable's acceptance criteria is based on SFCFD's satisfaction with the Deliverable, or 2) no acceptance criteria is detailed, then the timeline in paragraph 3.B (Compensation) shall apply.

8. DATA AND INTELLECTUAL PROPERTY

A. SFCFD Data. All SFCFD data provided to Contractor remains at all times the property of the SFCFD unless otherwise specified by a Work 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 Work Order, and for use in an aggregated manner to monitor, operate, train artificial intelligence, and conduct statistical analyses relevant to the application's

proper functioning, maintenance, optimization, or improvement. Contractor will not in any way transfer to any third party any Confidential Information of SFCFD.

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

C. Grant 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 SFCFD a royalty-free, worldwide, transferable, non-exclusive, use license for these architectural structures, modules, and processes that may be used solely in conjunction with the Deliverables and services performed under Work Orders and in accordance with the license selected below in the attached Software Licensing Terms, conditioned upon full payment of the Work Order from which the Deliverable containing Pre-Existing IP originates. This license may not be transferred, and SFCFD 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 Work Order. New Deliverables utilizing the same Pre-Existing IP may require another license for that new Deliverable, in Contractor's discretion. New custom intellectual property authored by the parties in the course of performing a Work Order shall be owned by the party that authored the intellectual property and in the case of derivative works, it shall be owned by the party who owns the work from which the derivative is made, or as otherwise set forth in the Work Order. In the case of Contractor Software products licensed per the Software Licensing Terms, or Modified Off The Shelf Software as defined above, Contractor shall own all intellectual property related to or arising out of any Work Order. A Work Order may specify who owns the intellectual property embodied in a Deliverable; however, absent such terms in the Work Order, the terms of this Agreement shall control. Any right not hereby granted is reserved.

9. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

10. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

11. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

12. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

13. PERSONNEL

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

14. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

15. CONFIDENTIALITY

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

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 article 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; (iv) becomes known publicly, without fault on the part of a Party, subsequent to the receipt of the information by Party, or (v) is subject to disclosure under the New Mexico Inspection of Public Records Act, NMSA 1978, Section 14-2-1, et seq.

C. Survival. This provision shall survive the termination of this Agreement or of any license granted under this Agreement.

16. WARRANTIES

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

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT ABOVE, THE SERVICES CONTRACTOR PROVIDES TO SFCFD ARE PROVIDED WITHOUT ADDITIONAL WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS, OR STATEMENTS MADE PRIOR TO THIS AGREEMENT. CONTRACTOR HEREBY EXPRESSLY DISCLAIM, AND SFCFD HEREBY WAIVES, ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE SFCFD'S SOLE AND EXCLUSIVE REMEDIES.

17. LIMITATION OF LIABILITY

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

B. Any liability on the part of the County shall be governed by the limitations and restrictions in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

18. DISPUTE RESOLUTION

A. DUTY TO NEGOTIATE IN GOOD FAITH PRIOR TO FORMAL DISPUTES. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between representatives of each party. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the individual who

will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the notice, the representatives of each parties shall meet at a mutually acceptable time and place, or by teleconference.

19. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

20. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

21. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Work), of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

22. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

24. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

25. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

C. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be state district courts of New Mexico, located in Santa Fe County.

26. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this

Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

27. INDEMNIFICATION

A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein. Contractor shall have no obligation to defend or indemnify the County from claims arising out of the County's negligent or intentional wrongful acts or omissions.

B. The Contractor agrees that the County shall have the right to participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

28. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

29. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County Fire Department
Attn: Santa Fe County Fire Chief
35 Camino Justicia
Santa Fe, New Mexico 87508

To the Contractor: ImageTrend, Inc.
Michael McBrady
20855 Kensington Blvd.
Lakeville, Minnesota 55044

30. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the New Mexico Secretary of State on Contractor's behalf.

C. Contractor is legally registered and is properly licensed by the State of New Mexico to provide the services anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

31. SIGNATURES

Facsimile Signature. The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

Electronic Signatures. The parties agree to conduct transactions primarily via electronic means. Accordingly, each party accepts electronic signatures and Deliverables as equivalent to physical versions of the same.

