

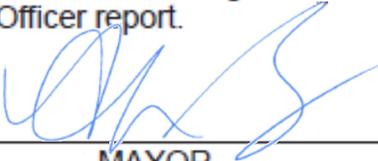
0150-11350-0001

**TRANSMITTAL**

TO The Council	DATE 05/07/21	COUNCIL FILE NO. -
FROM The Mayor		COUNCIL DISTRICT All

**Proposed agreement with ImageTrend, Inc.  
to replace the electronic patient care reporting system**

The proposed agreement between the Los Angeles Fire Department and ImageTrend, Inc., is transmitted for further processing. After receipt, the Council has 60 days to act, otherwise the matter will be deemed approved, pursuant to Los Angeles Administrative Code Section 10.5(a). See the attached City Administrative Officer report.



(Ana Guerrero for)

\_\_\_\_\_  
MAYOR

RHL:DP:04210093

**Report From**  
**OFFICE OF THE CITY ADMINISTRATIVE OFFICER**  
**Analysis of Proposed Contract**  
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 04-20-21	C.D. No. --	CAO File No.: 0150-11350-0001				
Contracting Department/Bureau: Los Angeles Fire Department		Contact: Muriel Gee (213) 978-3461					
Reference: Transmittal from the Board of Fire Commissioners dated February 5, 2021; Mayor's Office approval through the Cost Containment Measures process on April 6, 2021							
Purpose of Contract: To replace the electronic patient care reporting system.							
Type of Contract: (X) New contract ( ) Amendment, Contract No.		Contract Term Dates: Five years, with three options to extend in two-year increments.					
Contract/Amendment Amount: \$6,120,292							
Proposed amount \$6,120,292 + Prior award(s) \$ 0= Total \$6,120,292							
Source of funds: Contractual Services Account 003040 100/38 Field Data Capture							
Name of Contractor: ImageTrend, Inc.							
Address: 20855 Kensington Blvd. Lakeville, MN 55044							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program	X		
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested	X			11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 0%				14. California Iran Contracting Act of 2010	X		

**RECOMMENDATION**

That the Council, subject to approval by the Mayor, approve and authorize the Fire Chief, or designee, to execute the proposed agreement with ImageTrend, Inc. for a five-year term commencing upon execution, and a maximum allowable compensation of \$6,120,292, subject to approval by the City Attorney as to form.

**SUMMARY**

At its special meeting of February 2, 2021, the Board of Fire Commissioners approved the proposed agreement between the Los Angeles Fire Department (Department) and ImageTrend, Inc. (Contractor) to replace the electronic patient care reporting (ePCR) system with a new, integrated system that supports the Department's operational needs. The term of the proposed agreement is five years, with three options to extend in two-year increments. The maximum allowable compensation shall not exceed \$6,120,292 over the five-year term, subject to available funding.

The Emergency Medical Services (EMS) Bureau oversees the work of Emergency Medical Technicians and Paramedics who generate ePCRs daily for emergency ambulance transports. The current ePCR was developed in 2011 and poses several challenges to the Department. This includes, but is not

Delilah Puche			 City Administrative Officer
DP	Analyst	04210093	

limited to: cumbersome user interface, limited access to valuable information, inability to integrate with new technology, limited customization dependent on the contractor, and lacking a real-time status update capability.

Under the terms of the proposed agreement, the Contractor will perform all required system software administration, management, configuration, and setup tasks to deliver the system. The Contractor shall provide an application programming interface that allows for the near real-time exchange of information. The Contractor shall integrate the system to the Department's emergency services billing contractor. The Contractor will also work with the Department to develop a training plan to support both end-user and system administrators. In accordance with Section 5 Payment and Invoicing, the Contractor will receive payment for Project Milestones in Year 1 of the agreement totaling \$1,410,117. The Milestones consist of the following deliverables: 1. Project Initiation \$317,050; 2. System Go-Live \$546,534; and 3. Custom Integrations \$546,533. Each subsequent year will be subject to available funding and project milestones. Funding for the proposed agreement is provided within the Department's Contractual Services Account – Field Data Capture line item.

On June 12, 2019, the Department released a Request for Proposals for an Electronic Patient Care Reporting System that complies with all federal, state, and local regulatory and reporting requirements. Eight proposals were received by the August 14, 2019 deadline. An Evaluation Committee comprised of personnel from the Department's Emergency Medical Services Bureau and Information Technology Bureau reviewed the responses and scored the proposals based on the following criteria:

- *Company Qualifications and Experience* – Proposer's overall qualifications;
- *Approach and Methodology* – Proposer's overall understanding of the project and deliverables;
- *Fit to Requirements* – Proposer's response to technical and functional requirements; and,
- *Cost* – Proposer's overall cost.

The Contractor scored the highest out of the eight bidders with a score of 79. The next closest bidder had a score of 66. The Evaluation Committee found that the Contractor has extensive experience providing software solutions of similar complexity to more than 8,000 EMS agencies, which include large municipal public fire organizations.

On April 14, 2019, the Personnel Department completed a Charter Section 1022 Determination and found that although City employees do have the ability to perform the work proposed, the project is of limited duration that would result in layoff of staff, time constraints require immediate staffing, and the work assignment exceeds staffing availability. Therefore, this Office finds that the proposed services can be done more feasibly by a contractor than City employees. A Notice of Intent to Contract was submitted to the Employee Relations Division on April 1, 2019.

On November 4, 2020, the Department executed a Fourth Amendment (C-117907) with Stryker Sales Corporation (previously ScanHealth) to allow for the completion of the Request for Proposals process and a transition period with the newly selected vendor. The proposed agreement with the Contractor will replace those services currently performed by Stryker Sales Corporation.

In accordance with Los Angeles Code Section 10.5(a), Council approval of the proposed agreement is required because the term exceeds three years. To the best of our knowledge, the Contractor has complied with all standard provisions for City contracts, as well as City contracting requirements.

## **FISCAL IMPACT STATEMENT**

Approval of the recommendation stated in this report will authorize the Los Angeles Fire Department to enter into an agreement with ImageTrend, Inc., for the replacement of the electronic patient care reporting system. The maximum allowable compensation shall not exceed \$6,120,292 over the five-year term. Funding for this agreement is provided within the Department's Contractual Services Account - Field Data Capture Services. This Office found that the proposed agreement is in accordance with the provisions of the Mayor's Belt Tightening memo dated March 19, 2020, whereas new contractual agreements will be authorized that are essential to public health and safety. There is no additional impact on the General Fund.

## **FINANCIAL POLICIES STATEMENT**

The recommendation stated in this report comply with the City's Financial Policies in that current operations will be funded by current revenues.

*RHL:DP:04210093*

Attachment

# LOS ANGELES FIRE COMMISSION

BOARD OF  
FIRE COMMISSIONERS

DELIA IBARRA  
PRESIDENT

ANDREW GLAZIER  
VICE PRESIDENT

JIMMY H. HARA, M.D.  
REBECCA NINBURG  
JIMMIE WOODS-GRAY

LETICIA GOMEZ  
COMMISSION EXECUTIVE ASSISTANT II



ERIC GARCETTI  
Mayor

SUE STENDEL  
INDEPENDENT ASSESSOR

EXECUTIVE OFFICE  
200 NORTH MAIN STREET, SUITE 1840  
LOS ANGELES, CA 90012

(213) 978-3838 PHONE  
(213) 978-3814 FAX

February 5, 2021

Honorable Eric Garcetti  
Mayor, City of Los Angeles  
Room 303, City Hall  
Attn: Legislative Coordinator

[BFC 21-014] – AGREEMENT WITH IMAGETREND, INC. FOR AN ELECTRONIC PATIENT CARE REPORTING SYSTEM PURSUANT TO THE REQUEST FOR PROPOSALS NO. 2019-038-003

At its special meeting of February 2, 2021, the Board of Fire Commissioners approved the report and its recommendations. The report is hereby transmitted to the Mayor for consideration and approval.

Should you need additional information, please contact the Board of Fire Commissioners' office at 213-978-3838.

Sincerely,

Commission Executive Assistant II

Attachments

cc: Board of Fire Commissioners (without attachments)  
Fire Chief Ralph M. Terrazas (without attachments)

APPROVED: *2/2/21*  
BOARD OF FIRE COMMISSIONERS  
BY: *Ralph M. Terrazas*  
COMMISSION EXECUTIVE ASSISTANT



RALPH M. TERRAZAS  
FIRE CHIEF

January 12, 2021

BOARD OF FIRE COMMISSIONERS  
FILE NO. 21-014

TO: Board of Fire Commissioners

FROM: *RMT* Ralph M. Terrazas, Fire Chief

SUBJECT: AGREEMENT WITH IMAGETREND, INC. FOR AN ELECTRONIC  
PATIENT CARE REPORTING SYSTEM PURSUANT TO THE REQUEST  
FOR PROPOSALS NO. 2019-038-003

FINAL ACTION:	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Corrections	<input type="checkbox"/> Withdrawn
	<input type="checkbox"/> Denied	<input type="checkbox"/> Received & Filed	<input type="checkbox"/> Other

**SUMMARY**

The Los Angeles Fire Department (LAFD) responds to approximately 385,000 emergency medical service (EMS) calls per year and uses electronic patient care reporting (ePCR) software to document the medical care that is provided by LAFD members. The current ePCR software system has been in use by the LAFD for more than ten (10) years and has, over time, become increasingly difficult to use and no longer meets the Department's needs. The LAFD depends on the continued availability and ongoing support of this highly specialized software in order to accurately record patient care given by LAFD members, to provide accurate records that are required for EMS billing, and to ensure compliance with various regulations and statutes.

On June 12, 2019, the LAFD issued a Request for Proposals (RFP) for an Electronic Patient Care Reporting System (RFP No. 2019-38-003). The selected contractor, ImageTrend, Inc. (ImageTrend), submitted a proposal in response to the RFP, and the LAFD has determined that they possess the qualifications and experience necessary to provide the services requested in that it received the highest score out of the eight (8) proposals that were evaluated. ImageTrend is a professional services and software company with experience providing software solutions of similar complexity for more than 8,000 EMS agencies, including other large municipal public fire organizations similar to the LAFD and located throughout the U.S.

The proposed term is for five (5) years, commencing upon the date of execution by the City Clerk, and terminating five (5) years from that date, with the option for three (3) two-year extensions. The maximum compensation is not to exceed \$6,120,292.

The attached Agreement has been reviewed and approved by the City Attorney as to legal form. Pursuant to Los Angeles City Charter Section 373, approval by the City Council is required.

**RECOMMENDATIONS**

That the Board:

1. Approve and authorize the Fire Chief to execute the Agreement with ImageTrend, Inc. to provide an electronic patient care reporting system for a five-year term, commencing upon the date of execution by the City Clerk, and terminating five years from that date, with authority for the Fire Chief to exercise the options to execute an amendment to extend the term of the Agreement for up to three two-year terms, contingent on the contractor having provided satisfactory services under the Agreement, and subject to review and approval by the City Attorney.
2. Transmit the Agreement to the Mayor for review and approval, in accordance with Executive Directive No. 3.

**FISCAL IMPACT**

Funding for this Agreement will be from Fund 100/38, Account 003040, Contractual Services.

Board Report prepared by Scott B. Porter, Chief Information Officer, Information Technology Bureau.

Attachments

**Attachment: Final Scoring Summary**

An Evaluation Committee, comprised of personnel from the Department’s Emergency Medical Services Bureau and Information Technology Bureau, reviewed and scored the eligible proposals based on the following criteria:

- **Company Qualifications & Experience**
- **Approach and Methodology**
- **Fit to Requirements**
- **Cost**

The evaluation scores of the eight (8) eligible proposers are listed below.

<b>Scoring Rank</b>	
<b>Vendor</b>	<b>Score</b>
ImageTrend, Inc.	79
World Advancement of Technology for EMS and Rescue (WATER)	66
Advanced Data Processing, Inc.	61
Zoll Data Systems	60
Medusa Medical Technologies	59
Interdev Technologies, Inc.	58
Stryker	57
Beyond Lucid	50

Of the eight eligible proposers, ImageTrend, Inc. received the top score of 79 points.

AGREEMENT NO. \_\_\_\_\_

AGREEMENT BETWEEN

THE CITY OF LOS ANGELES

AND

IMAGETREND, INCORPORATED

FOR

ELECTRONIC PATIENT CARE REPORTING SOFTWARE

TABLE OF CONTENTS

**1.0 SECTION 1: GENERAL INFORMATION.....2**  
**2.0 SECTION 2: TERM OF AGREEMENT .....3**  
**3.0 SECTION 3: SCOPE OF WORK .....4**  
**4.0 SECTION 4: OPTIONAL SERVICES.....5**  
**5.0 SECTION 5: PAYMENT AND INVOICING.....5**  
**6.0 SECTION 6: DATA, MANAGEMENT, SECURITY, AND PRIVACY .....7**  
**7.0 SECTION 7: REPRESENTATIONS AND WARRANTIES.....13**  
**8.0 SECTION 8: SOURCE CODE ESCROW AGREEMENT .....15**  
**9.0 SECTION 9: MISCELLANEOUS .....15**  
**10.0 SECTION 10: NON-EXCLUSIVE AGREEMENT .....16**  
**11.0 SECTION 11: CITY CONTRACTING REQUIREMENTS.....16**  
**12.0 SECTION 12: ORDER OF PRECEDENCE.....16**  
**13.0 SECTION 13: ENTIRE AGREEMENT.....17**  
**14.0 SECTION 14: COUNTERPARTS/ELECTRONIC SIGNATURES .....17**

AGREEMENT NO. \_\_\_\_\_

AGREEMENT  
BETWEEN THE CITY OF LOS ANGELES  
AND  
IMAGETREND, INCORPORATED

This Agreement (hereinafter referred to as “Agreement”) is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as “City”), acting by and through the Los Angeles Fire Department (hereinafter referred to as “Fire Department” or “LAFD” or “Department”), and ImageTrend, Incorporated, a Minnesota corporation (hereinafter referred to as “Contractor”), with reference to the following:

WHEREAS, the LAFD responds to approximately 385,000 emergency medical service (EMS) calls per year and uses electronic patient care reporting (ePCR) software to document the medical care that is provided by LAFD members; and

WHEREAS, the current ePCR software system has been in use by the Department for more than ten (10) years and has, over time, become increasingly difficult to use and no longer meets the Department’s needs; and

WHEREAS, the LAFD depends on the continued availability and ongoing support of this highly specialized software in order to accurately record patient care given by LAFD members, to provide accurate records that are required for EMS billing, and to ensure compliance with various regulations and statutes; and

WHEREAS, the LAFD identified the need to replace the existing system with a more modern software system that is better suited to meet the current and future needs of the Department, and is easier for the Department to modify and maintain; and

WHEREAS, competitive bidding under Charter Section 371 was not required for this Agreement because the Agreement is for the performance of professional, scientific, expert, technical, or other special services of a temporary and occasional character for which competitive bidding under Charter Section 371 is not practicable or advantageous; and

WHEREAS, pursuant to Charter Section 372, on June 12, 2019, the LAFD issued a Request for Proposals (RFP) for an Electronic Patient Care Reporting System (RFP No. 2019-38-003); and

WHEREAS, the Contractor submitted a proposal in response to the RFP, and the LAFD has determined that the Contractor possesses the qualifications and experience necessary to provide the services requested in that it received the highest score out of the eight (8) proposals that were evaluated; and

WHEREAS, the Contractor is a professional services and software development company with experience providing software solutions of similar complexity for more than 8,000 EMS agencies,

including other large municipal public fire organizations similar to the LAFD and located throughout the U.S.; and

WHEREAS, pursuant to Charter Section 1022, the City has found that this service can be performed more feasibly by a contractor than by City employees; and

WHEREAS, the City and Contractor desire to enter into this Agreement for a five (5) year term not to exceed \$6,120,292 with the option to extend the term on time for an additional six (6) years, exercised in three (3) two-year increments, subject to the availability of funds.

NOW, THEREFORE, the City and the Contractor agree as follows:

## 1.0 SECTION 1: GENERAL INFORMATION

### 1.1 Project Overview

The purpose of this project is to replace the aging electronic patient care reporting system (ePCR) with a new, easy to use system that can support the Department's more than 385,000 annual electronic patient care reports and full range of operational needs.

### 1.2 Work Location

Contractor's Key Personnel, including the Project Manager and Solution Architect, shall be available to work on-site at LAFD facilities as needed in order to attend key meetings and or participate in scheduled project events and/or milestones. Contractor's development and support personnel will work off-site at Contractor's office locations.