Counterparts. This Agreement may be executed in counterpart originals, duly signed by both parties, each of which will be deemed an original but all of which, together, will constitute one and the same Agreement. Any terms not present in all counterpart copies are severed and void. Electronic counterparts are equally as valid as original counterparts.

32. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

33. INSURANCE

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than $1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County shall be a named additional insured on the policy.

C. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

34. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

35. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

36. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure form approved by the County.

37. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS

The Contractor hereby irrevocably appoints CT Corporation System, 206 S. Coronado Avenue, Espanola, New Mexico 87532, as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

38. SURVIVAL

The provisions of following paragraphs shall survive termination of this Agreement: INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; and SURVIVAL.

39. GENERAL TERMS

A. Business Days and Holidays. The parties agree a business day is 8 hours long, and excludes Saturdays, Sundays, and days reasonably considered a holiday by either party per each party's written policies. Unless otherwise specified in a Work Order, Contractor shall perform services only during business days, from 9:00 am CST to 5:00 pm CST.

B. Force Majeure. Neither party will be liable for delays nor for non-performance due to an unforeseeable event, external to this Agreement and the parties, where the occurrence of the event beyond the non-performing or delayed party's reasonable control ("Force Majeure Events.") This clause shall not apply to costs due to Contractor having to cancellation, reschedule, or modify travel arrangements per paragraph 3 above (Compensation). Force Majeure Events may include, but are not limited to: war, terrorism or threats of terrorism, civil disorder, labor strikes, fire, disease, medical epidemics or outbreaks, events which curtail necessary transportation facilities (e.g. airports), or other unforeseeable events where the occurrence of the event is beyond the non-performing or delayed party's control.

C. Reasonable Cooperation. SFCFD will reasonably cooperate with Contractor to the extent reasonably necessary to enable Contractor to perform the services described a Work Order. Accordingly, SFCFD will provide access, information or other materials in a fashion timely to the schedule of each Work Order. Contractor shall have no liability to SFCFD for delays arising out the actions or non-actions of SFCFD.

D. Waiver. No waiver by either party of any of any provision hereof shall constitute a waiver of any other term of this Agreement nor shall it preclude either party from enforcing its rights.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of last signature by the parties hereto.

SANTA FE COUNTY

Katherine Miller
Santa Fe County Manager

2-22-2021
Date

Approved as to form:

Roberta D. Joe for G.S.S.
Gregory S. Shaffer
Santa Fe County Attorney

February 17, 2021
Date

Finance Division:

Yvonne S. Herrera
Finance Director

2/18/2021
Date

CONTRACTOR:

Joseph T. Graw (Feb 17, 2021 19:02 CST)
(Signature)

Feb 17, 2021
Date

Joseph T. Graw
President

PRICE SHEET AND WORK ORDER ATTACHMENT

The prices below are based on the following SaaS transaction volumes, as provided by Client:
10,000 Incidents annually

One Time Fees

Description	SKU	Unit Price	Qty	Extended Amount
Direct Messaging Connection Fee - Per Hospital Connection	ELT.002.010.030	$200.00	5	$1,000.00
Elite™ Rescue Setup	ELT.003.002.003	$3,710.00	1	$3,710.00
Onsite Training Session - 8 Hours	ELT.006.003.004	$1,400.00	3	$4,200.00
Travel	ELT.006.003.008	Included	1	Included
MARS Setup	ELT.003.002.015	$2,500.00	1	$2,500.00
Community Health™ Add-on Setup	ELT.003.002.011	$1,500.00	1	$1,500.00

Total One-Time Fees: $12,910.00

Recurring Fees

Description	SKU	Unit Price	Qty	Extended Amount
Other CAD Vendor	ELT.002.007.019	$0.00	1	$0.00
Elite™ Rescue - SaaS *Includes Elite™ Field	ELT.001.002.015	$14,832.00	1	$14,832.00
Premium Plus Direct Messaging - EMS Agency	ELT.002.010.025	$3,900.00	1	$3,900.00
CAD Distribution	ELT.002.007.001	$3,500.00	1	$3,500.00
Auto Export to NEMSIS v3 Web Service	ELT.002.009.005	$3,500.00	1	$3,500.00
Target Solutions Distribution	ELT.002.011.003	$3,500.00	1	$3,500.00
Hospital Hub™ Distribution	ELT.002.010.007	$2,500.00	1	$2,500.00
Mobile Fire Inspections - SaaS	ELT.001.002.014	$3,200.00	1	$3,200.00
Investigations	ELT.001.002.018	$1,750.00	1	$1,750.00
Mapping and Reporting System (MARS)	ELT.001.002.028	$5,000.00	1	$5,000.00
Community Health™ Add-on	ELT.001.002.003	$4,500.00	1	$4,500.00
Continuum®	CTM.001.002.001	$4,000.00	1	$4,000.00
Continuum® EMS Content Package	CTM.001.002.002	$3,150.00	1	$3,150.00
Continuum® Fire Content Package	CTM.001.002.003	$3,150.00	1	$3,150.00

Total Recurring Fees: $56,482.00

TOTAL YEAR 1: $69,392.00

Send Invoices To:

Bobby Montoya
bmontoya@santafecountynm.gov
102 Grant Avenue, P.O. Box 276
Santa Fe, NM 87504

Payment Terms:

1. "One Time Fees" are due once, as specified by the Milestone terms below.
2. "Recurring Fees" are annual fees which recur each year. They are due on each anniversary of the fee, with the start date beginning upon completion as specified by the Milestone terms below. The Recurring Fees will escalate in price annually by 3% upon each anniversary of the Effective Date of this Agreement.
3. ImageTrend may temporarily suspend performance (e.g. cease to provide access, hosting, support) due to Client's breach of contract provided Client shall have 30 days to cure such breach before ImageTrend may suspend performance.
4. ImageTrend may charge to Client a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts. Client also agrees ImageTrend may charge to Client all reasonable costs and expenses of collection, including attorneys' fees where, in ImageTrend's discretion, payments are consistently deficient or late.
5. All Annual SaaS Fees are based upon anticipated transaction volumes (as provided by Client) and are subject to an annual usage audit. ImageTrend reserves the right to increase fees in accordance with increased transaction volume per the Unit Price listed in the tables above.
6. ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement.

MILESTONE 1

Site Available. ImageTrend software is available via the Web. This Site Available Milestone is complete when ImageTrend has provided Client: 1) at least one web URL to the ImageTrend software, and 2) a system administrator account with login credentials, and 3) Client is able to log into the ImageTrend software at that URL.

Description	Unit Price	Quantity	Extended Amount
Elite™ Rescue - SaaS *Includes Elite™ Field	$14,832.00	1	$14,832.00
Elite™ Rescue Setup	$3,710.00	1	$3,710.00
Mobile Fire Inspections - SaaS	$3,200.00	1	$3,200.00
Investigations	$1,750.00	1	$1,750.00
Mapping and Reporting System (MARS)	$5,000.00	1	$5,000.00
Community Health™ Add-on	$4,500.00	1	$4,500.00
MARS Setup	$2,500.00	1	$2,500.00
Community Health™ Add-on Setup	$1,500.00	1	$1,500.00
Continuum®	$4,000.00	1	$4,000.00
Continuum® EMS Content Package	$3,150.00	1	$3,150.00
Continuum® Fire Content Package	$3,150.00	1	$3,150.00
		Milestone 1 Total	$47,292.00

MILESTONE 2

Go Live. The parties understand that while the system can be infinitely configured and refined, that the software system must reach a level of readiness and it must "go-live" for usage by the end-users in its intended use cases. Client may desire staged roll out of different features or products for large implementations, or Client may desire to have all functions go live all at once. In the interest of defining a fair and objective measurement point, this Go Live Milestone will be complete when the Client's Software system processes, receives, transmits, generates, or otherwise interacts with the first non-test data record, excluding non-test data which is migrated on a one-time basis from another system.