### 1.3 Representatives of the Parties

#### 1.3.1 Parties to the Agreement

- A. City – The City of Los Angeles, a municipal corporation, chartered by the State of California, acting by and through the Los Angeles Fire Department, having its principal office at:

Los Angeles City Fire Department Headquarters  
200 North Main St., 18<sup>th</sup> Floor  
Los Angeles, CA, 90012

- B. Contractor – ImageTrend, Inc. a Minnesota corporation, having its principal office at:

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

### 1.3.2 Representative of the Parties

The representatives of the respective parties authorized to administer this Agreement, and to whom formal notices, demands, and communications shall be given are as follows:

A. The representative of the City shall be, unless otherwise stated in this Agreement:

Ralph M. Terrazas, Fire Chief  
Los Angeles Fire Department  
200 N. Main St., Room 1800  
Los Angeles, CA 90012

With copies to:

Scott Porter, Chief Information Officer  
Los Angeles Fire Department  
200 N. Main St., Room 1660  
Los Angeles, CA 90012

B. The Contractor's representative is, unless otherwise stated in the Agreement:

Joseph T. Graw, Chief Operating Officer  
ImageTrend, Inc.  
20855 Kensington Blvd.  
Lakeville, MN 55044

C. Communication Between Parties

Formal notices, demands, and communication required hereunder by either party shall be made in writing and may be affected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

## 2.0 SECTION 2: TERM OF AGREEMENT

### 2.1 Term

The term of this Agreement shall commence upon the date of attestation by the Los Angeles City Clerk, and will terminate five (5) years from that date, unless otherwise terminated by the City as provided for in this Agreement.

### 2.2 Amendments

This Agreement may be extended for an additional six (6) years, exercised in three (3) two-year increments, utilizing the amendment process described in Section PSC-5, Amendment, of Attachment A – Standard Provisions for City Contracts (Rev. 10/17)[v.3], attached hereto and incorporated by reference herein. Any amendment to extend the term of this Agreement is contingent on the availability of funds and the Contractor having provided satisfactory services under this Agreement.

### 2.3 Ratification of Agreement

To the extent that the Contractor may have begun performance of the services before the date of execution at the City's request and due to the immediate needs of the LAFD, the City hereby ratifies and accepts those services performed in accordance with this Agreement and authorizes payment as provided by the terms of this Agreement. Notwithstanding this Section, the term of this Agreement will remain as stated above.

## 3.0 SECTION 3: SCOPE OF WORK

### 3.1 Contract Services

The Contractor shall provide the system software solution and services (the "System") as described in the Statement of Work, attached hereto as Attachment B and incorporated into this Agreement by reference as though fully set forth herein and in the Contractor's Response to LAFD's RFP No. 2019-38-003, attached hereto as Attachment C and incorporated into this Agreement by reference as though fully set forth herein.

### 3.2 Licensing

The Contractor hereby grants City a license to access and use the System and all constituent components. City's license to access and use the System includes an unlimited number of end-user licenses for LAFD to use for its governmental purposes.

### 3.3 In Scope Services

The project scope includes the following systems:

- Electronic Patient Care Reporting (ePCR)
- National Fire Incident Reporting System (NFIRS)
- ImageTrend Report Writer and Continuum
- ImageTrend Datamart

The project scope includes the following services for each system:

- Project Management
- System Design and Configuration
- System Installation and Testing
- System Training
- System Implementation Support
- System Warranty, Maintenance and Support

### 3.4 Out of Scope Services

Unless mutually agreed to by both parties by way of an amendment to this Agreement, any other services not specifically listed in this Agreement are considered out of scope. The City shall not be responsible to pay Contractor for any out of scope work not described in this Agreement, and not agreed to by the parties in writing by way of an amendment to this Agreement. Contractor shall immediately notify the City in writing of any work that is requested to be performed that is outside of the original scope of work covered by this Agreement. If it is determined that the request is outside of the scope of work, Contractor shall not perform the requested work unless and until (i) the City approves the request in writing and authorizes the use of any contingency

funds for the work, and (ii) an amendment providing for an adjustment in Contractor’s compensation and the scope of work is approved and executed by both parties.

4.0 SECTION 4: OPTIONAL SERVICES

From time to time, additional services may be required that are not included within the scope of this Agreement. Any such services that may be needed in the future will be addressed with a separate scope of work, cost and schedule, and may be included in this Agreement by amendment.

5.0 SECTION 5: PAYMENT AND INVOICING

5.1 Total Fixed Price

The total, not to exceed, amount for this contract is \$6,120,292.

5.2 Payment Milestones

The project payment milestones are defined in Attachment B, Statement of Work Section 1.4 Project Milestones.

The Year 1 Contract total of \$1,410,117 will be paid as follows:

Payment Milestone	Amount Due
Milestone #1 Project Initiation	\$317,050.00
Milestone # 2 System Go-Live	\$546,534.00
Milestone #3 Custom Integrations	\$546,533.00

After Year 1, the City, may, at its discretion and provided funding is available, continue annual service each year thereafter (Years 2 - 5) at a firm, fixed price as follows:

Payment Milestone	Amount Due	Due Date
Year 2	\$1,125,859	To be determined
Year 3	\$1,159,635	To be determined
Year 4	\$1,194,424	To be determined
Year 5	\$1,230,257	To be determined

After Year 5, the City, may, at its discretion and provided funding is available, continue annual service each year thereafter for up to three (3) two-year increments, at an annual increase from the previous year of no more than 3% each year. Project pricing detail is

included in Attachment D – Quote, attached hereto and incorporated by reference herein.

### 5.3 Travel Expenses

The Contractor, from time to time, shall provide for staff to meet on-site with the LAFD as-needed to participate in key scheduled project events such as milestones, deliverables or other important project events. Contractor travel that is included in the firm fixed price and shall be limited to no more than eleven (11) total trips and not be billed separately. In the event that additional travel is required and the Contractor seeks reimbursement from the City for that travel, the Contractor may submit a request in writing in accordance with Section 3.4 Out of Scope Services for City review and approval, prior to travel in order for the travel to be reimbursable by the City.

City shall only pay Contractor for those travel costs incurred in accordance with the City Travel Policy, attached hereto and incorporated herein as Attachment E. Travel costs incurred by the Contractor will be reimbursed only in accordance with the terms of the City Travel Policy, Attachment. Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

### 5.4 Invoicing

5.4.1 The Contractor shall submit their invoices to:

Scott Porter, Chief Information Officer  
Los Angeles Fire Department  
200 North Main Street, Room 1660  
Los Angeles, CA 90012

The invoice must contain the following:

- a. Name and address of company or firm;
- b. Name and address of the contracting department;
- c. Date of the invoice and period covered;
- d. Reference to contract number;
- e. Description of the completed task and amount due for the task;
- f. Copy of the invoices and payments to third parties, if any;
- g. Payment terms, total due, and due date;
- h. Certification by a duly authorized officer of the Contractor;
- i. Discounts and terms (if applicable);
- j. Remittance address (if different from company address); and
- k. Percentage of maximum allowable compensation against which services have been billed to date, and percentage of maximum allowable compensation remaining.

## 6.0 SECTION 6: DATA, MANAGEMENT, SECURITY, AND PRIVACY

### 6.1 Data Ownership and Use

The City is the sole and exclusive owner of all data and information that is managed or contained within the system and/or provided to the Contractor by or on behalf of City pursuant to this Agreement and any and all updates or modifications thereto or derivatives thereof made by Contractor (“City Data”), and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. Subject to the restrictions articulated elsewhere in this Agreement, City grants Contractor a non-transferable, non-exclusive, terminable at-will license, solely for the term of this Agreement, to use City Data solely for purposes of performing the services pursuant to this Agreement for City’s benefit.

### 6.2 Confidential Data

City Data is Confidential Information for the purposes of this Agreement. Contractor shall not use City Data for any purpose other than that of rendering the services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit City Data. Contractor shall not possess or assert any lien or other right against or to City Data. City may request an export of City Data stored within the systems or held by Contractor in any form or format at no charge to City.

### 6.3 Data Protection in General

The protection of personal privacy and personally identifiable data shall be an integral part of the business activities of Contractor, and Contractor shall use all reasonable efforts to prevent inappropriate or unauthorized use of City Data at any time and safeguard the confidentiality, integrity, and availability of City Data.

### 6.4 Data Protection Unauthorized Access

Contractor shall implement and maintain appropriate administrative, technical and organizational security measures in order to safeguard against unauthorized access, disclosure, or theft of City Data in a manner that is compliant with the Health Insurance Portability and Accountability Act (HIPAA). Contractor shall protect City Data using no less than the security means and technology necessary to meet the standard of care relevant to the data at issue, in any event, security measures no less stringent than the measures Contractor applies to its own personal or confidential data.

### 6.5 Business Associate Agreement (BAA)

The LAFD is a Covered Healthcare Entity within the City organization, and in accordance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and to ensure the security of documents containing Protected Health Information (“PHI”), the Contractor by entering into this Agreement with the LAFD agrees to abide by the Business Associate Agreement (“BAA”), City Contract Number C-135521, dated April 30, 2020, attached hereto as Attachment F and incorporated into this Agreement by reference as though fully set forth herein.

### 6.6 Data Protection Encryption

Unless otherwise stipulated in writing, Contractor shall encrypt all City Data at rest and in transit with controlled access. The Contractor shall apply and support encryption solutions that are certified against U.S. Federal Information and Processing Standard 140-2, Level 2, or equivalent

industry standard, and verify that the encryption keys and keying material are not stored with any associated data. Whenever and wherever applicable, Contractor shall apply and support industry standards or better for tokenization, fraud-use protection, format-preserving encryption, and data encryption technology.

#### 6.7 Data Protection Copying

At no time shall any City data be copied, disclosed, or retained by Contractor or any party related to Contractor, including its subcontractors, for use in any process, publication, or transaction that is not specifically authorized by the City in writing.

#### 6.8 Data Protection Hacking

Contractor shall secure and protect all City Data from hacking, viruses, ransomware, and denial of service and related attacks.

#### 6.9 On Shore Development and Access

Contractor shall provide its services to the City and its end users solely from data centers in the continental United States of America. Storage of City Data at rest shall be located in the continental United States of America. Contractor shall not allow its personnel or subcontractors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at Contractor's continental United States of America headquarters or data centers. Contractor may permit its personnel and subcontractors to access City Data remotely only as required to provide Contracted Services. Contractor shall neither access nor allow a third-party access to City Data from any location outside of the continental United States of America. Contractor shall not provide any services under this Agreement from a location outside of the continental United States of America, absent receipt of City's express approval.

#### 6.10 Access Limitations

Contractor shall use precautions, including, but not limited to, physical software and network security measures, personnel screening, training and supervision, and appropriate agreements to prevent anyone other than authorized City personnel, users and subcontractors with a specific need to know, for a purpose authorized under this Agreement, from monitoring, using, gaining access to City Data. The Contractor shall also protect appropriate copies of City Data from loss, corruption, or unauthorized alteration and prevent the disclosure of City and Contractor usernames, passwords, API keys, and other access control information to anyone other than authorized City personnel.

#### 6.11 Least Privilege

Contractor shall authorize access only to the minimum amount of resources required to fulfil the Contractor's responsibilities in this contract.

#### 6.12 Separation of Duties

The Contractor shall, as much as practical, divide functions among its staff members to reduce the risk of creating an undue dependency on one key person and reducing the risk of fraud being undetected.

### 6.13 Role-Based Security

The Contractor shall restrict access to authorized users and base access control on the role a user plays in the Contractor's organization.

### 6.14 Credential Restrictions

Contractor shall restrict the use of, and access to, administrative credentials for accounts and system services accessing City Data, to only those of Contractor's personnel and subcontractors whose access is essential for the purpose of providing the Contracted Services or performing obligations under this Agreement. Contractor shall require personnel and subcontractors to log on using an assigned user-name and password when administering City accounts or accessing City Data. These controls must enable Contractor to promptly revoke or change access in response to terminations or changes in job functions, as applicable. Contractor shall encrypt all passwords, passphrases, and PINs, using solutions that are certified against U.S. Federal Information and Processing Standard 140-2, Level 2, or equivalent industry standard, and verify that the encryption keys and keying material are not stored with any associated data. Contractor shall implement any City request to revoke or modify user access within twenty-four (24) hours or the next business day of receipt of City's request. Contractor shall disable user accounts after, at most, ten (10) consecutive invalid authentication attempts.

### 6.15 Physical and Environmental Security

Contractor facilities that process City Data must provide a physically secure environment from unauthorized access, damage, and interference.

### 6.16 Operational Controls

Contractor shall implement operational procedures and controls designed to ensure that technology and information systems are configured and maintained according to prescribed internal standards and consistent with applicable Industry Standard Safeguards. Examples of Industry Standard Safeguards are ISO/IEC 27002:2005, NIST 800-44, Microsoft Security Hardening Guidelines, OWASP Guide to Building Secure Web Applications, SOC 2 Type 2, and the various Center for Internet Security Standards. Moreover, Contractor shall use application security and software development controls designed to eliminate and minimize the introduction of security vulnerabilities.

### 6.17 Antivirus

Contractor shall have and maintain antivirus protection configured to automatically search for and download updates (daily, at a minimum) and perform continuous virus scans. Malware and threat detection must be updated continuously, and software patches provided by vendors must be downloaded and implemented in a timely manner. If Contractor is unable to implement these controls in a timely manner, Contractor shall notify City in writing.

### 6.18 Vulnerability Management and Patching

Contractor shall employ vulnerability management and regular application, operating system, and other infrastructure patching procedures and technologies designed to identify, assess, mitigate, and protect against new and existing security vulnerabilities and threats, including viruses, bots, and other malicious code.

#### 6.19 Network Controls

Contractor shall have, shall implement, and shall maintain network security controls, including the use of firewalls, layered DMZs and updated intrusion detection and prevention systems, reasonably designed to protect systems from intrusion or limit the scope or success of any attack or attempt at unauthorized access to City Data.

#### 6.20 Logging and Monitoring

Unless prohibited by applicable law, Contractor shall, and shall require subcontractors to, continuously monitor its networks and personnel for malicious activity and other activity that may cause damage or vulnerability to City Data. Contractor shall maintain logs of administrator and operator activity and data recovery events related to City Data.

#### 6.21 Changes in Service.

Contractor shall notify the City of any changes, enhancement, and upgrades to the System Administration and Network Security, or changes in other related services, policies, and procedures, as applicable, which can adversely impact the security of City Data.

#### 6.22 Policies

Contractor shall, and shall require subcontractors to, establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards, and procedures (collectively “Information Security Policy”), and communicate the Information Security Policy to all of its respective personnel in a relevant, accessible, and understandable form. Contractor shall regularly review and evaluate the Information Security Policy to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks. Upon execution of this Agreement and thereafter within three (3) days of City’s request, Contractor shall make available for review by the City Contractor’s Information Security Policy and any related SOC audits or other evidence that Contractor has in place appropriate policies and procedures regarding information protection and security.

#### 6.23 Vulnerability and Risk Assessments

At least annually, Contractor shall perform vulnerability tests and assessments of all systems that contain City Data. Within sixty (60) days of attestation, Contractor shall provide the City with a written “Vulnerability and Risk Assessment Report” that describes the last vulnerability and risk assessment conducted within one year, including the methods and results. The Contractor shall provide the City with each annual report thereafter.

#### 6.24 Right of Audits by City/Security Review Rights

City and its agents, auditors (internal and external), regulators, and other representatives as City may designate, may inspect, examine, and review the facilities, books, systems, records, data, practices, and procedures of Contractor (and any personnel and subcontractors that Contractor may use) that are used in rendering services to City to verify the integrity of City Confidential Information and to monitor compliance with the confidentiality and security requirements for City Confidential Information. In lieu of an on-site audit, at City’s discretion and upon request by the City, the Contractor agrees to complete, within fourteen (14 days) of receipt, an audit

questionnaire provided by the City regarding the Contractor's data privacy and information security program. Contractor shall comply with all recommendations that result from such inspections, tests, and audits within reasonable and agreed upon timeframes.

#### 6.25 Data Backup and Emergency Recovery

Contractor shall employ a multilayered approach to backups and disaster recovery, including the use of a primary data center and a backup data center. Contractor shall perform both local and remote backups of the complete server infrastructure, including server operating systems, applications, and data. Contractor shall perform Disaster Recovery Tests no less than annually. Contractor shall maintain and comply with a reasonable written plan (the "DR Plan") setting forth procedures for (a) mitigating disruption to systems during and after an earthquake, hurricane, other natural disaster, war, act of terrorism, act of cyberterrorism, and other natural or man-made disaster, including without limitation Force Majeure Events (as that term is used in PSC-6, Excusable Delays, of the Standard Provisions for City Contracts (Rev. 10/17)[v.3] (collectively, a "Disaster"); and (b) restoring Service functionality promptly after a Disaster. The DR Plan will include procedures no less protective than industry standard, and Contractor shall update the DR Plan as the industry standard changes.

#### 6.26 Data Return and Destruction

At the conclusion of the Agreement and as instructed by City, Contractor shall (at its sole cost) return, delete, or destroy City Data then in its possession or under its control including, without limitation, originals, and copies of such City data. The following types of information are excluded from this requirement: (i) City Data that becomes a part of the public domain, including through court filings; and (ii) City Data that Contractor is required to maintain, by law, regulations, or by the terms of this Agreement, but only for the time period required. For the avoidance of doubt, anything that is stored on routine backup media solely for the purpose of disaster recovery will be subject to destruction in due course rather than immediate return or destruction pursuant to this paragraph, provided that Personnel are precluded from accessing such information in the ordinary course of business prior to destruction.

Contractor shall implement and utilize appropriate methods to ensure the destruction of City Data. Such methods shall be in accordance with recognized industry best practices and shall leave no data recoverable on Contractor's computers or other media.