Description	Unit Price	Quantity	Extended Amount
Other CAD Vendor	$0.00	1	$0.00
Premium Plus Direct Messaging - EMS Agency	$3,900.00	1	$3,900.00
Direct Messaging Connection Fee - Per Hospital Connection	$200.00	5	$1,000.00
CAD Distribution	$3,500.00	1	$3,500.00
Auto Export to NEMSIS v3 Web Service	$3,500.00	1	$3,500.00
Target Solutions Distribution	$3,500.00	1	$3,500.00
Hospital Hub™ Distribution	$2,500.00	1	$2,500.00
Onsite Training Session - 8 Hours	$1,400.00	3	$4,200.00
Travel	Included	1	Included
		Milestone 2 Total	$22,100.00

IMAGETREND COMMUNITY HEALTH TERMS OF USE

ImageTrend reserves the right to audit the Annual Number of Active Enrolled Patients on a yearly basis and increase prices according to the table below.

Pricing above is based on:

Annual Active Enrolled Patients

Active Enrolled Patient volume may be audited each year. ImageTrend may use this resulting figure to increase cost on future invoices per the table below.

Annual Support and Hosting Pricing to increase as Active Enrolled Patients Increases as follows:

Annual # of Enrolled Patients		
Min	Max	Annual Fee
-	49	$ 4,500.00
50	99	$ 7,500.00
100	199	$11,500.00
200	299	$14,500.00
300	399	$17,500.00
400	499	$20,500.00
500	+	$23,500.00

SOFTWARE LICENSING TERMS ATTACHMENT

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

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

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

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

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

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

SECTION 1. GRANT OF LICENSE TO SOFTWARE.

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

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

	and/or Licensed Information or copies thereof except as provided in this Agreement.
ImageTrend Hosted License ("License")	ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.
Client Hosted License ("On Premise License")	ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the Client hosting facility and subject to the attached Service Level Agreement. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement. Initial set up will require direct access to Client servers by ImageTrend personnel. However, after the installation is complete, management of non-ImageTrend software, operating systems, ancillary systems and the responsibility for keeping non-ImageTrend software updated will be the sole responsibility of Client. ImageTrend disclaims any and all liability arising out of out-of-date or otherwise insufficiently maintained non-ImageTrend software or hosting environment. ImageTrend has no duty to maintain the Client's hosted environment's cybersecurity. Client agrees to ensure that ImageTrend will have sufficient server access to fulfill ImageTrend's duties hereunder. Maintenance of Client Hardware, physical environment, storage, processing, patching, operating system maintenance, network device maintenance, Client 3rd party licenses (as outlined below), or any other task which is required to maintain the Client application hosting environment and is not directly arising out of a requirement of or defect to the ImageTrend application(s) are the sole responsibility of Client. It will not be ImageTrend's responsibility to maintain or resolve problems with Client's hosted environment. ImageTrend's sole responsibility shall be to provide application support for ImageTrend developed applications. Tasks which are ultimately discovered to be maintenance of the Client Hosting environment may be charged to Client at ImageTrend's out-of-scope rate of $175.00.

SECTION 2. PROTECTION OF SOFTWARE AND LICENSED INFORMATION

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

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

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

SECTION 3. IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE.

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

SECTION 4. INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.

IMPLEMENTATION. ImageTrend shall provide Client with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services known as "Implementation". During Implementation, Client must make available sufficient time and resources as is necessary to accomplish the milestones and tasks per the party's project plans (as applicable), typically between 4 and 15 hours a week. Depending on Client's objectives, Client may need to allocate more time or resources to achieve Client's desired timelines.

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

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

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

TRAINING USAGE AND EXPIRATION. The training line items and quantities as detailed in price table attached must be delivered within 1 year of the Effective Date. It shall be Client's responsibility to request the training session(s). Training not used within the 1 year cut-off shall expire and no refund or credit will be payable to Client.

SECTION 5. SOFTWARE WARRANTIES.

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

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

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

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

SECTION 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, attached for so long as Client has contracted for support (as indicated by a recurring fee containing the product name and word 'Support'). Specific out-of-scope system enhancement requests are excluded from support. Should Client desire specific source-code level modifications to the system, Client may submit a request to ImageTrend's UserVoice page at https://imageTrend.uservoice.com/.

SECTION 7. RETURN OF DATA.

Upon termination of this Agreement for any reason, Client may request ImageTrend provide to Client a

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

SECTION 8. IMAGETREND ELITE AUTHORIZED USERS AND SCOPE OF USAGE

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

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

Organization Type	Organization Definition	Authorized User Definition
Private Agency	Client responds to emergency medical incidents for-profit or not-for-profit and the Client is not a Governmental Entity.	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Public Agency, County, Region, or City for its own employed EMS workers ("Public Agency")	Client responds to emergency medical incidents and transports patients therefrom and is a Governmental Entity	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Hospital or Health Network	Client is a 1) hospital, 2) health network, 3) or other medical institution that provides care which does not involve responding to emergency medical incidents and transporting patients therefrom as a primary service of the organization; and Client is recognized and licensed as such by the Client's governing State	All employees & contractors of Client who respond to emergency medical incidents in their regular scope of employment at or from the named Hospital brick-and-mortar locations. If the specific brick-and-mortar location(s) is not named in a Work Order, then it shall be interpreted as the brick-and-mortar location from which the Client primary contact, Bobby Montoya or their successor, conducts their job duties most frequently.

State, County, Region, City for its constituents	Client is a Governmental Entity with authority or an official mandate to improve, facilitate, organize, surveil, investigate, report, collect reports of, or otherwise govern public health matters; or another entity acting under a grant or contract of and for equivalent authority	Licensed individuals within Client's legal or governing jurisdiction and geographic boundary, who to respond to emergency medical incidents in the regular scope of their employment, and not individuals whose primary job duty involves law enforcement.
Group Purchase (Multi-Agency)	Client(s) are a plurality of Private Agencies and/or Public Agencies	All employees & contractors of each named organization, who respond to emergency medical incidents
Financing Party (e.g. billing company) on behalf of Agency/City/County third party beneficiary	Client is an entity which does not respond to emergency medical incidents or provide for the care or transportation of patients; rather Client is an entity who procures or pays for a third party beneficiary who is a Private or Public Agency.	All employees & contractors of third party beneficiary Public or Private Agency, who respond to emergency medical incidents in the regular scope of their employment.

SERVICE LEVEL AGREEMENT ATTACHMENT

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

1. Customer Support

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

Severity Level	Example	Acknowledgement of Error Notice	Response Goal
High/Site Down	- Complete shutdown or partial shutdown of one or more Software functions - Access to one or more Software functions not available - Major subset of Software application impacted that is necessary for usage of the software	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six (6) hours
Medium	- Minor subsystem failure - Data entry or access impaired on a limited basis.	Within four (4) hours of initial notification	24 Business hours
Low	- User error (i.e. training) or forgotten passwords - Issue can or must be delegated to local Client contact as a first level of response for resolution	Same day or next business day of initial notification	As appropriate depending on nature of issue and party responsible for resolution

2. Data Ownership

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

3. Data Protection

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

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

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

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

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

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

a. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client or a third-party entity (or any of their vendors or service providers) and Client's or a third party entity's network services or end-user hardware.

b. Acts or omissions of Client, their employees, contractors, agents or representatives, third party vendors or service providers or anyone gaining access to the ImageTrend Services at the request of Client.

c. Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties.

d. Delays or failures due to circumstances beyond ImageTrend's reasonable control that could not be avoided by its exercise of due care.

e. Any outage, network unavailability or downtime outside the ImageTrend data center.