Contractor agrees to certify that City Data has been returned, deleted, or destroyed from its systems, servers, off-site storage facilities, office locations, and any other location where Contractor maintains City Data within forty-five (45) days of receiving City's request that the information be returned, deleted, or destroyed. Contractor shall document its verification of data removal, including tracking of all media requiring cleaning, purging or destruction.

#### 6.27 Data Breach

Contractor shall notify City in writing as soon as reasonably feasible, but in any event within twenty-four hours, or if later, the next business day after Contractor's discovery of any unauthorized access of City Data or Contractor becoming reasonably certain that such unauthorized access has occurred (a "Data Breach"), or of any event that compromises the integrity, confidentiality or availability of City Data (a "Security Incident"), including, but not

limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. Contractor shall begin remediation immediately. Contractor shall provide daily updates if requested by City, and, in any event, reasonably frequent updates, regarding findings and actions performed by Contractor until the Data Breach or Security Incident has been resolved to City's satisfaction. Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share a report of the investigation findings with City. At City's sole discretion, City and/or its authorized agents shall have the right to conduct an independent investigation of a Data Breach. Contractor shall cooperate fully with City and its agents in that investigation. Except for a Data Breach of Security Incident that a court of competent jurisdictions determines is attributable to the City's sole negligence, if the City is subject to liability for any Data Breach or Security Incident, the Contractor shall fully indemnify and hold harmless the City and defend against any resulting actions.

## 6.28 Confidentiality

### 6.28.1 City's Confidential Information

For purposes of this Section 6.28, "Confidential Information" means any nonpublic information whether disclosed orally or in written or digital media, received by Contractor that is either marked as "Confidential" or "Proprietary" or which the Contractor knows or should have known is confidential or proprietary information. City Data shall be treated as Confidential Information by Contractor under this Agreement, even if such data is not marked "Confidential" or "Proprietary" or was obtained by or transferred to Contractor prior to the effective date of this Agreement.

### 6.28.2 Protection of Confidential Information

Except as expressly authorized herein, Contractor shall (a) hold in confidence and not disclose any Confidential Information to third parties and (b) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement or performing the contracted services. Contractor shall limit access to Confidential Information to Contractor personnel and subcontractors that are previously disclosed to City and, (1) who have a need to know such information for the purpose of Contractor performing its obligations or exercising its rights under this Agreement, or performing Contracted Services; (2) who have confidentiality obligations no less restrictive than those set forth herein; and (3) who have been informed of the confidential nature of such information. In addition, the Contractor shall protect Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At LAFD's request or upon termination or expiration of this Agreement, the Contractor shall return to LAFD any Deliverables not provided to the City and Contractor shall destroy (or permanently erase in the case of electronic files) all copies of Confidential Information, and Contractor shall, upon request, certify to City its compliance with this sentence.

### 6.28.3 Exceptions

The confidentiality obligations set forth in Section 6.28 shall not apply to any Confidential Information that (a) is at the time of disclosure or becomes generally available to the public through no fault of the Contractor; (b) is lawfully provided to the Contractor by a third party free of any confidentiality duties or obligations; (c) was already known to the Contractor at the time

of disclosure free of any confidentiality duties or obligations; or (d) the Contractor can demonstrate was independently developed by personnel of the Contractor without reference to the Confidential Information. In addition, the Contractor may disclose Confidential Information to the extent that such disclosure is necessary for the Contractor to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Contractor promptly notifies LAFD in writing of such required disclosure, cooperates with LAFD if LAFD seeks an appropriate protective order, and the Contractor discloses no more information that is legally required.

#### 6.29 Compliance with Privacy Laws

Contractor is responsible for ensuring that Contractor's performance of its obligations and exercise of its rights under this Agreement complies with all applicable local, state, and federal privacy laws and regulations, as amended from time to time. If this Agreement or any practices which could be, or are, employed in performance of this Agreement become inconsistent with or fail to satisfy the requirements of any of these privacy laws and regulations, City and Contractor shall in good faith execute an amendment to this Agreement sufficient to comply with these laws and regulations and Contractor shall complete and deliver any documents necessary to show such compliance. The City acknowledges and agrees that Contractor is not responsible for giving any notices to or obtaining any consents from any other party in order for Contractor to process the City Data as contemplated by this Agreement.

### 7.0 SECTION 7: REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants that:

#### 7.1 Compliance with Law

The services that the Contractor provides pursuant to this Agreement will comply with all applicable laws, including, without limitation, federal, state, and local.

#### 7.2 Authority to Contract and No Pending Litigation

The Contractor has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

#### 7.3 Intellectual Property Warranty

(i) The Contractor's performance under this Agreement does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity or proprietary information; and (ii) the Contractor is the owner of the intellectual property rights for the services provided pursuant to this Agreement and of each and every component thereof, or has a valid license for the services provided, as described in Subsection 7.3.1

##### 7.3.1 Third Party Software

In the event the Contractor provides any third-party software ("Third-Party Software"), including Open Source Software, to the City in connection with this Agreement:

- 7.3.1.1 The Contractor has and will maintain the right to license and provide access to any Third-Party Software licensed to the City, or otherwise provided to the City under this Agreement;
- 7.3.1.2 The Third-Party Software does not, and the use of the Third-Party Software by the City as contemplated by this Agreement will not, infringe any intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity, and proprietary information, of any third party in any way;
- 7.3.1.3 The City is not obligated to pay any third party any fees, royalties, or other payments for the City's use of any Third-Party Software in accordance with the terms of this Agreement;
- 7.3.1.4 To the extent permitted by law or contract, the Contractor shall pass through to the City the warranties for the Third-Party Software; and
- 7.3.1.5 Contractor shall provide the City license to access and use any Third-Party Software necessary for the functionality of the System at no additional cost, and inclusive of licensing for an unlimited number of users. Contractor shall ensure that any required third-party licenses are maintained within fully supported versions, and that any custom developed system software continues to function on any new versions of required third-party software (e.g., server, desktop and mobile operating system, browser, database, application servers, etc.) as they become available. To the extent permitted by law or contract, the Contractor shall pass through to the City the warranties for the Third-Party Software.

### 7.3.2 Definition of Open Source Software.

For purposes of this section, "Open Source Software" means any software, programming, or other intellectual property that is subject to (i) the GNU General Public License, GNU Library General Public License, Artistic License, BSD license, Mozilla Public License, or any similar license, including, but not limited to, those licenses listed at [www.opensource.org/licenses](http://www.opensource.org/licenses), or (ii) any agreement with terms requiring any intellectual property owned or licensed by the City to be (a) disclosed or distributed in source code or object code form; (b) licensed for the purpose of making derivative works; or (c) redistributable.

### 7.3.3 Third-Party and Open Source Software.

With regard to open-source software and any third-party software embedded system, all such software shall be considered, as appropriate, part of and included in the definition of "the System" and subject to all warranties, indemnities, and other requirements of this Agreement, including scope of license and maintenance and support.

## 7.4 Conformity to Specifications

The System will perform materially as described in Attachment B, Statement of Work.

## 7.5 Workmanlike Performance

All professional services will be performed in a professional and workmanlike manner, according to at least prevalent industry standards, and performed by competent personnel.

## 7.6 Disabling Code Warranty

No software or services to which the City is provided access and use hereunder contains any undisclosed disabling code (defined as computer code designed to interfere with the normal operation of the software or the City's hardware or software) or any program routine, device or other undisclosed feature, including, but not limited to, a time bomb, virus, drip-dead device, malicious logic, worm, Trojan horse, or trap door which is designed to delete, disable, deactivate, interfere with or otherwise harm the software or the City's hardware or software.

## 7.7 Virus/Malicious Software Warranty

The Contractor has used its best efforts to scan for viruses within the software, and no malicious system will be supplied under this Agreement.

## 8.0 SECTION 8: SOURCE CODE ESCROW AGREEMENT

In order to provide the City with controlled access to the source code of Contractor's System, Contractor is required to enter into a Source Code Escrow Agreement within sixty (60) days of the attestation by the City Clerk of this Agreement. Contractor shall add the City as a beneficiary to the Source Code Escrow Agreement. Failure to do such shall constitute a material breach of this Agreement. Once enrolled as a beneficiary, the City shall be issued an enrollment letter and a copy of the escrow agreement from the escrow company. There are no fees for the City to be enrolled as a beneficiary of the escrow agreement.

## 9.0 SECTION 9: MISCELLANEOUS

### 9.1 Not a Waiver

Contractor acknowledges and agrees that nothing contained in this Agreement is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by City of any cause of action that City may have against Contractor. City reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or request for reimbursement against Contractor in relation to this Agreement and other transactions between City and Contractor.

### 9.2 Audit Rights

In addition to those rights available to City elsewhere in this Agreement, including pursuant to PSC-16, Retention of Records, Audit and Reports, of Attachment A – Standard Provisions for City Contracts (Rev. 10/17)[v.3]. Contractor shall provide City, or City's duly authorized representatives, access for the purposes of audit and investigation, to any and all books, documents, papers, records, deliverables, and software documentation pertaining to any past, current, or future (i) transactions between City and Contractor, (ii) work requested to be performed of Contractor, or (iii) demands for payment by Contractor.

### 9.3 Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

#### 9.4 Publicity/Case Studies

Contractor shall refer all inquiries from the news media to City, shall immediately contact City to inform City of the inquiry, and shall comply with the procedures of City's Public Affairs staff regarding statements to the media relating to this Agreement or Contractor's services hereunder. Contractor shall not use City as a reference or case study absent receipt of City's prior written approval. Contractor shall further provide City with the opportunity to review and approve any such reference or case study prior to publication. In no event may Contractor use any City marks in conjunction with a reference or case study.

#### 10.0 SECTION 10: NON-EXCLUSIVE AGREEMENT

City and Contractor understand and agree that this is a non-exclusive Agreement to provide services to the City and the LAFD and that the City or the LAFD reserve the right to enter into an agreement with other Contractors to provide similar services during the term of this Agreement.

#### 11.0 SECTION 11: CITY CONTRACTING REQUIREMENTS

##### 11.1 Standard Provisions

Contractor shall comply with the Standard Provisions for City Contracts (Rev. 10/17)[v.3], attached hereto as Attachment A and incorporated by reference as though fully set forth herein.

##### 11.2 Disclosure of Border Wall Contracting Ordinance

Contractor shall comply with Los Angeles Administrative Code (LAAC) Section 10.50 *et seq.*, "Disclosure of Border Wall Contracting Ordinance." City may terminate this Agreement at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

#### 12.0 SECTION 12: ORDER OF PRECEDENCE

This Agreement, and any exhibits, attachments or documents incorporated herein by inclusion or by reference constitutes the complete and entire Agreement between the City and the Contractor. In the event of any inconsistency between the body of this Agreement and the Exhibit, the order of precedence will be as follows:

- 1) This Agreement between the City of Los Angeles and ImageTrend, Inc.
- 2) Attachment A – Standard Provisions for City Contracts (Rev. 10/17)[v.3]
- 3) Attachment B – Statement of Work
- 4) Attachment C – Contractor's Response to LAFD RFP No. 2019-038-003
- 5) Attachment D – Quote
- 6) Attachment E – City Travel Policy
- 7) Attachment F – Business Associate Agreement
- 8) Attachment G – Human Capital Management Integration
- 9) Attachment H – Data Exchange Authorization

### 13.0 SECTION 13: ENTIRE AGREEMENT

This Agreement contains the full and complete Agreement between the parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement. No-shrink-wrap, click-wrap, privacy policy, or other terms and conditions or agreements (“Additional Contractor Software Terms”) provided with any products, services, documentation, or software provided by Contractor to City hereunder shall be binding on the City, even if use of the foregoing requires an affirmative “acceptance” of those Additional Contractor Software Terms before access is permitted. All such Additional Contractor Software Terms will be of no force or effect and will be deemed rejected by the City in their entirety.

### 14.0 SECTION 14: COUNTERPARTS/ELECTRONIC SIGNATURES

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

[SIGNATURE PAGE FOLLOWS]

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

THE CITY OF LOS ANGELES

ImageTrend Inc., a Minnesota Corporation

By: \_\_\_\_\_  
Ralph M. Terrazas  
Fire Chief

By\*: \_\_\_\_\_  
Joseph T. Graw  
Chief Operating Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
MICHAEL N. FEUER, City Attorney

By\*\*: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Samuel W. Petty  
Deputy City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:  
HOLLY L. WOLCOTT, City Clerk

NOTE: If Contractor is a corporation, two signatures are required.  
\* The signature of President, Chairman of the Board, or Vice President is required here; and  
\*\* an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

By: \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

Agreement Number: \_\_\_\_\_

**ATTACHMENT A**

**STANDARD PROVISIONS FOR CITY CONTRACTS (10/17)[v.3]**

ATTACHMENT B

STATEMENT OF WORK

ELECTRONIC PATIENT CARE REPORTING SOFTWARE

## TABLE OF CONTENTS

<b>SECTION 1.0</b>	<b>GENERAL.....</b>	<b>1</b>
<b>SECTION 2.0</b>	<b>PROJECT MANAGEMENT.....</b>	<b>2</b>
<b>SECTION 3.0</b>	<b>SYSTEM DESIGN &amp; CONFIGURATION.....</b>	<b>3</b>
<b>SECTION 4.0</b>	<b>SYSTEM TESTING .....</b>	<b>7</b>
<b>SECTION 5.0</b>	<b>SYSTEM TRAINING AND IMPLEMENTATION.....</b>	<b>7</b>
<b>SECTION 6.0</b>	<b>SYSTEM OPERATION AND SUPPORT SERVICES.....</b>	<b>8</b>

## SECTION 1.0 GENERAL

### 1.1 Project Objectives

The objective of this project is to replace the aging Electronic Patient Care Reporting (ePCR) and National Fire Information Reporting System (NFIRS) with a new, integrated, easy to use system that can support the City of Los Angeles (City), Los Angeles Fire Department's (LAFD) full range of operational needs.

### 1.2 In Scope Services

The project scope includes the following systems:

- Electronic Patient Care Reporting (ePCR)
- National Fire Incident Reporting System (NFIRS)
- ImageTrend Report Writer and Continuum for data analytics and reporting
- ImageTrend Data Mart

And the following services, which are described in detail in the sections below:

- Project Management
- System Design and Configuration
- System Installation and Testing
- System Training
- System Implementation and Cutover Support
- System Warranty, Maintenance and Support

### 1.3 Contractor's Response to Request for Proposals (RFP) No. 2019-38-003

This statement of work is based on the Contractor's written response to the LAFD's RFP No. 2019-38-003, as set forth in Attachment C. This Statement of Work is written with the intention and expectation that the Contractor will deliver the system described in their response with all of the features and capabilities as described and demonstrated during the RFP process.

### 1.4 Project Milestones

For the purpose of payment, the Contractor shall achieve the following project milestones:

#### 1.4.1 Milestone #1 Project Initiation

To complete this project milestone, the Contractor shall provide the City with the following:

- Project Management Plan. The project management plan shall include: the name of the Contractor's project manager; a project schedule that includes expected milestones and estimated timeline; a list of project roles and responsibilities for both the Contractor and the City; and a sample of the planned project status report.
- System Environment. The Contractor shall provide the City with at least one 'live' URL to the Contractor's system software that can be accessed via the Internet; and the City is able to login with System Administrator access.

#### 1.4.2 Milestone #2 Go-Live

To complete this project milestone, the Contractor shall provide the City with the following:

- System in Production. The Contractor system shall be considered “live” and in-production when the 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;
- System Environments. The Contractor shall provide the City with sufficient ancillary, non-production environments such that the City can conduct / continue required reporting, training and support operations in a manner that does not adversely affect the in-production system.

#### 1.4.3 Milestone #3 Custom Integrations & Interfaces

To complete this project milestone, the Contractor shall provide the City with the following:

- A minimum of sixty (60) days of the system operating in production; and
- Completion of Custom Integrations and Interfaces. The Contractor shall complete and deploy into production each of the all Custom Integrations and Interfaces listed in Section 3.9 below. Minor deviations from the Statement of Work which do not impair the core functionality of the Custom Integration or Interface shall not prevent this Milestone from being considered complete.

## SECTION 2.0 PROJECT MANAGEMENT

### 2.1 Project Management

The Contractor will provide a dedicated project manager who will act as the Contractor’s single point of contact for all communications related to the day-to-day delivery of services. The Contractor’s Project Manager will work remotely from the Contractor’s offices in Lakeville, MN and will be available to work on-site as-needed for key project tasks and meetings.

The City will provide a dedicated project manager who will act as the City’s single point of contact for all communications related to the day-to-day project activities.

### 2.2 Project Team

The Contractor will provide a team of professionals that possess the required skills and experience necessary to perform the required project tasks. The Contractor’s team size may vary from time to time based on the needs and priorities of the project.

The City will provide two teams of subject matter experts (operational), one dedicated to ePCR and one dedicated to NFIRS, and one team of technical support and system administration staff professionals that possess the required skills and experience necessary to perform the tasks required by the Contractor of the City. The City’s project team size may vary from time to time based on the needs and priorities of the project.

### 2.3 Project Reporting and Escalation of Issues

The Contractor will provide the City with regular reports of the project status, including, but not limited to, schedules, scopes and project risks, no less than once per month, and more frequently as needed. The Contractor shall escalate any issues or concerns that are not being resolved and may impact the success of the project, including, but not limited to, the schedule and cost or risk of completion, in writing to the City's project manager or other executive representative as appropriate.

## SECTION 3.0 SYSTEM DESIGN & CONFIGURATION

### 3.1 System Administration & Site Management

The Contractor shall perform all required system software administration, management, configuration and setup tasks required to deliver the proposed system.

### 3.2 System Configuration and Project Workbooks

The Contractor shall work with and provide direction to the City as to all required system configuration settings and tasks, including, but not limited to, data collection and system workflows. The Contractor shall lead the City through all required configuration tasks by providing sufficient training so that City team members can perform their required tasks related to system configuration(s).

### 3.3 System Environments

The Contractor shall provide the City with sufficient system environments to support the City's ability to conduct system configuration, maintenance, training, development and testing without interruption to the production systems once they become operational. This includes the ability to conduct training independent of system configuration and testing.

### 3.4 Software Releases

The Contractor shall provide a mechanism and schedule for predictably managing software releases, enhancements and/or customizations, including, but not limited to, updates, patches and upgrades, in a manner that does not disrupt the production environment or operational use of the system. The Contractor shall obtain written approval from the City before implementing any software updates in the production system and will coordinate appropriate notice to the City of any potential system disruptions.

### 3.5 System Access and End-User Devices

The Contractor shall provide the City with access to the system from the public Internet using any model desktop, laptop, tablet or mobile devices using a current release version of any of the Contractor supported web browsers including: Apple Safari (MacOS and iOS), Google Chrome and Chrome Mobile, Mozilla Firefox, Windows Explorer and Windows Edge.

### 3.6 Data Mart

The Contractor shall provide timely and unlimited access to all system data in a manner that is suitable for the City to use for enterprise reporting and data analytics without dependency or degradation of the production system(s). The Contractor shall provide a written description of data fields, use and relationships sufficient for the City to perform an analysis. The City may use and/or

access this data without restriction for analytics, independent of any software tools that may be provided by the Contractor.

### 3.6.1 Subscription to Elite Data Mart(s)

The Contractor shall provide the City with use of the ImageTrend Elite Data Mart(s) for the duration of the Contract to use, reproduce, and distribute the ImageTrend Data Dictionary(s) solely to and for authorized employees and contractors of the LAFD to perform their duties, and for no other purpose.

### 3.6.2 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. The City shall not 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. The City 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 City protects its own trade secrets, whichever is greater.

### 3.6.3 Confidentiality of Elite Data Dictionary(s)

The 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. The City 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 City. Upon expiry of the Elite Data Dictionary(s) license(s), City shall destroy or return all copies of the Elite Data Dictionary(s) in City's control.

### 3.6.4 Delivery of ImageTrend Elite Data Mart Data

The Contractor shall provide the City with regular and continuous deliveries of Data Mart(s) data via Microsoft SSIS, via FTP delivery or as otherwise negotiated between the parties. The City shall provide the host Microsoft SQL Server instance environment for the same.

### 3.7 Data Retention and Archiving

The Contractor shall retain all system records and City data, and provide unlimited, unrestricted access to the City for as long as the contract is in effect.

### 3.8 Health Insurance Portability and Accountability Act (HIPAA)

The Contractor shall maintain compliance with HIPAA and abide by the Business Associate Agreement, City Contract No. C-135521, entered into with the City on April 30, 2020. (Attached to the Agreement as Attachment F, and incorporated by reference herein.)

### 3.9 Custom Integrations & Interfaces

The Contractor shall provide system-to-system integrations and interface to the following external systems that will provide or consume data to/from the Contractor's systems.

### 3.9.1 LAFD Computer Aided Dispatch (CAD)

The Contractor shall provide an Application Programming Interface that allows for the near real-time exchange of information to and from the LAFD CAD, which is a custom system built and maintained by LAFD staff.

### 3.9.2 LAFD Azure Active Directory

The Contractor shall provide an integration to the City's Azure Active Directory as a means for managing user authentication so that user credentials are centrally managed in one place, outside of the Contractor's system.

### 3.9.3 LAFD Human Capital Management

The Contractor shall provide an integration to the LAFD's Human Capital Management system using an Application Programming Interface in order to exchange key LAFD member (ImageTrend user) data so that this data is centrally managed in one place, outside of the Contractor's system. (Attached to the Agreement as Attachment G, Human Capital Management Integration, and incorporated by reference herein.)

### 3.9.4 National Emergency Medical Services Information System (NEMSIS) Export

The Contractor shall provide an interface and/or compliant export or other suitable integration to the NEMSIS suitable for and compliant with submission to other NEMSIS compliant systems. Contractor shall provide all required periodic changes and/or other modification in order to maintain compliance with the most current standard for the duration of the contract.

### 3.9.5 Los Angeles County Department of Health, Emergency Medical Services Agency (LEMSA) Export

The Contractor shall provide an interface and/or compliant export or other suitable integration to the LEMSA. Contractor shall provide all required periodic changes and/or other modification in order to maintain compliance with the most current standard for the duration of the contract.

### 3.9.6 National Fire Incident Reporting System (NFIRS)

The Contractor shall provide an interface and/or compliant export or other suitable integration to the NFIRS suitable for and compliant with submission to the state or federal NFIRS reporting repository systems. Contractor shall provide all required periodic changes and/or other modification in order to maintain compliance with the most current standard for the duration of the contract.

### 3.9.7 Advanced Data Processing, Inc. c/o Digitech Computer LLC (EMS Billing)

The Contractor shall provide an interface and/or compliant export or other suitable integration to the LAFD's EMS billing contractor, Advanced Data Processing, Inc. c/o Digitech Computer LLC, suitable for the completion of the EMS billing. Contractor shall provide all required periodic changes and/or other modification in order to maintain compliance with the current standard for the duration of the contract.

### 3.9.8 Overdose Detection Mapping Application Program (ODMAP)

The Contractor shall provide an interface and/or compliant export or other suitable integration to the National ODMAP. Contractor shall provide all required periodic changes and/or other

modification in order to maintain compliance with the current standard for the duration of the contract.

### 3.9.9 Hospital Access (Hospital Hub)

The Contractor shall provide a mechanism for the delivery of ePCR data to both receiving and base station hospitals in a timely and efficient manner so that the receiving and base station hospitals have an electronic record of patient care reports that pertain to their facilities and the ability to access those reports electronically via the public Internet.

### 3.9.10 LAFD Arson Case Management (LAPD Niche RMS)

The Contractor shall provide a mechanism for the delivery of NFIRS data to the LAFD Arson case management system in a timely and efficient manner so that the LAFD Arson investigators have an electronic record of fire (non-EMS) incident reports that pertain to arson investigations.

### 3.9.11 LAFD CARES Distribution

The Contractor shall provide an export to a CARES (Cardiac Arrest Registry to Enhance Survival) endpoint of those incidents matching specific criteria for cardiac arrests. (Attached to the Agreement as Attachment H, Data Exchange Authorization, and incorporated by reference herein.)

### 3.9.12 Continuum System Monitoring

Contractor shall provide City with access to the ImageTrend Continuum system, including the following content domains:

#### 3.9.12.1 *Continuum EMS Content Package, including:*

- Ambulance Patient Offload Times (APOT)
- At Risk Populations
- Cardiac
- Cardiac Arrest
- Clinical
- Crew Insights
- EMS CAD
- EMS Compass Measures
- Maternal & Pediatric
- Public Health
- Overdose
- Stroke
- Trauma

#### 3.9.12.2 *Continuum Fire Content Package, including:*

- Arson
- Casualties
- Crew Participation / Call Attendance
- Data Quality and Completeness
- False Alarms
- Fire Information
- Fire Losses / Saves
- Fire Times

- Hazmat
- Historical Demand
- Incident Status
- Incident Types
- Mutual Aid
- Reliability (Overlapping Calls)
- Technical Rescue
- Utilization

### 3.9.12.3 *Continuum Geocoding*

### 3.9.12.4 *Continuum Domain: CA Core Measures*

The Continuum California Core Measures domain includes dashboard content and monitors that pertain to the California Core Measures from 2017, 2018, and 2019.

### 3.9.12.5 *Continuum Domain: Performance Insights, including:*

- Assessment Procedures
- Airway Procedures
- Cardiac Procedures
- General Procedures
- Oxygen Procedures
- Trauma Procedures
- Vascular Procedures
- Dispositions by Type of Dispatch

## SECTION 4.0 SYSTEM TESTING

### 4.1 User Acceptance Testing

The Contractor shall develop a comprehensive system acceptance test plan that provides assurance and verification that the LAFD workflows and configurations have been implemented as designed. The Contractor shall work with the City to perform each of the user acceptance tests and to complete any and all necessary remediation needed for the system to successfully pass user acceptance testing before the system is accepted by the City.

### 4.2 System Performance Testing

The Contractor shall work with the City to design and perform a comprehensive system performance test to verify system responsiveness under an expected load prior to system go-live cut-over.

## SECTION 5.0 SYSTEM TRAINING AND IMPLEMENTATION

### 5.1 Training Plan and Materials

The Contractor shall work with the City to develop a comprehensive training plan sufficient to support both end-user and system administrator training. At a minimum, the Training Plan will identify course objectives, materials required, suggested size, duration and any prerequisite knowledge or experience. The Contractor will develop and provide one (1) electronic master copy of all required written course material suitable for reproduction and distribution by the City.

## 5.2 System Training

The Contractor shall provide all required training so that City team members are able to perform the required system functions and fulfill the City's ongoing support responsibilities. The Contractor shall utilize a "train-the-trainer" approach for end-user training, and provide the required training, lesson plans and materials to City trainers so that the City is able to deliver training to end-users. The Contractor will provide a training environment suitable for training LAFD members on the use of the system features as they will be in production without dependency on or disruption to the production or other testing development environment(s).

## 5.3 System Documentation

The Contractor shall provide all required system administration, data management and end-user documentation sufficient for the City to properly operate and maintain the system(s).

## 5.4 On-Site Support During Implementation

The Contractor shall provide staff on-site and in-person for no fewer than seven (7) days during system implementation and cut-over period. The Contractor's staff will be available to work during normal business hours and after-hours as-needed to assist the City with any issues related to system cut-over including, but not limited to: system configuration, system performance, end-user support, system administration support.

# SECTION 6.0 SYSTEM OPERATION AND SUPPORT SERVICES

## 6.1 System Hosting (Software-as-a-Service)

The Contractor shall provide all required hardware, software and system infrastructure necessary to operate and manage the system. The City shall provide network (Internet) connectivity from client devices using supported web browsers. Besides the supported web browser, the Contractor shall not require the City to provide any additional software on the client devices. Besides the client devices, the Contractor shall not require the City to provide any additional hardware or software or to use City infrastructure.

## 6.1 System Uptime and Performance

The Contractor shall ensure that the production system is operational a minimum of 99.9% of the time as measured twenty-four (24) hours per day, seven (7) days per week. The Contractor shall ensure that the system is responsive to user input, even during peak usage periods, and does not slow or become unresponsive in a way that interrupts the normal workflow or day-to-day operation. Any continued or prolonged disruption of service that is more than this shall be considered a material breach of this agreement and subject to termination or other available remedies.

## 6.2 Data Storage and Retention

The Contractor shall provide the City with all required storage sufficient to continuously maintain all City records without the need to archive or otherwise delete any records for the entire duration of the contract.

### 6.3 Software Maintenance Minor Updates

The Contractor shall perform all required minor system software updates as-needed for the duration of this contract. Minor versions and updates include, but are not limited to, minor changes to the user interface (UI) or minor feature changes. Minor changes will be made at any time they are required and with no or minimal service outages or disruptions. All minor changes will be coordinated with and approved by the City at least 72-hours in advance and, whenever possible, performed during non-business hours to ensure minimal disruption to the LAFD operations. The City system administrator reserves the right to turn on any new features released in a system upgrade.

### 6.4 Software Maintenance Major Updates

The Contractor shall perform all required major version upgrades as-needed for the duration of this contract. Major version updates include, but are not limited to, major changes to the underlying operating system(s), database or other infrastructure; user interface (UI); or major feature releases. Major changes will be made at any time they are required and/or on a regularly scheduled interval and performed with no or minimal service outages or disruptions. All major changes will be coordinated with and approved by the City at least two (2) weeks in advance and, whenever possible, performed during non-business hours to ensure minimal disruption to the LAFD operations.

### 6.5 Account Advisement Services (Level 3)

The Contractor shall provide the City with a dedicated Advisor who will act as a single point of contact for all service interactions with the Contractor. Advisor services shall include up to 500 hours per year with an Advisor, access to beta products, input on application roadmaps, coordination of upgrades when/if needed, an annual review and strategic planning meeting and attendance for two days at a state conference or meeting.

### 6.6 Routine Product Support

The Contractor shall provide the City with a dedicated account manager (Account Advisor) who will act as the Contractor's single point of contact for the delivery of day-to-day support services. The account manager will work remotely and be available during the City's normal business hours from 5:30 a.m. to 4:00 p.m., Pacific Time, Monday through Friday, excluding City holidays via phone and email. The Contractor's account manager will be available to work on-site occasionally, as-needed for key project tasks and meetings. The Contractor will ensure that the City's account manager will provide a timely response in addressing the City's day-to-day operational support needs.

Routine product support shall include, but not necessarily be limited to: expert assistance with product knowledge and system use and configuration; assistance with the evaluation and implementation of new system features; assistance with planning, testing and assistance with implementation of minor and major releases; and other ongoing product support.

### 6.7 Emergency, After-Hours Product Support

The Contractor shall provide after-hours professional support service available 24 hours per day, seven days per week to address urgent system issues that negatively impact the City's ongoing

operations. The Contractor shall provide an initial response within one (1) hour and resolve critical “system down” issues within four (4) hours.

#### 6.8 Issue Tracking and Reporting

The Contractor shall provide a means of recording and tracking all service requests and provide periodic reports, no less than once per month, of service requests, status and resolution times. The Contractor shall report to the City the total number, severity and status of requests made during the reporting period, as well as the actual and overall average time of the resolution.

**ATTACHMENT C**

**CONTRACTOR'S PROPOSAL TO RFP #2019-38-003  
(REDACTED)**

# ImageTrend Response to Los Angeles Fire Department's RFP No. 2019-38-003

August 14, 2019



Los Angeles Fire Department  
Accounts Receivable – Public Counter  
Attn: Contracts Management Section  
200 North Main Street  
Los Angeles, CA 90012

Michael J. McBrady  
President & CEO  
proposals@imagetrend.com  
952-469-1589

**IMAGETREND<sup>®</sup>**

20855 Kensington Blvd., Lakeville, MN 55044 | [www.ImageTrend.com](http://www.ImageTrend.com)

## Table of Contents

Section 1: General Information .....	6
1.2 Executive Summary .....	8
1.3 Proposer Qualifications .....	9
1.4 Company Overview .....	11
} Our Capabilities .....	12
1.5 Failure to Complete Work Awarded .....	13
1.6 Market Position and Strategy .....	14
1.7 Use of Subcontractors .....	15
1.8 Experience and References .....	16
} A. Primary References .....	16
} B. Secondary References .....	19
} C. ePCR Client List.....	20
1.9 Proposal Deviation from RFP .....	21
Section 2: Functional Requirements.....	22
2.1 System Software Capabilities – Appendix B.....	23
2.2 Data Collection and Compliance with Standards .....	24
2.3 Mobility .....	26
2.4 Usability.....	27
2.5 External Medical Devices.....	28
2.6 Telemedicine .....	29
2.7 Location Validation and Mapping.....	30
Section 3: Non-Functional Requirements.....	31
3.1 System Architecture and Infrastructure .....	32
3.2 System Scalability and Growth .....	34
3.3 System Performance .....	35
3.4 Data Protection and Recovery from Failure .....	37
3.5 System Environments.....	39
3.6 Release Management and Version Control .....	40
3.7 Data Retention and Archiving.....	41
3.8 Digital Content Management .....	42
3.9 System Administration .....	43
3.10 Data Management.....	44

3.11 User Identity and Access Management.....	45
3.12 System Security and Data Privacy.....	46
3.13 System Logging and Audit .....	47
3.14 System Interfaces and Data Exchanges .....	48
3.15 Legacy Data Conversion .....	51
Section 4: Professional Services .....	52
4.1 Key Personnel and Project Team .....	53
} Leadership Team Bios.....	53
4.2 Project Management.....	61
} Los Angeles Fire Department Implementation.....	61
} ImageTrend Standard Implementation .....	61
} Progress Checklist.....	63
} Communication and Coordination .....	64
} Implementation Coordinators .....	64
} LAFD Roles.....	64
} Quality Assurance.....	64
} Risk Management.....	64
} Issue Tracking .....	66
} Ongoing Support/Support Desk.....	66
4.3 Detailed Statement of Work.....	67
} Statement of Work Creation Process .....	67
} Custom Software Development SOW.....	67
4.4 System Software Change Control and Management.....	68
4.5 Documentation.....	71
4.6 Training.....	77
} Sample Training Plan .....	78
} Administrative Training .....	79
} Train-the-Trainer Field User Training .....	79
} Ongoing Training .....	79
} Documentation .....	80
4.7 System Use and Licensing.....	81
4.8 Warranty .....	82
4.9 Support and Ongoing Maintenance .....	83