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

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

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

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

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

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

6. General

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

DATA EXCHANGE AUTHORIZATION

Between ImageTrend, Inc. ("ImageTrend"), a Minnesota Corporation located at 20855 Kensington Blvd., and Santa Fe County ("the Data Controller" and "Client") residing at 102 Grant Avenue, P.O. Box 276, Santa Fe, NM 87504 for transmitting ePHI data as identified below.

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

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

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

Description	Quote Description	Data Source	Data Destination
Auto Export to NEMSIS v3 Web Service	A NEMSIS 3.3.4 or 3.4.0 file can be automatically pushed to a NEMSIS v3 web service (agency's or biller's) based on specific criteria being met (i.e. incident status is 'Ready for Billing', incident is locked, etc.).	ImageTrend at Lakeville, MN 55044	
Premium Plus Direct Messaging - EMS Agency	Retrieval of outcome data from hospitals through Direct Messaging or Carequality operations query (where available). Currently not availble for use with CH. This offering transmits data based on the initial triggering status and the final triggering status. Includes all functionality in the Standard and Premium subscriptions.	ImageTrend at Lakeville, MN 55044	Kno2
Direct Messaging Connection Fee - Per Hospital Connection		ImageTrend at Lakeville, MN 55044	Kno2

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

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

The Parties hereby agree to this Data Exchange Authorization:

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

Client Santa Fe County	**ImageTrend**
Signature: [signature]	Signature: [signature]
Print Name: **Katherine Miller**	Print Name: Joseph T. Graw
Title: **County Manger**	Title: President
Date: 2-22-2021	Date: Feb 17, 2021

Approved as to form by Roberta D. Joe for G.S.S.
2/17/2021

[signature]
Santa Fe County Finance Director 2/18/2021

BUSINESS ASSOCIATE AGREEMENT

Santa Fe County and ImageTrend, Inc. have entered into Agreement No. 2021-0030-FD/MM. The performance of the services relating to Electronic Medical and Fire reporting services under Agreement No. 2021-0030-FD/MM by ImageTrend, Inc. may require the collection or transmission of protected health information ("PHI"), therefore Santa Fe County and ImageTrend, Inc. agree to the terms of this Business Associate Agreement.

This is an Agreement between **Santa Fe County** ("Covered Entity") and **ImageTrend, Inc.** ("Business Associate"). This Agreement, dated _____, 2021, is intended to meet Covered Entity's obligations to comply with the privacy and security regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and, under the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act") and the regulations issued by the Department of Health and Human Services ("HHS"), including the final omnibus rule ("HIPAA Regulations") (together HIPAA, the HITECH Act, and HIPAA Regulations shall be referred to as "HIPAA"). To the extent applicable, this Agreement is further intended to meet Covered Entity's obligations as a Qualified Service Organization under the Confidentiality of Alcohol and Drug Abuse Records regulations, 42 C.F.R. Part 2. Where applicable, references to "Business Associate" are intended to mean both a Business Associate under HIPAA and a Qualified Service Organization under 42 CFR Part 2.

This Agreement provides reasonable assurances from Business Associate that Business Associate will implement and/or maintain reasonable and appropriate administrative, technical, security, and physical safeguards to ensure the integrity and confidentiality of all individually identifiable protected health information ("PHI") it receives or possesses from Covered Entity.
This Agreement provides further assurances from Business Associate that Business Associate will comply with the requirements of 42 CFR Part 2 to the extent applicable.

1. Business Associate may use the information to assist Covered Entity with the activities for which Covered Entity uses Business Associate's products and services. Business Associate may use or disclose PHI as required by law. This Agreement does not authorize Business Associate to make any use or disclosure of the information that Covered Entity would not be permitted to make. Business Associate shall not use PHI in any manner that would constitute a violation of HIPAA or, if applicable, 42 CFR Part 2 if so used by the Covered Entity. By entering into this Agreement, Business Associate acknowledges that it is bound by HIPAA and the Confidentiality of Alcohol and Drug Abuse Records regulations under 42 CFR Part 2 to the extent Business Associate is receiving information from Covered Entity that it is subject to those regulations.