> ImageTrend Support.....	83
> Product Support .....	83
> ImageTrend University .....	84
> ImageTrend Connect Annual User Conference .....	84
> Recurring Conference Calls and Webinars .....	86
> ImageTrend Forum.....	86
> UserVoice .....	86
> Severity Level Definitions .....	87
Section 5: Optional Appendices .....	89
Product Description.....	90
ImageTrend Elite EMS .....	90
> Elite EMS Key Features .....	90
> Elite EMS System Architecture .....	91
> Data Repository .....	91
> Data Entry.....	91
> Security.....	91
> Scalability.....	91
> Compliance with National EMS Database .....	92
> Agency Administration .....	92
> Validation .....	92
> Closed Call Rules.....	93
> Dynamic Power Tools .....	93
> Form Manager.....	94
> User Management.....	95
> Incident List .....	95
> Elite EMS Data Entry.....	96
> Audit Validation.....	98
> Quality Management and Inbox.....	98
> Report Writer .....	99
> Data Conversion and Integrations .....	99
> Cardiac Monitor Integration.....	100
> CAD Integration .....	100

} Billing.....	100
} NFIRS Integrations.....	100
Guiding Principles.....	101
Disaster Recovery Plan.....	102
Section 6: Cost Proposal.....	103
Section 7: Software Capabilities Response Matrix.....	104
3.0 Incident Assessment.....	105
} 3.2 Proposer Response to Requirements.....	105
} 3.3 Proposer General Response to Requirements.....	108
} 3.4 Proposer Response to Specific Requirements.....	109
4.0 Patient Care.....	110
} 4.2 Proposer Response to Requirements.....	110
} 4.3 Proposer General Response to Requirements.....	112
} 4.4 Proposer Response to Specific Requirements.....	114
5.0 Supervision and Quality Management.....	115
} 5.2 Proposer Response to Requirements.....	115
} 5.3 Proposer General Response to Requirements.....	120
} 5.4 Proposer Response to Specific Requirements.....	121
6.0 Other Administrative Duties.....	122
} 6.2 Proposer Response to Requirements.....	122
} 6.3 Proposer General Response to Requirements.....	124
} 6.4 Proposer Response to Specific Requirements.....	126
7.0 Reports.....	127
} 7.2 Proposer Response to Requirements.....	127
} 7.3 Proposer General Response to Requirements.....	129
} 7.4 Proposer Response to Specific Requirements.....	129
8.0 Compliance.....	130
} 8.2 Proposer Response to Requirements.....	130
} 8.3 Proposer General Response to Requirements.....	130
} 8.4 Proposer Response to Specific Requirements.....	130
9.0 Interfaces.....	131
} 9.2 Proposer Response to Requirements.....	131

}	9.3 Proposer General Response to Requirements.....	131
}	9.4 Proposer Response to Specific Requirements .....	131
	10.0 Medical Devices.....	132
}	10.2 Proposer Response to Requirements .....	132
}	10.3 Proposer General Response to Requirements.....	132
}	10.4 Proposer Response to Specific Requirements .....	132
	11.0 Telemedicine .....	133
}	11.2 Proposer Response to Requirements .....	133
}	11.3 Proposer General Response to Requirements.....	133
}	11.4 Proposer Response to Specific Requirements .....	133
	Required Compliance Documents to be Submitted in RFP .....	134
	Exhibit 1: Information on Business Location and Workforce.....	135
	Exhibit 2: Affidavit of Non-Collusion.....	136
	Exhibit 3: Certification of compliance with Child Support Obligations .....	137
	Exhibit 4: Service Contractor worker Retention Ordinance/Living Wage Ordinance.....	138
	Exhibit 5: Equal Benefits Ordinance (EBO), First Source Hiring Ordinance (FSHO) Disclosure Ordinances .....	139
	Exhibit 6: Contractor Responsibility Ordinance (CRO) and CRO Questionnaire .....	140
	Exhibit 8: Business Inclusion Program (BIP) Schedule A.....	141
	Exhibit 9: Local Business Preference Program .....	142
	Exhibit 10: Municipal Lobbying Ordinance CEC Form 50.....	143
	Exhibit 11: Restrictions on Campaign Contributions and Fundraising in City Elections (CEC Form 55) .	144
	Exhibit 12: Iran Contracting Act of 2010 Affidavit .....	145

# SECTION 1: GENERAL INFORMATION



## 1.1 COVER LETTER

Los Angeles Fire Department  
Accounts Receivable – Public Counter  
200 North Main Street, Room 1620  
Los Angeles, CA 90012

Dear Los Angeles Fire Department,

ImageTrend is excited and honored to present to you our response to the Los Angeles Fire Department's Request for Proposal No. 2019-38-003.

ImageTrend's distinction as a Department of Health Services compliant vendor, coupled with our 21 years of experience in pre-hospital data collection and our national presence, positions us to meet and exceed the needs of the City of Los Angeles Fire Department. We look forwards to your review of this proposal, speak with our clients and understand the ImageTrend community.

This proposal is valid for a minimum of 180 days from August 14, 2019.

I, Michael J. McBrady, am thrilled about the opportunity to establish a progressive partnership with the City of Los Angeles Fire Department. I am the authorized signatory for ImageTrend, Inc. and the legal binding authority. My contact information is below.

Sincerely,



Michael J. McBrady  
President  
mmcbrady@imagetrend.com



Joseph T. Graw  
Chief Operating Officer  
jgraw@imagetrend.com

**ImageTrend, Inc.**

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

## 1.2 EXECUTIVE SUMMARY

ImageTrend, Inc. is honored to respond to the Los Angeles Fire Department (LAFD) RFP for an electronic patient care reporting (ePCR) system. We understand LAFD's objectives, current challenges and the importance of a flexible and configurable platform for ease-of-use, efficiency, increased accuracy and interoperability. Outside of the RFP's provided information, ImageTrend has reviewed the LAFD's published strategy for 2017-2020. We believe that our solution is best aligned with the vision and direction of LAFD's strategic plan.

ImageTrend's vision for pre-hospital data collection continues to chart a course towards new technologies. Electronic patient care reporting systems that meet municipal and national compliance, while allowing users an easy and enjoyable experience documenting incidents in the field, are the reasons ImageTrend has spent years transforming a solution that can be configured to meet agencies, such as Los Angeles Fire Department's, specific workflow needs. Elite is not built to define LAFD's incident workflow, but to provide LAFD with a configurable ePCR system uniquely implemented to your workflows.

ImageTrend Elite™ is an electronic patient care reporting (ePCR) solution that provides a secure method of collecting pre-hospital care data, extracting existing data, and exporting or sharing data with other agencies, hospitals, counties, states and applications. Elite is patient-centric and configurable, providing an exceptional user experience. Elite's adaptability is well-suited to Los Angeles' evolving needs.



Elite delivers an exceptional user experience in the field, and for your administrators. The integrated capabilities with your hospitals and neighboring jurisdictions, many of which are utilizing Elite, will maximize efficiencies for your crews, and the reporting and analysis tools will bring insights and awareness to your community. This will provide LAFD the ability to identify possible resources and deficiencies while measuring effectiveness. Our configurability meets LAFD's commercial off-the-shelf requirements. ImageTrend Elite is:

- ✓ NEMSIS 3.4.0 Compliant
- ✓ NEMSIS 3.5.0 Roll-out Q1 2020
- ✓ LA County DHS Approved Vendor
- ✓ NFIRS 5.0 Compliant

We welcome an opportunity to demonstrate our solution in person. ImageTrend would be honored to partner with the Los Angeles Fire Department.

To learn more, see details and hear from our clients, visit [www.ImageTrend.com/LAFD](http://www.ImageTrend.com/LAFD).

## 1.3 PROPOSER QUALIFICATIONS

With Elite, the City of Los Angeles Fire Department will be presented with the best possible solution. Elite offers administrator flexibility, an optimized user interface for efficiency and a powerful end-user experience. With ease-of-use of the utmost importance to both the end users and administrators, Elite offers LAFD Administrators configurability to make changes to the system, delivering tailored workflows, while increasing efficiencies for your crews and improving data accuracy. Some examples of the configurability available within Elite include giving you the ability to re-label and re-order fields, add supplemental questions (custom fields) and create your own validation rules and visibility rules that run real-time upon data entry.

Elite's design architecture allows your system to remain dynamic and adaptable to LAFD's evolving needs. ImageTrend has over twenty years of experience implementing software with unique workflows and data collection requirements. Our Client Services Team works with your administrators to develop an implementation plan that aligns with LAFD's needs and goals.

ImageTrend is proud to be one of a few vendors to have earned Los Angeles County Department of Health Services (LA DHS) compliance. We are also compliant with NEMSiS, HIPAA, NFIRS, federal, state, county, local regulatory and reporting requirements.



LA County DHS Compliance



ImageTrend recognizes that errors in documentation entry occur. Elite's validation engine follows rules built to NEMSiS and LA DHS compliance guidelines. LAFD System Administrators are able to edit existing validation rules, or build department specific rules that exceed national, state or municipal requirements.

Features within Elite that help to reduce errors and duplicate data entry, as well as improve quality controls include:

- ✓ Validation rules
- ✓ Power Tools™ - easy patient activity documentation tools
- ✓ Situation Tools™ - active protocol workflows
- ✓ Automated incident workflows
- ✓ Online and offline reporting capabilities

Elite comes fully equipped with a Continued Quality Improvement (CQI) module designed to allow LAFD to build limitless review categories for incidents meeting category criteria to flow into and be reviewed by users assigned to their specific review bucket. Reviewers can generate reports to view the data through either the CQI module or through Report Writer to give a comprehensive data report or benchmarking reports. Messaging can be linked to incidents automatically providing users with patient care feedback. These correspondences are tracked within the system with no limits on the number of messages attached

to the incident, for ease of review by any user with permission. Users with unread notes can reply to these similar to email, by accessing the Inbox after the user is logged in to Elite.

ImageTrend is positioned to meet and exceed LAFD’s report generation requirements in a number of ways. Report Writer includes ad hoc as well as packaged reports that can include transactional, grouped reports or analytical reports. To provide LAFD with additional flexibility, the Data Mart enables technical staff, analysts and researchers to delve deeper by using your analysis and business intelligence tools against the data collected via your Elite system.



ImageTrend’s solutions will assist LAFD in reaching their 2017-2020 “A Safer City 2.0” strategic goals by providing patient-centric integrated technologies, including:

- ✓ Telemedicine
- ✓ Community health initiatives
- ✓ SAFR health information exchange patient lookup
- ✓ Near real-time monitoring
- ✓ Enhanced disaster response capabilities

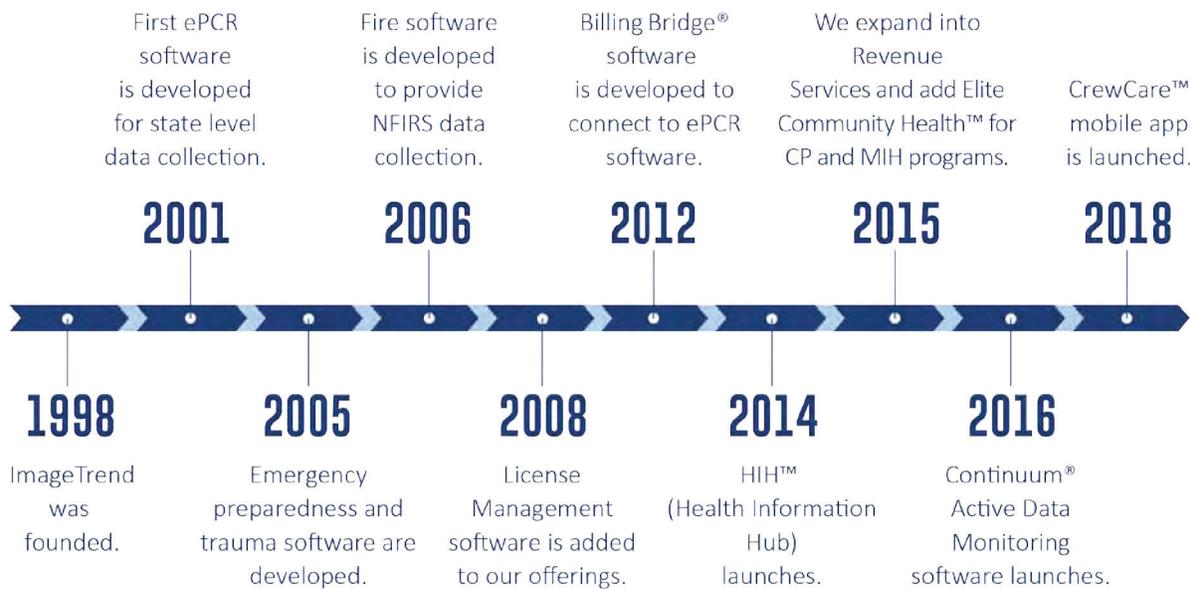
We are pleased to work with organizations that are industry leaders and are maximizing the benefits of ImageTrend’s configurability, integrations and interoperability; service groups such as Houston Fire Department (TX), Dallas Fire Department (TX), Orange County (CA), Las Vegas (NV), Nashville Fire Department (TN), New Orleans EMS (LA), North Memorial (MN), and Milwaukee Fire Department (WI). We welcome and encourage LAFD to engage with these services to understand their experiences.

ImageTrend’s transformative approach towards technology and customer relationships is what best positions us to partner with LAFD.

# 1.4 COMPANY OVERVIEW

ImageTrend was formed in 1998 and has remained committed to serving our community. From the company’s humble beginnings, to our first state contract with Minnesota for ePCR data collection in 2001, to now being the largest provider of emergency services data collection, analysis and reporting solutions in the country, ImageTrend has never stopped being of service. Service is at the core of what we do every day. Our principal place of business is our corporate headquarters located at 20855 Kensington Boulevard, Lakeville, Minnesota 55044. We are proud that Lakeville is where all of our development, support, operations and services are located. We currently have 180+ employees to be at your service.

We have grown into numerous markets over our 21 years – emergency services, healthcare, license management, billing, research and clinical services – conducting research on topics surrounding first responder mental health and effective pain management. While our market reach has grown, our focus on customer intimacy remains ever present. Close, nurturing relationships with our customers are where we thrive as an organization.



As a company, we measure and align our successes with that of our customers. We are only beholden to our clients, allowing us the agility to do what is right and to always be a technology-driven, innovative company. Central to this approach is our autonomy and independence from any outside investment. As a direct result, we have experienced significant and sustainable organic growth while maintaining consistent and predictable financial stability.

## > Our Capabilities

**21+**  
YEARS

ImageTrend has been of service to the EMS and Fire communities of the country for over 21 years. Our solutions currently collect over 1.5 million incidents per week from over 5,200 clients.

### 1.5 Million



Incidents Entered On Average Weekly

Elite has been described by our clients as the most innovative, patient-centric and configurable solution available in the ePCR market today. It is designed for you to customize an exceptional user experience. No other product from any other vendor gives users that power.

We are entrusted by 38 states as their selected ePCR vendor. In addition to our enterprise systems, we have a presence in all 50 states among thousands of agencies and individual users.



# 1.5 FAILURE TO COMPLETE WORK AWARDED

ImageTrend has experienced no termination for default in the 21 years we have been in business.

## 1.6 MARKET POSITION AND STRATEGY

ImageTrend’s market leading solutions in the EMS, Fire and hospital industries serve and connect our clients with what they desire; from our enterprise customers (38 EMS state systems), regional and large city systems, to agencies across the country. We are proud to acknowledge that our clients are influencers in quality improvement of patient care and demonstrating leadership in operational excellence.

ImageTrend’s network of users has created a community that positively influences the market by sharing openly in many ways, such as: a library of shared run forms, our annual Connect Users Conference, an online Forum for open discussions and best practices along with our UserVoice platform, which provides a place to share ideas and suggestions for product development considerations. In addition, we celebrate innovation both internally and externally, hosting what we call Hooley Days and Hooley Awards, giving both employees and customers the opportunity to share ideas, tell their stories and inspire one another.



Legendary service is what we strive to deliver each day – from product development to support. We work each day to create solutions that allow you to create the workflow that best fits your department. No need to conform to what is given to you, but rather you have the ability to customize, giving your crews and providers what they need to do their job efficiently and accurately.



**“ImageTrend has been a valuable partner for our ePCR and our Mobile Integrated Healthcare services. Based on their platform, product, customer service and innovative approach to integration within our systems, we would make the same decisions again to partner with ImageTrend.”**

– Doug Hooten, Chief Executive Officer | MedStar Mobile Healthcare

We are dedicated to the continued investment in our Clinical and Research Services Team, which provides insight into ImageTrend solutions, as a well as bridging the gap between data collection and a need for industry wide research, which has proven to be a key addition. This Team’s contributions include the CrewCare project, our data monitoring platform Continuum and assisting clients in research and publishing their research.

Our R&D annual investment is the highest in the industry for ePCR and EMS support infrastructure systems, and ImageTrend will continue to invest in R&D and our Clinical and Research Services Team to offer the best connected solutions and serve the emergency services market. At ImageTrend we believe in the importance of connecting life’s most important data.

## 1.7 USE OF SUBCONTRACTORS

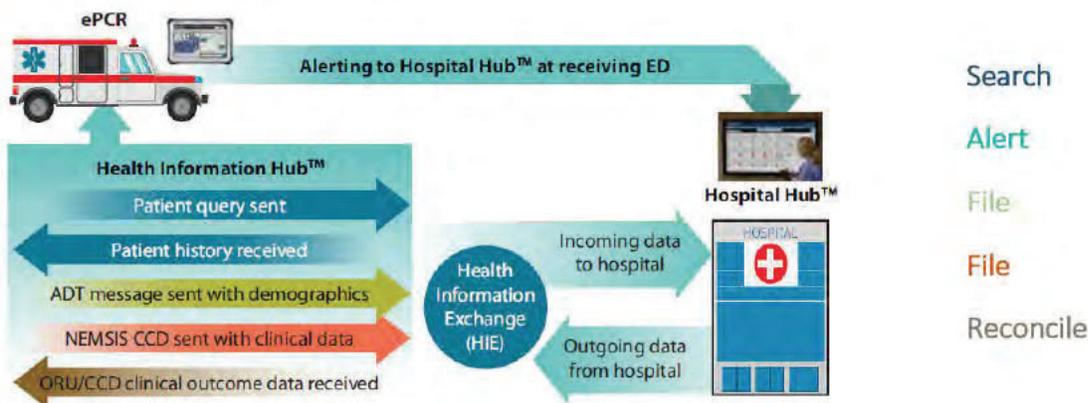
ImageTrend has not previously utilized subcontractor relationships, but if a partnership is beneficial to the project and services performed for LAFD, ImageTrend would welcome a relationship through the Business Inclusion Program.

# 1.8 EXPERIENCE AND REFERENCES

## > A. Primary References

Primary Reference #1	
Agency Name	County of Orange – HCA
Est. total number of sworn/civilian staff	6,800
Est. population served	3,179,950
Est. number of annual calls for service	600,000 per year
Est. number of annual patient care reports	550,000 per year
Contact Name	Laurent Repass
Contact Title	OC-MEDS Program Manager
Contact Phone	(714) 788-9217
Contact Email	LRepass@ochca.com
Date ePCR contract signed/date ePCR first went live	August 2010
How is this reference particularly relevant to this project?	This program has many agencies using the system for both Fire and EMS. The transfer of data from an ePCR to then completed NFIRS report was critical to them. They have executed the full California SAFR Health Information Hub (HIH) for a two-way connection to hospitals and the agencies in process as part of the CalEMSA +EMS program. They also use the ImageTrend Licensure tool for managing EMS licenses county-wide, as well as Patient Registry and our DataMart with Continuum for triggers and report distribution. <a href="http://www.healthdisasteroc.org/ems">http://www.healthdisasteroc.org/ems</a>

The SAFR Model is illustrated below:



Primary Reference #2	
Agency Name	City of Houston EMS
Est. total number of sworn/civilian staff	4,307
Est. population served	2,313,000
Est. number of annual calls for service	341,166 per year
Est. number of annual patient care reports	370,812 per year
Contact Name	Chris Souders, MD
Contact Title	Associate EMS Physician Director, Program Manager
Contact Phone	(832) 394-6812
Contact Email	Chris.Souders@houstontx.gov
Date ePCR contract signed/date ePCR first went live	August 2014
How is this reference particularly relevant to this project?	<p>This is a premier solution which has shown these following benefits and more:</p> <ol style="list-style-type: none"> <li>1. High volume EMS units managed efficiently</li> <li>2. EMS and NFIRS records connected</li> <li>3. Advanced use of the COI module within a large volume team</li> <li>4. Integrated into Mobile Healthcare / Telemedicine: ETHAN</li> <li>5. Controls, validations, triggers easily added and changed for quality data collection</li> <li>6. Efficient use in the field and automated through to billing</li> <li>7. <a href="https://www.jems.com/articles/print/volume-40/issue-11/features/houston-ems-advances-mobile-integrated-healthcare-through-the-ethan-program.html">https://www.jems.com/articles/print/volume-40/issue-11/features/houston-ems-advances-mobile-integrated-healthcare-through-the-ethan-program.html</a></li> </ol>



“Anytime you introduce a new tool to a department, you’ve got a challenge to change people’s thinking...It’s been a positive experience...I do like the fact that we were able to customize so many aspects of the run form to our service...letting us tailor everything to the needs of our organization.”

– Sundown Stauffer, Firefighter/Paramedic | Houston Fire Department

Primary Reference #3	
Agency Name	North Memorial Hospital
Est. total number of sworn/civilian staff	780
Est. population served	3,033,634
Est. number of annual calls for service	100,000 per year
Est. number of annual patient care reports	100,000 per year
Contact Name	Joe Glaccum
Contact Title	Director of Information Technology
Contact Phone	(763) 581-9976
Contact Email	Joe.glaccum@northmemorial.com
Date ePCR contract signed/date ePCR first went live	August 2016
How is this reference particularly relevant to this project?	This client is a dynamic user of the product, and can articulate the value of Elite ePCR and the configurable architecture.

When referencing the annual Connect User Conference:

“I like to network and it’s fun to see the people that I’ve met over the last couple of years and talk about ideas. There is a million different ways to do things so it’s always interesting to hear how other people accomplish the same things. I love seeing the ImageTrend staff too. The community is really great. I don’t have other software vendors that are like this. It’s a fun environment to be around. ImageTrend is a great partner to work with and is in our backyard so it’s always fun to be onsite.”



– Nikki Anderson, Application Administrator | North Memorial Hospital

## > B. Secondary References

### *City of Las Vegas Fire and Rescue*

Contact Name: William McDonald  
Title: Fire Chief  
Email: [wmcdonald@LasVegasNevada.gov](mailto:wmcdonald@LasVegasNevada.gov)  
Phone: (702) 383-2888  
Project Description: Elite EMS

### *City of Dallas Fire Rescue*

Contact Name: Tami Kaye  
Title: EMS Deputy Chief  
Email: [Tami.kayea@dallascityhall.com](mailto:Tami.kayea@dallascityhall.com)  
Phone: (469)-323-5700  
Project Description: Elite EMS

### *New Jersey Department of Health*

Contact Name: Tim Seplaki  
Title: Chief of EMS Data and Intelligence  
Email: [Timothy.Seplaki@doh.nj.gov](mailto:Timothy.Seplaki@doh.nj.gov)  
Phone: (609) 633-7777  
Project Description: Elite EMS

## > C. ePCR Client List

Name	Address	City	State	Postal code/zip
Advocate Healthcare Good Samaritan	3815 Highland Avenue	Downers Grove	IL	60515
Albuquerque Fire Department	11510 Sunset Gardens	Albuquerque	NM	87121
Allina Health Emergency Medical Services	167 Grand Ave	St Paul	MN	55102
State of Arizona	150 N. 18th Avenue, Suite 540	Phoenix	AZ	85007
State of Arkansas Department of Health	5800 West 10th Street Suite 800	Little Rock	AR	72204
State of Colorado	4300 Cherry Creek Drive South	Glendale	CO	80246
Dallas Fire Rescue	1500 Marilla St 4BS1	Dallas	TX	75201
Dekalb County	1300 Commerce Drive	Decatur	GA	30030
Fairfax County Fire & Rescue	PO Box 1147	Fairfax	VA	22038
	2 Martin Luther King Jr. Dr.			
State of Georgia		Atlanta	GA	30334
Houston Fire Department	1801 Smith, 8th Floor	Houston	TX	77002
Idaho Bureau of EMS & Preparedness	2224 Old Penitentiary Rd	Boise	ID	83712
State of Indiana	402 W Washington St. Ste E 241	Indianapolis	IN	46204
Inland Counties Emergency Medical Agency	1425 S D Street	San Bernardino	CA	92415
State of Iowa Department of Public Health	321 E. 12th St.	Des Moines	IA	50319
Kansas Department of Transportation	900 SW Jackson Room #1031	Topeka	KS	66612
State of Maine	152 State House Station 45 Commerce Drive Suite #1	Augusta	ME	04333-0152
State of Maryland	653 West Pratt Street Suite 208	Baltimore	MD	21201
State of Massachusetts	99 Chauncy Street	Boston	MA	02111
MedStar Mobile Healthcare	2900 Alta Mere Drive	Fort Worth	TX	76116
State of Michigan	WMed 1000 Oakland Dr	Kalamazoo	MI	49008-8060
State of Mississippi	1001 Woolfolk State Office Building 501 North West Street	Jackson	MS	39201
Nashville Fire Dept/EMS	63 Herm tage Ave	Nashville	TN	37210
State of Nebraska	301 Centennial Mall South PO Box 95026	Lincoln	NE	68509
State of New Hampshire	33 Hazen Drive CN-360	Concord	NH	03305
State of New Jersey	50 East State Street, 6th Floor	Trenton	NJ	08625-0360
State of New Mexico	1301 Siler Rd. Building F Emergency Medical Systems Bureau	Santa Fe	NM	87507
State of Oklahoma	Procurement 000 NE 10th St 405 W. 5th Street Suite 301A	Oklahoma City	OK	73117
Orange County CA Emergency Medical Services	PO Box 7260	Santa Ana	CA	92701
ProTransport-1	3 Capitol Hill	Cotati	CA	94931
State of Rhode Island	700 Empey Way	Providence	RI	02980-5097
Santa Clara County EMS Agency	Office of Technology Services / Office of Finance and Support PO Box 44191	San Jose	CA	95128
State of Louisiana		Baton Rouge	LA	70804
State of Minnesota	1450 Energy Park Drive, Suite 200	St. Paul	MN	55108
State of New York Dept. of Health - Bureau of EMS & Trauma	875 Central Ave.	Albany	NY	12206
State of Wyoming	6101 Yellowstone Road, Suite 400	Cheyenne	WY	82002
Ventura County EMS Agency	2220 E Gonzales Road, Suite 130	Oxnard	CA	93036
State of Virginia	1041 Technology Park Drive	Glen Allen	VA	23059
State of Washington	PO Box 47853	Olympia	WA	98504-7853
Wisconsin Department of Safety and Professional Services	1400 E. Washington Ave.	Madison	WI	53702
State of Wisconsin	! W Wilson Street PO Box 2659	Madison	WI	53703
State of Kentucky SB	300 North Main St.	Versailles	KY	40383
State of Oregon	3565 Trelstad Ave. SE 4501 68th Ave N	Salem	OR	97317
North Memorial Medical Center		Brooklyn Center	MN	55429
County of San Diego	6255 Mission Gorge Road 245 Murray Lane	San Diego	CA	92120
Department of Homeland Security	Mailstop 0305	Washington	DC	20528
State of South Dakota Department of Health	600 East Capitol Ave	Pierre	SD	57501
CAL Fire Dept of Forestry and Fire Protection	1300 U Street	Sacramento	CA	95818
Memphis Fire Department	65 S. Front St	Memphis	TN	38103
Albuquerque Ambulance	4500 Montbel Place NE 4210 Riverwalk Parkway, Suite 300	Albuquerque	NM	87107
Riverside County EMS Agency		Riverside	CA	92505
State of Utah Department of Health	3760 S. Highland Drive	Salt Lake City	UT	84106
Milwaukee Fire Department	2333 North 49th Street	Milwaukee	WI	53210
New Orleans, LA	2929 Earhart Blvd	New Orleans	LA	70125
Las Vegas Fire Department	495 South Main Street	Las Vegas	NV	89101

## 1.9 PROPOSAL DEVIATION FROM RFP

ImageTrend has excluded no items in the proposal.

# SECTION 2: FUNCTIONAL REQUIREMENTS



## 2.1 SYSTEM SOFTWARE CAPABILITIES – APPENDIX B

Please see the completed Appendix B, Software Capabilities Matrix, in Section 7.

## 2.2 DATA COLLECTION AND COMPLIANCE WITH STANDARDS

**2.2.1 Requirement:** The Proposer is required to provide a solution that is capable of capturing all of the information (data elements) required by various governing bodies, such as the Los Angeles County Department of Health Services EMS Agency and the National EMS Information System (NEMSIS). The specific data standards for which the Proposer must ensure compliance with are located in Appendix B: System Software Capabilities Response, Section 8.2.

Elite is compliant with NEMSIS 3.4.0 and maintains that compliance with ImageTrend's ongoing conversations with NEMSIS' Technical Assistance Center. This active participation with NEMSIS ensures that ImageTrend is best positioned to stay in alignment with dataset changes.

ImageTrend worked with LA DHS to gain compliance with their dataset. ImageTrend is prepared for any published modifications to this dataset and is able to implement those changes without delay.

**2.2.2 Requirement:** The Proposer is required to provide a solution that is capable of receiving and incorporating periodic updates to required data standards, since these standards are updated periodically by the issuing body and provided to the LAFD. The system must be capable of ensuring future compatibility with changes to data collection standards.

ImageTrend takes great pride in being compliant with national and LA DHS standards. ImageTrend actively participates in all NEMSIS meetings and assists in the direction of the NEMSIS dataset. Today, ImageTrend collects statewide EMS data in 38 states. This responsibility ensures that ImageTrend maintains NEMSIS standards. As changes are made to the NEMSIS dataset, NEMSIS requires vendors to complete a compliance process; ImageTrend recertifies every 1-2 years. Additionally, ImageTrend was certified compliant by LA DHS in February of 2019. We will continue to work closely with LA DHS on any upcoming changes to maintain compliance and testing.

Each change to the system is carefully planned so the user experience and data collection is not impacted. New values are added to Elite weekly and mapped correctly for each export that would be affected. ImageTrend maintains data integrity while simultaneously adding values for the customers to meet their needs.

**2.2.3 Requirement:** The Proposer is required to provide a solution that is capable of adding custom data collection fields from time to time, and incorporating them within an existing workflow so that the LAFD can collect additional information when needed. This information may be permanent (e.g., collect whether or not the patient is 'homeless') and/or temporary (e.g., collect specific information for a limited period of time during a trial or survey) in nature.

ImageTrend works closely with all customers as new data standards arise. We will work closely with you to understand what changes are on the horizon. ImageTrend will add or remove any values needed by LA DHS. These values would need to be mapped correctly to the LA DHS standard. ImageTrend would then test the new values with the County to make sure compliance is met. The values can be tested and placed in beta systems at ImageTrend before being released to customers. In addition, the Elite platform allows LAFD to create their own custom questions and worksheets that are able to be reported on.

**2.2.4 Requirement:** The Proposer is required to provide a solution that is capable of printing and/or creating electronic versions of required forms suitable for emailing and/or printing in the required format so that the form is acceptable to governing bodies or the form's owner. The purpose of this requirement is to ensure that required forms can be provided in an already approved format.

ImageTrend supports the use of Supplemental Questions. These custom fields, Supplemental Questions, can be built and added to the run form by LAFD without ImageTrend's assistance. There is no limit to the number of Supplemental Questions that can be added by the LAFD. Questions can be conditional and validated similar to any field created by ImageTrend. The types of questions supported are textboxes, memo, single-select, multi-select, date, date/time, integer and decimal. Once the field has been added to the run form it is immediately available to the end users once they sync their field device. These fields can appear in a matter of minutes on the run forms used by LAFD. The fields are also available in Report Writer allowing for answers that can be analyzed and reported against for actionable changes to be implemented at LAFD.

**2.2.5 Requirement:** The Proposer is required to provide a solution that is capable of modifying existing forms and/or adding new forms in the future, as the need arises.

The current Los Angeles County PDF is compliant with LA DHS. Elite has a Print Report Manager built into the solution capable of configuration. Based upon permissions, a user can create an unlimited number of printed formats. Some examples could include PHI data removed, while others are comprehensive and include all data with EKG strips. During implementation, ImageTrend will work with LAFD to determine a base set of printed formats that you could later change if desired.

## 2.3 MOBILITY

**2.3 Requirement:** The Proposer is required to provide a solution that exploits the growing demand for a mobile workforce and enhances the user's experience and efficiency by allowing them to work effectively in a mobile environment.

Elite Field is browser-based, which allows the software to operate in Windows, iOS and Android. Per RFP Sections 1.7.2 and 1.7.3, LAFD's current operating systems and browsers pose no compatibility issue. Elite Field allows the user to complete the PCR on the mobile device that is chosen by LAFD to best fit your workflow. Elite Field's sync process guarantees the latest configuration changes are brought down to the mobile device; this sync process occurs upon login every time the field device is utilized.

The user will utilize Elite Field to complete their ePCR without an internet connection available. The internet is needed to obtain CAD data or to post a record to Elite web. Repeat Patient lookup can be used with or without an internet connection depending on LAFD's desired workflow.

ImageTrend continually maintains compatibility with many different devices and operating systems to ensure the software will perform optimally. As part of our ongoing Quality Assurance process, ImageTrend regularly tests devices in order to ensure compatibility with EMS/Fire data collection. Because the system is browser-based, the type of device is less important than the internet browser and its capabilities.



Figure 1. Above are examples of Elite on multiple device types.