2. Business Associate is not an agent of Covered Entity. Covered Entity does not have the right or authority to control the Business Associate's conduct in the course of performing services for Covered Entity.

3. Business Associate will:

(A) Not use or further disclose Covered Entity's PHI except as permitted or required by agreements with Covered Entity, or otherwise required by law.

(B) To the extent 42 CFR Part 2 applies to the PHI Business Associate receives or possesses from Covered Entity, Business Associate will resist any efforts in judicial proceedings to obtain access to PHI except as expressly provided for in 42 CFR Part 2.

(C) Use appropriate safeguards to prevent use or disclosure of Covered Entity's PHI other than as provided for by Agreement No. 2021-0030-FD/MM with Covered Entity.

(D) Report to Covered Entity within seven (7) days of knowing of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of Covered Entity's PHI as breach is defined in 45 CFR 164.402 ("Breach") not permitted by this Agreement in accordance with the requirements of 45 CFR Section 164.410, except notification may be delayed if such delay is requested by a law enforcement official in accordance with 45 CFR Section 164.412. Business Associate shall include in its report to Covered Entity the following: (a) the identification of each individual whose PHI may have been accessed, acquired, used, or disclosed during the Breach; (b) a brief description of what happened, including the date of the Breach and the date of discovery of the Breach; (c) a description of the types of PHI that were involved in the Breach; (d) steps individuals may take to protect themselves from potential harm resulting from the Breach; and (e) a description of what the Business Associate is doing to investigate the Breach, mitigate harm to individuals, and protect against further Breaches. In the event this information is not immediately available, Business Associate shall provide the information to Covered Entity as it is discovered. Business Associate shall assist Covered Entity as requested to provide notification to affected individuals, and, if requested by Covered Entity, Business Associate agrees to provide a toll-free number, e-mail address, website, or postal address for individuals to ask questions or learn additional information about the Breach. Business Associate agrees to be responsible for costs related to notifying affected individuals of the Breach, including costs incurred by Covered Entity to mail notifications and maintain a toll-free number or website.

(E) In addition, where a disclosure of PHI has not occurred, but there has been an attempted or successful unauthorized access, use, disclosure, modification, or destruction of Covered Entity's PHI or interference with Business Associate's information system operations, of which Business Associate becomes aware, Business Associate will report such incident to Covered Entity. Business Associate will take prompt corrective action to mitigate any harmful effect that may result from the use or disclosure.

(F) Ensure that Business Associate's agents and subcontractors to whom Business Associate provides Covered Entity's PHI agree to the same restrictions and conditions that apply to Business Associate. Prior to disclosing PHI to a third party, Business Associate will obtain (i) a written agreement containing reasonable assurances from such third party that the PHI will be held confidential as provided in this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to the third party, and (ii) an agreement from the third party to immediately notify Business Associate of any breaches of confidentiality of the PHI to the extent it has obtained knowledge of such Breach.

(G) Make reasonable efforts to use, to disclose, and to request only the minimum amount of the Covered Entity's PHI reasonably necessary to accomplish the intended purpose of Agreement No. 2021-0030-FD/MM, except that Business Associate will not be obligated to comply with this minimum necessary limitation if neither Business Associate nor Covered Entity is required to limit its use. Business Associate and Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with HIPAA.

(H) Develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that Business Associate creates, receives, maintains, or transmits on Covered Entity's behalf as required by the Security Rule or otherwise set forth in HIPAA.

(I) Make any PHI that Business Associate stores or maintains for Covered Entity available in the medium and format in which Business Associate maintains it so Covered Entity can meet its obligation to provide access to the information. In the event Business Associate receives a request for access to PHI directly from the individual, Business Associate will forward that request to Covered Entity within five (5) business days and will so advise the individual requesting access. The Covered Entity will be responsible for responding to the individual's request.

(J) Make any PHI that Business Associate maintains for Covered Entity available to Covered Entity for amendment and incorporate any amendments Covered Entity requests.