## 2.4 USABILITY

**2.4.1 Requirement:** The Proposer is required to provide a user experience that is easy to learn and that would be familiar to an average, non-technical user with experience using computers, the Internet and mobile devices.

ImageTrend works closely with our customers to design the user experience; each customer has the ability to design their workflow. Any field can be defaulted to an answer if desired. Elite has a similar design in all modules, allowing for ease of training of all users. Elite has different types of fields depending on the type of data being collected. There are big buttons for single selects, multi-selects and grids for one to many options.

The Validation Engine leads users down a path of completion. LAFD can require any field conditionally within the run form; the fields required can also be weighed. There is a validation score that tells the user what fields have not been satisfied in real-time and allows the user to quickly jump to the required fields. Additionally, system administrators can configure your run form to include closed-call rules. These rules prevent the posting of an incident until specific fields are satisfied.

Elite has the ability to scan driver's licenses via barcode reader or camera depending on the hardware being used. The user can use speech-to-text if the device supports it. LAFD's data can be auto-filled based on CAD data, EKG and repeat patients.

ImageTrend has developed Power Tools that allow LAFD to quickly document medications, procedures and patient care activities. Data can be defaulted so that in as few as one click, treatment can be entered. Situation Tools can also be created based upon protocol to walk users down the correct path of treatment depending on the incident. These tools ensure that treatment is correct, according to national and local standards, and documentation is quick and easy.

**2.4.2 Requirement:** The Proposer is required to provide the ability to capture digital signatures.

ImageTrend has digital signature capture that can be completed at any time in the documentation process. Signatures can be validated and required depending upon LAFD's workflow. The signature boxes can be enlarged for easy signature capture. Signature paragraphs, such as privacy statements, billing authorizations and refusals can be displayed in multiple languages. There is no third-party software required for signature capture.

**2.4.3 Requirement:** The Proposer is required to provide the ability to capture information from various documents, such as identification documents, insurance cards and medication lists.

Elite has the ability to attach files from within the PCR before or after data becomes available. Attachments can be added by using the camera on the hardware if available. Otherwise, attachments can be added through standard methods of browsing for the file on the device. A few possible examples of attachments are PDF, JPEG, PNG, Voice, or Video.

Additionally, Elite is able to scan in driver's licenses with the use of native camera hardware with our document scanning app.

## 2.5 EXTERNAL MEDICAL DEVICES

**2.5 Requirement:** The Proposer is required to provide a solution that can interact with and incorporate information that is received or otherwise collected using external medical devices, such as cardiac monitors (12-lead), AEDs and ultrasound devices, which may or may not be provided by the Proposer. The specific external medical devices currently in use by LAFD are listed in Appendix B: System Software Capabilities Response, Section 10.2.

Currently, ImageTrend is able to interface with Physio, Zoll and Philips monitors. EKG information can be transmitted to the PCR and data is incorporated into the correct fields in the run form. The six second strips and 12-leads are created as PDF attachments. The strips can be printed with the patient care report if desired. Elite supports EKG data transmission using Bluetooth, cable, or internet, depending upon EKG and device capabilities. Each EKG vendor has software they rely on to transmit the data to the patient care report. It is possible to include more than one device's data within a single patient care report. As an example, it is possible to have a first responder capture a 12-lead and later capture a 12-lead from an ambulance.

When a new device is introduced to the market, ImageTrend works with hardware manufacturers and our customers to make sure the dataset has a place to document the needed information within our application.



Figure 2. Medical device integrated with the ePCR and repeat patient historical incident data.

## 2.6 TELEMEDICINE

**Requirement:** The Proposer is required to provide a solution that can support the delivery of clinical evaluation and care from a distance using various telecommunications tools, such as video, audio and chat.

ImageTrend's previous experience with telemedicine has involved integrating with third-party video conferencing software. For example, Houston Fire Department's ETHAN project utilizes Cisco Jabber software with Panasonic FZG1 hardware to establish a video conference consultation. Elite was customized to immediately alert the ETHAN team based upon specified criteria being met.

ImageTrend is engaged with Microsoft to integrate their Teams for Healthcare program into Elite.

## 2.7 LOCATION VALIDATION AND MAPPING

**2.7.1 Requirement:** The Proposer is required to provide a mechanism for entering and collecting location information in a format that is compatible with existing systems that use geographical information and the LAFD GIS standards as described in RFP Section 1.7.13 GIS and Mapping.

Elite’s primary incident GPS locations will generate from LAFD’s CAD system to validate addresses entered into the PCR. The address field could be made read-only so that only data that has been validated could be entered. There is also a GPS button on the run form to document exactly where the incident occurred.

For any incidents missing latitude and longitude values, Elite’s geocoding process will automatically generate incident coordinates to allow for all incident data to be geocoded and reported on.

**2.7.2 Requirement:** The Proposer is required to provide a means for visualizing information on a map as part of the user experience to enhance the user’s understanding of the information being presented and/or efficiency in collecting it.

Report Writer has the ability to display historical and near real-time incident data either displayed over a map with pins or heat maps. Any packaged or transactional report can be exported to a mapping feature. Near real-time incident based mapping capabilities by user defined topics are available for internal and external data insights and sharing. Client specific map layers such as fire districts, response zones, stations, facilities, points of interest, etc. can be activated on both incident pins and heat maps to provide better insights for LAFD. This allows the user to visually see where incidents occurred. There is a GPS documentation button available in the patient care report that can pin point the location of the hardware device.

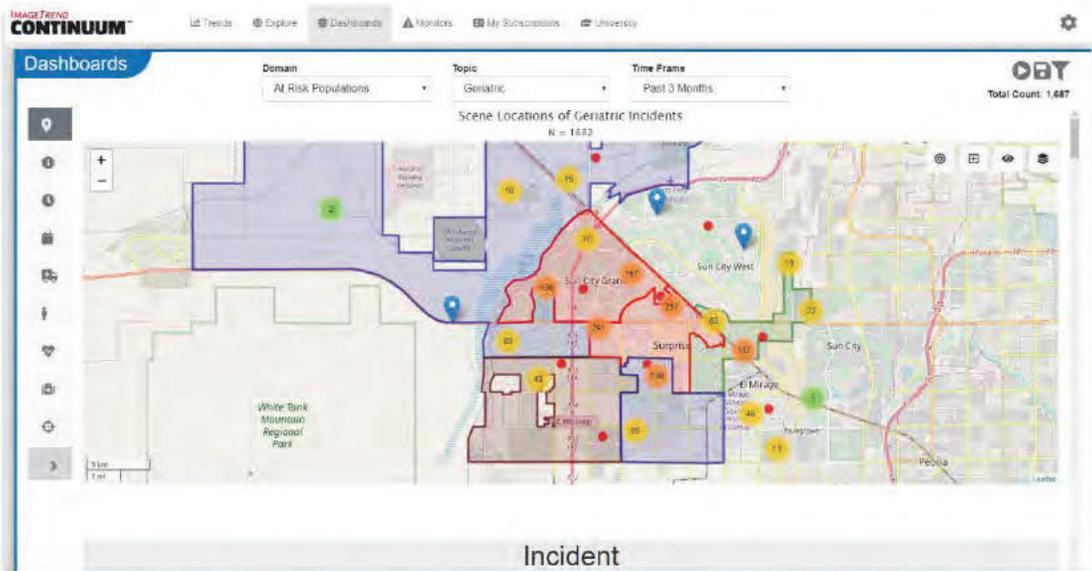


Figure 3. Example of Continuum’s near real-time mapping capabilities with customized map layers.

# SECTION 3: NON-FUNCTIONAL REQUIREMENTS



## 3.1 SYSTEM ARCHITECTURE AND INFRASTRUCTURE

**3.1.1 Requirement:** The Proposer is required to provide a commercially available, ‘off-the-shelf’ solution that addresses the functional requirements described in this RFP with minimal or no required custom software development.

Elite is the most configurable solution in the market today. LAFD has the ability to design run forms and workflows, along with making changes to data collection needs as desired within the application. ImageTrend assists with this process to ensure data integrity and proper mapping for billing, NEMESIS and LA DHS datasets.

ImageTrend is open to custom development when new functionality is requested by a customer. A customer may have an item that will only impact their agency. In these cases, a Business Analyst is assigned to the project to gather requirements from the customer.

**3.1.2 Requirement:** The Proposer is required to utilize a modern and fully supported software environment that has been designed for the expected function, size and scale of the LAFD.

Elite is solely developed and maintained by ImageTrend staff at our Lakeville, MN headquarters. Elite contains all necessary components within the Elite framework without need for additional licensed software.

Elite utilizes the latest .NET and SQL server technologies, with the most up to date software languages providing scalable solutions. Utilizing this technology, Elite Field is uniquely suited to operate in remote, disconnected environments on any supported browser.

Elite releases software updates, including maintenance and enhancements, each month. ImageTrend seeks input from our clients through our UserVoice platform, support tickets, or Statements of Work to assist in the development of new enhancements. You are able to select which release round for new software – this gives you the flexibility of planning for your system updates. ImageTrend closely monitors industry and healthcare trends and provides software enhancements to meet the ever changing health care needs.

**3.1.3 Requirement:** The Proposer is required to utilize a modern and fully supported hardware and infrastructure platform that has been designed for the expected size and scale demands of the LAFD.

ImageTrend’s focus on our enterprise applications has always been with the mindset of scalability and performing to meet the needs of the most resource intensive EMS departments in the country. Elite is engineered to operate inside of varying hosting solutions and methodologies. Elite’s enterprise design scales well for LAFD because the solution we will deploy is a single-tenant setup. This approach ensures that LAFD’s dedicated ImageTrend provided hosting resources are solely used by LAFD –

application servers, database server resources, reporting servers, etc., are all reserved only for LAFD's use.

One of these single-tenant solutions is Microsoft Azure. Azure and Elite are uniquely positioned to remain responsive to the changing and growing needs of LAFD. ImageTrend is able to dynamically scale to meet the performance and stability needs of LAFD as the department grows.

ImageTrend also operates its own physical infrastructure out of multiple data centers, one of which is located in Eagan, MN and another located in Dallas, TX. Our approach for this hosting solution is similar to an Azure or other cloud-hosting environment. This similar single-tenant approach also ensures LAFD's resources are utilized only for LAFD and is equally as scalable.

**3.1.4 Requirement:** The Proposer is required to provide a system that is capable of storing a minimum of ten (10) years of historical data so that these records are immediately and fully available to system users.

ImageTrend utilizes Microsoft SQL for the database and has been collecting patient care reports for more than 21 years. ImageTrend has worked with customers on data retention policies to make sure that all data is available to the customers. Following your provided annual run volume, ImageTrend sees no issue with holding your historical data over the coming ten years.

**3.1.5 Requirement:** The Proposer is required to support the ability to access the system using office located, network-connected (wired, wireless, public broadband) desktop/laptop computers.

- ✓ On iPad/iOS: Safari only
- ✓ All other hardware/OS platforms:
- ✓ Recommended browser is Chrome
- ✓ Latest Chrome, Chrome Mobile, Safari, or Firefox browsers
- ✓ Microsoft Edge\*\* (25.10586.0.0 or higher), Microsoft Edge HTML (13.10586 and higher)
- ✓ Elite can run on current LAFD computers. Other hardware being utilized is dependent upon operating systems and browser versions. Specific requirements are in 3.1.6.
- ✓ ImageTrend recommends a minimum bandwidth for wireless is 4G/LTE service and a wired network connections of 100Mbps for optimal performance.

**3.1.6 Requirement:** The Proposer is required to support the ability to access the system using handheld, tablet and/or other mobile devices, such as those devices described in the Proposer's response to 2.3 Mobility above.

- ✓ On iPad/iOS: Safari only
- ✓ All other hardware/OS platforms:
- ✓ Recommended browser is Chrome
- ✓ Latest Chrome, Chrome Mobile, Safari, or Firefox browsers
- ✓ Microsoft Edge\*\* (25.10586.0.0 or higher), Microsoft Edge HTML (13.10586 and higher)
- ✓ ImageTrend has customers successfully using iPads and Windows devices, on 4G LTE service, optimized for screen sizes of 7" or larger.

## 3.2 SYSTEM SCALABILITY AND GROWTH

**3.2 Requirement:** The Proposer is required to provide a system that can scale and grow, as the LAFD's needs change over time. The system's performance and capacity must be maintained and able to adapt to changing system use and needs over time without requiring full replacement of underlying technology hardware or software platforms.

Elite was built as an enterprise system capable of handling millions of records. Elite can scale horizontally (by adding more servers in the Elite "cloud") or vertically by adding more CPU or ram resources to the existing Elite servers.

## 3.3 SYSTEM PERFORMANCE

**3.3.1 Requirement:** The Proposer is required to provide system availability of no less than 99.9% that allows for no more than ten minutes of system downtime per week or eight hours per year, for any reason.

ImageTrend guarantees 99.9% uptime for LAFD. We have redundancies built into both the application and database servers, meaning if any one server goes down/offline, Elite will not be affected. In the rare case that the web-based Elite is inaccessible, users can continue to create and document ePCR reports utilizing Elite Field. If the Elite site is hosted and managed by ImageTrend's IT staff, several different types of monitoring and alerts are enabled to ensure quick response and maintenance.

**3.3.2 Requirement:** The Proposer is required to provide a system design that accounts for no single-point-of-failure and provides system resiliency sufficient to maintain the required system response time and uptime regardless of the cause of the failure. The system must be able to detect and recover from failures with minimal to no human intervention.

Redundancies have been built into both Elite and database servers, meaning if any one server goes down/offline, Elite will not be affected. In the rare case that the web-based Elite is inaccessible, users can continue to create and document ePCR reports utilizing Elite Field.

**3.3.3 Requirement:** The Proposer is required to provide system response times sufficient to maintain the user's attention and not interrupt the normal workflow, even during periods of peak use.

ImageTrend has many clients using Elite on a daily basis, with thousands of users accessing a single site, entering tens of thousands of incidents per day. Clients of comparable size: large departments, regional LEMSA services throughout California, county and state systems across the United States, make up the primary client base of Elite.

Elite is architected to run in a cloud-based environment, meaning if resources become unavailable it does not impact the application availability. For example, the calculated up-time for the City of Houston Fire Department, for the past 12 months, was 99.97%.

**3.3.4 Requirement:** The Proposer is required to provide the user with sufficient feedback when system response times are slower than expected, so that the user is fully aware of the operating condition of the system (e.g., system is up/down) and knows what to expect (e.g., to wait, to retry, to call for assistance, etc.)

ImageTrend has internal alerts set up to determine if a site goes down or shows delayed server response times. If ImageTrend is performing server maintenance, or the site is down, a friendly message will display at the top of the Elite user interface notifying the user that the website is inaccessible. During this time, Elite Field incidents can be entered and documentation can be performed.

Your site is monitored for slow page load times, CPU utilization and other various performance metrics. ImageTrend uses proactive site monitoring insights and helps prevent your site from going down.

**3.3.5 Requirement:** The Proposer is required to provide a mechanism for conducting periodic system performance testing that accurately simulates the expected number of users and tests both system performance in terms of response time under expected maximum peak load and resiliency in terms of component failures. The LAFD expects the Proposer to conduct performance testing before any new major release, and to make the testing results available to the LAFD for review before the release is placed into production.

ImageTrend offers access to Elite Test Sites that act as a test environment for LAFD to test releases pushed to test sites prior to the release on a production site. ImageTrend runs nightly automated performance tests against a pre-defined production Elite site. Any test that fails is addressed prior to release. Due to the number of unique configurations each site may have, it is atypical for ImageTrend to publish test results.

**3.3.6 Requirement:** The Proposer is required to provide a mechanism for monitoring system performance and proactively alerting support staff of performance anomalies that may negatively impact system performance and/or uptime.

ImageTrend has internal alerts that monitor system up-time and performance, as well as page load times. ImageTrend realizes that LAFD's system is mission critical requiring constant monitoring. In the event that a major anomaly occurs, we will proactively provide communication. Internal processes have been established and are effective in monitoring, including high CPU usage on a VM or blocking queries on a database.

## 3.4 DATA PROTECTION AND RECOVERY FROM FAILURE

**3.4.1 Requirement:** The Proposer is required to provide a system design that protects against data loss and/or corruption due to unforeseen system and/or component failures.

Each Elite SQL database is replicated in real-time to a second database within our data center as well as a third database that is in a data center in a different state. The application itself also has safeguards built in to prevent data loss, such as the Elite Field cloud. For more detailed information please see our confidential Disaster Recovery Plan included in Section 5: Optional Appendices.

**3.4.2 Requirement:** The Proposer is required to provide a system design that ensures that an unforeseen system outage results in minimal or no data loss.

Elite Field has a mechanism in place to help prevent data loss. This functionality is called the Field Incident Cloud. During the usage of Elite Field, the incident data (with the exception of attachments) being entered is synced behind-the-scenes (when an internet connection is present) to one of our hosted servers in real-time. It is available – if needed – via a permissions-driven administrative page. This allows for data recovery if either the software gets corrupt or if the computer/tablet itself gets destroyed.

On the server side, incremental backups occur every 15 minutes. If we have to restore one of these to recover data, we would work with LAFD on the process and what, if any, gaps we would have to address.