(K) Document and provide to Covered Entity an accounting of disclosures of PHI made by Business Associate that Covered Entity will need to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528 or 42 CFR Part 2. With respect to disclosures related to an electronic health record, Business Associate will provide the accounting directly to the Covered Entity.

(L) Make Business Associate's internal practices, books, and records relating to the use and disclosure of Covered Entity's PHI available to the Secretary of HHS, for purposes of determining compliance with legal obligations.

(M) Upon termination of Agreement No. 2021-0030-FD/MM between Business Associate and Covered Entity, Business Associate will return or destroy (if agreed to by Covered Entity) all of Covered Entity's PHI that Business Associate maintains in any form and retain no copies of such information or, if return or destruction is not feasible, extend the protections of this Agreement to that information and limit further use and disclosure to those purposes that make the return or destruction of the information infeasible. The obligation to return or destroy all PHI received from Covered Entity or created by Business Associate on Covered Entity's behalf shall include any PHI in the possession of Business Associate's agents or subcontractors. The obligations set forth in this paragraph shall survive termination of this Agreement.

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

4. Business Associate will not directly or indirectly receive remuneration in exchange for any PHI of an individual unless the Covered Entity or Business Associate obtained from the individual a valid authorization that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving PHI of that individual, except as otherwise allowed under HIPAA or the HITECH Act; however this prohibition will not affect payment by

Covered Entity to Business Associate for services performed pursuant to Agreement No. 2021-0030-FD/MM.

5. If Business Associate conducts in whole or part electronic transactions on behalf of Covered Entity for which HHS has established standards, Business Associate will comply, and will require any subcontractor or agent it involves with the conduct of such transactions to comply, with each applicable requirement of the HIPAA Electronic Transactions Rule.

6. If there is a material breach of this Agreement, Covered Entity may terminate Agreement No. 2021-0030-FD/MM under which Business Associate has access to Covered Entity's PHI. Except to the extent expressly stated herein or by HIPAA or 42 CFR Part 2, Covered Entity and Business Associate agree that they do not intend to create any rights in any third parties. Business Associate agrees that, in the event that any provisions in any other agreements between Business Associate and Covered Entity that provide for additional restrictions on the use or disclosure of protected health information, those more restrictive provisions will control. Business Associate will comply with any restriction request of Covered Entity if (a) except as otherwise required or prohibited by law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not solely for purposes of carrying out treatment); and (b) the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out-of-pocket in full.

7. Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Agreement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Agreement if feasible, or if termination is not feasible, may report the problem to the Secretary of HHS.

8. This Agreement shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

9. In the event that Business Associate determines that returning or destroying PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, 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.

10. This Agreement is intended to comply with the privacy and security rules as set forth in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and

Part 164, Subparts A and E and the HITECH Act and with the provisions of 42 CFR Part 2. Terms used, but not otherwise defined, in this Agreement will have the same meaning as those terms in the HIPAA Regulations and 42 CFR Part 2. If there is any ambiguity in this Agreement, it will be resolved to permit Covered Entity's compliance with HIPAA and HIPAA Regulations and 42 CFR Part 2.

11. Business Associate agrees to amend this Agreement from time to time as is necessary to comply with the requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, 42 CFR Part 2, and upon the enactment of any law or regulation affecting the use/or disclosure of PHI, or upon the publication of any court decision relating to any such law, interpretive policy, opinion, or guidance by any governmental agency charged with the enforcement of such law or regulation. Any other modification of this Agreement may only be made through a writing signed by both parties and an oral modification shall have no effect.

12. This Business Associate Agreement is effective upon the date of last signature by the parties hereto and remains in effect for the term of Agreement No. 2021-0030-FD/MM.

SANTA FE COUNTY

2-22-2021
Date

Katherine Miller
Santa Fe County Manager

Approved as to form by Roberta D. Jos for G.S.S.
2/17/2021

Santa Fe County Finance Director 2/18/2021

IMAGETREND, INC.

Joseph T. Graw (Feb 17, 2021 19:02 CST)

Feb 17, 2021
Date

Joseph T. Graw
President