**3.4.3 Requirement:** The Proposer is required to provide a system design that allows for full system recovery from an unforeseen system failure of no more than 15 minutes.

Full database backups are generated every 24 hours. In between those full backups, incremental backups are taken every 15 minutes. In the case of a system failure, the ImageTrend IT Team will be responsible for making sure all of the server components get restored to their fully-working state. We will also be in communication with LAFD's team during these scenarios. For more detailed descriptions of what goes into this (as well as roles and responsibilities and estimated timelines), included in Section 5: Optional Appendices, is our Disaster Recovery Plan.

**3.4.4 Requirement:** The Proposer is required to provide a mechanism for entering handwritten reports into the system following a system failure or outage where the system is unavailable.

ImageTrend does not envision a time hand written reports would be needed. Elite Field will allow users to complete PCRs even if the Elite web is unavailable if internet is down. The user can continue normal use and hold on to the incidents until the system or internet connection is restored.

Data entry can be completed on paper and then entered into the system at a later time. All automated workflow triggers will still occur no matter when an incident is entered.

## 3.5 SYSTEM ENVIRONMENTS

**Requirement:** The Proposer is required to support the ability to conduct system maintenance, training, development, configuration and testing without interruption to the production systems.

Each Elite system has a “demo/training” area than can be configured and tested without interrupting service to the system. The administrator could make changes to run forms and validation rules for testing. Later, these changes can be applied to the “live” agency. No extra hardware or software is needed to accomplish this.

## 3.6 RELEASE MANAGEMENT AND VERSION CONTROL

**3.6.1 Requirement:** The Proposer is required to provide a mechanism for predictably managing releases, enhancements and/or customizations, including updates, patches and upgrades in a manner that is not disruptive to in-production operations.

Maintenance of ImageTrend software includes scheduled updates and new releases, as well as defect corrections and new functionality. Specific out-of-scope system enhancement requests will be reviewed with LAFD and subject to approval if additional changes are necessary.

Elite releases one major update each month. Prior to each release going out, it goes through a full round of manual and automated testing from the ImageTrend QA Team. If the QA Team rejects any item, it gets fixed by the Development Team and then the QA process is started over. Once it passes this round of testing, a site in our production environment is updated and another round of QA is performed.

Each release is tested to ensure that configurable settings within each Elite site are not altered.

LAFD has control over when updates are released to the site; multiple round releases exist, which give you the flexibility of choosing when your system is updated.

**3.6.2 Requirement:** The Proposer is required to keep system software, including third-party software, up-to-date with any required release patches or updates and major releases within one version of the fully supported current version. All proposed software versions must be generally available and operational in a comparable production environment on or before the proposal deadline.

Elite does not manage (or require installation) of any third-party software in order to function. There are two cases where third-party software is integrated into Elite: the driver's license scanning functionality and EKG linking. In these cases, we adopt and test their updates as soon as they become available, and package them into a future Elite release.

## 3.7 DATA RETENTION AND ARCHIVING

**3.7.1 Requirement:** The Proposer is required to provide a capability to maintain various data retention policies that may change over time.

By default, Elite does not delete/archive any data. If you have a data retention policy, we will work with you to set up parameters to auto-archive records.

**3.7.2 Requirement:** The Proposer is required to maintain 'active' or 'open' system records indefinitely, so that they are immediately and fully available to system users.

By default, Elite retains all incident records entered (or imported) into the system. If the site is hosted by ImageTrend, normal storage growth is covered by your annual support agreement.

**3.7.3 Requirement:** The Proposer is required to provide the capability to permanently delete or 'purge' records in a manner that complies with Departmental, local, state and federal guidelines.

If LAFD would like to set up an auto-archive, the process will occur via a scheduled task on our hosted server. Each record that is auto-archived will get recorded in a specific log (that includes a timestamp plus identifiers such as incident number and call sign).

**3.7.4 Requirement:** The Proposer is required to provide a mechanism to make all ePCR data available in its native format for use by the LAFD for reporting and other data analytics needs independent of the ePCR production system in a timely manner and without restriction of use.

Report Writer hits a data mart of replicated data (this is done to ensure that reports do not affect the performance for the daily users of the Elite site). There are several different groups of data to report off of in the data mart – including, but not limited to, all EMS fields, personnel, or facilities. This data is replicated every 5-60 minutes, depending upon the type of data syncing. In addition to an ImageTrend-hosted data mart, we also offer the capability to sync this data mart to a SQL database in your hosting environment. You are then licensed to hook up any reporting tools you may have/use to this database (such as Power BI).

## 3.8 DIGITAL CONTENT MANAGEMENT

**Requirement:** The Proposer is required to provide a system capability to collect and store digital media content that is associated with a record as part of the ePCR workflow.

Elite has the ability to attach many different types of files. The user can add attachments using the mobile patient care report or add them after the incident is completed. The user can add attachments via a button within the EMS run from. The user is given the option to use the camera on the device, or search for the item to attach. The system will allow attachments that are video, voice, Word, PFD, Excel, JPEG, and PNG to name a few types.

## 3.9 SYSTEM ADMINISTRATION

**3.9.1 Requirement:** The Proposer is required to provide a mechanism for administering the system. This includes the ability to make changes to system values and configurations that are required to meet operational needs.

ImageTrend recommends you have at least three system administrators that work together to manage the system. LAFD System Administrators would have the ability to configure the system and make instant changes if desired. LAFD System Administrators would have the ability to remove choices from picklists along with changing labels to make data entry more efficient. There are several tools built into Elite that are used to administer and configure the run form and your workflow. Some of these include the Form Manager (show/hide fields on the form and change the layout), Validation Rules builder (choose which fields are required and when), Dataset Manager (change the values that exist within pick lists), etc.

In our experience, Elite administrators do not need to be IT professionals, but have a desire to work in the system with an EMS background. These administrators should be part of the implementation process and go through administrative training.

By having more than one system administrator, you create operational redundancies to ensure personnel changes cause no disruption to the system.

**3.9.2 Requirement:** The Proposer is required to provide for the ability to monitor and manage system performance, such as uptime and responsiveness.

ImageTrend utilizes a number of different internal tools to monitor system uptime and performance. We also use a third-party tool and are open to a discussion with LAFD regarding choices on exposing an uptime checker.

## 3.10 DATA MANAGEMENT

**3.10.1 Requirement:** The Proposer is required to provide a mechanism for administering system records, making administrative changes and maintaining data quality.

ImageTrend developed an intuitive validation system for patient care reports. The validation engine works using conditional logic to ensure that data is collected correctly when entered by the user. After an EMS record has been filled out by a provider, an administrator still has the capability to change specific data elements within an individual record. Any changes made to a record using this workflow is audited.

**3.10.2 Requirement:** The Proposer is required to provide the ability to comply with local, state and federal requirements for privacy and confidentiality (e.g., HIPAA) by making records and/or parts of records only available to certain users who have authorized access to those records.

The ImageTrend permission engine allows LAFD to create as many permission levels as needed to ensure each user has the amount of access needed to complete their job. The permission group for providers is typically set up so that you will only have access to those EMS records that you are a crew member on. It is also possible to limit who can print patient reports, or what print template is available to the permission group.

In addition, Elite allows for the functionality to create status types that are tied to permission groups. For example, this would allow LAFD to specify specific incidents as not being able to be viewed by anyone except administrators.

**3.10.3 Requirement:** The Proposer is required to provide the ability to use and administer standardized code values, such as federal, state and local codes and ordinances (e.g., LA-EMS Data Dictionary, NEMSIS, NFIRS).

ImageTrend is committed to all state and local standards utilized by LAFD. Upon the start of implementation, Elite will be supplied with the latest codes from LA DHS, NEMSIS, and NFIRS. As codes are added or updated for each of these entities, ImageTrend will update its software in a timely manner to remain compliant. ImageTrend implements all code changes to a beta (pre-release) environment for quality assurance testing prior to the official release to client systems.

## 3.11 USER IDENTITY AND ACCESS MANAGEMENT

**3.11.1 Requirement:** The Proposer is required to interface with the City's central identity management system for maintaining user information and access controls.

Elite does not support integrating with third-party identity management systems. This is mainly due to the offline capability of Elite Field. In order for Elite Field to operate while disconnected, each user must have the ability to login (while there is no internet). Because other identity management systems do not expose passwords (for good reason), there is no way for Elite Field to sync those credentials (for offline usage).

**3.11.2 Requirement:** The Proposer is required to provide system access controls sufficient to manage access to various system capabilities and functions, based on the user's role, and comply with City, State and Federal security requirements.

The Elite Permission engine is granular and controlled by LAFD. The number of permission levels is unlimited to allow each user to have only the access they need. ImageTrend uses Hidden, Read-Only, Edit, Add, and Delete as the choices for almost every aspect of the system. Permissions can go further to determine who can print, change the status of an incident, or lock or unlock patient care reports. This engine allows LAFD to control access to their solution. All permissions are applied to all aspects of the Elite platform from the website to Elite Field.

## 3.12 SYSTEM SECURITY AND DATA PRIVACY

**3.12.1 Requirement:** The Proposer is required to prevent unauthorized system use and access.

Each user is granted a username and password. The system makes the user enter this each time they access Elite or Elite Field. The password complexity, length and use of special characters is determined by LAFD. LAFD can also configure the invalid login attempts number. With this turned on, a login account would be locked out of the system if a certain number of incorrect attempts was made in a row. Elite also supports two-factor authentication if LAFD chooses to utilize it.

Passwords are able to be set to expire after X amount of days.

**3.12.2 Requirement:** The Proposer is required to protect data 'at rest' and 'in transit' so that unauthorized users cannot access it.

Elite encrypts all data while at rest (using industry best practices and algorithms) and while at transit (requiring HTTPS). ImageTrend monitors for unauthorized access at the firewall layer.

**3.12.3 Requirement:** The Proposer is required to provide data access controls that allow a system administrator to set access and/or authorization that may vary depending on data within a record, such as Protected Health Information or incident type (e.g., Dead on Arrival, High Profile Incidents, etc.).

Elite allows for the functionality to create status types that are tied to permission groups. For example, this would allow LAFD to name specific incidents as not being able to be viewed by anyone except administrators. These statuses can be automatically changed as part of your workflow, or changed on an individual record due to certain circumstances.

Additionally, each time a record is accessed/opened, the user and timestamp is audited. LAFD can also require a reason to be filled in every time an ePCR record is viewed or printed.

**3.12.4 Requirement:** The Proposer is required to maintain compliance with Health Insurance Portability and Accountability Act (HIPAA) standards for data privacy and protection.

ImageTrend applications meet or exceed state and federal data privacy requirements and the HIPAA guidelines. Secure logins are an industry standard process and are part of the HIPAA guidelines for data protection. These are implemented throughout the application with the use of the multi-tiered hierarchical security access features of the ImageTrend security module, which provides the environment for controlling the access necessary to provide data protection.

## 3.13 SYSTEM LOGGING AND AUDIT

**3.13.1 Requirement:** The Proposer is required to provide for the full audit and logging of both authorized and unauthorized system activity and user interactions with the system including, but not limited to, logins, data changes and record views.

Elite has a robust audit tracking engine. Each user login is tracked to the date and time of entry. Inside of the patient care report a history is tracked of every save or print tied to the user. Additionally, every time a record is simply accessed, that click is recorded.

If a report had been locked and later unlocked by someone with enough permissions, a detailed audit log is started (that tracks the changes for every value). In the detailed audit log you can see what fields were changed by the user on what date and at what time. The original values are also saved with the change to specifically see what data was modified.

**3.13.2 Requirement:** The Proposer is required to provide a mechanism for searching and reporting on system activity information to aid in troubleshooting, training and investigation of unauthorized use.

In Elite there is a history tied to every patient care report. In that history you can track the users that have opened that report, saved, printed or changed data. Additionally, these incident history items are exposed within Report Writer. This would allow you to audit all action for a given individual.

## 3.14 SYSTEM INTERFACES AND DATA EXCHANGES

**3.14.1 Requirement:** The Proposer is required to provide a mechanism for exchanging information with other systems where information is passed to/from the ePCR system at predefined intervals, from one-time and recurring batch to near 'real-time', using a predefined protocol, format and layout in order to support a specific function or operation.

Elite offers various data exchange methods. Two such methods include NEMESIS web services or secure FTP file drop. Both methods utilize near real time queries to identify incidents requiring export to a secure location for consumption by a third party.

**3.14.1.2 Requirement:** The Proposer is required to provide an interface to CAD that can support the ability to receive CAD calls for service information to aid in the timely and accurate completion of ePCR records using information that has been recorded in CAD.

ImageTrend's preferred method to interface CAD data into Elite is secure file drop to a folder within your network. ImageTrend will then push the file via secure web service to your Elite database for consumption and availability for LAFD personnel to download. Implementation involves mapping received CAD values into ImageTrend/NEMESIS values for seamless integration within the ePCR. Users can expect creating an ePCR record, filtering by unit, and downloading the appropriate CAD record at any time. CAD records can be re-downloaded to receive the most up to date information whenever available.

**3.14.1.3 Requirement:** The Proposer is required to provide an interface to the LA County EMS agency that is acceptable to the County, and be able to comply with the County's requirements for submitting EMS data.

Elite has been compliant since February 2019 by the County EMSA to submit data. ImageTrend includes an automated export to the County EMSA that triggers reports to be submitted based on LAFD's criteria when a record is ready to be submitted. Examples of triggers could include an incident reaching 100% validation, Ready for Export status or combination of both. ImageTrend will work with LAFD to determine the appropriate criteria to be used to submit data to the County EMSA. When a record is sent to the County EMSA, there is an audited history record attached to the incident.

**3.14.1.4 Requirement:** The Proposer is required to provide an interface to California Emergency Medical Services Authority that is acceptable to the State, and be able to comply with the State's requirements for submitting EMS data.

Elite is currently utilized as the data repository for the State of California. ImageTrend is also the state EMS data collection vendor in 37 other states. Elite has an Auto-Post system to send EMS records to

any NEMESIS 3 web service, including the State repository. The Auto-Post allows LAFD to determine when a record is ready to be sent to the State EMSA. An additional example is when a record is locked and marked as reviewed, it could be submitted to the State. There is also an export history showing all transmitted records. There is a log that shows if the record was successful or unsuccessful. If the record failed, there are details to explain what caused the record to fail.

**3.14.1.5 Requirement:** The Proposer is required to provide an interface to the R1 RCM system that is suitable for maintaining the LAFD's billing requirements.

ImageTrend has a long standing relationship and export with R1 RCM. The export is based upon business rules that are determined by LAFD and R1 RCM, resulting in R1 RCM receiving calls in a timely manner that are ready for billing. As incidents meet the determined criteria, a NEMESIS 3 XML file with attachments and PDF are exported to a secure FTP file location for R1 RCM processing. Elite delivers automated billing export summary reports to various recipients that can be used for reconciliation. Changes made to R1 RCM or ImageTrend are tested on a beta system before going to a live environment.

**3.14.1.6 Requirement:** The Proposer is required to provide an interface to the California All Incident Reporting System (CAIRS) that is acceptable to the State, and be able to comply with the State's requirements for submitting EMS data to NFIRS.

Elite is NFIRS and CAIRS compliant. ImageTrend is the NFIRS vendor for Cal-Fire today. The NFIRS and CAIRS rules are hardcoded into Elite. LAFD would have the ability to add, but not eliminate, NFIRS or CAIRS data standard requirements. ImageTrend tests all exports during the implementation process to make sure that the data is correct before going live with any solution. If changes are made to the NFIRS or CAIRS data requirement, ImageTrend would implement those changes accordingly in a timely manner to remain compliant.

**3.14.1.7 Requirement:** The Proposer is required to provide access to ePCR data, so that it can be used by the LAFD to create enterprise reports and dashboards, and perform data analytics using third-party tools, such as Microsoft's PowerBI.

Elite offers an external data mart. The data can be sent to a SQL database within the City's environment in near real-time. ImageTrend also provides a data dictionary that describes the fields and relationships within the external Data Mart. PowerBI can be run on the Data Mart for analytics and dashboards.

**3.14.1.8 Requirement:** The Proposer is required to provide an interface suitable for exchanging patient care information with receiving facilities. The Proposer is required to provide a means by which authorized users from receiving facilities can search, view and report on ePCR data that is associated with their facility.

Hospital Hub streamlines communication between EMS providers in the field and medical staff in the hospitals. Hospitals can prepare for incoming patients while EMS services receive outcome data. Hospital Hub can be set up to alert the hospital when EMS has entered a new patient that is being transported to their hospital. The alert will show a message on the screen in the hospital with a

snapshot of information from EMS, and can provide an audible alert. Hospital Hub can also be paired with ImageTrend Health Information Hub™ (HIH) to make easy and reliable data sharing between hospitals and an EMS agency possible.

Elite can be configured based on trigger events (such as record status, validation percentage, hospital destination, etc.) to send ePCR data to HIH, which transforms and delivers pre-hospital information into a hospital EMR acceptable format. This workflow works behind the scenes, delivering seamless data interoperability between healthcare organizations. Typical hospital integration scenarios consist of taking a NEMESIS XML file and converting it to an HL7 message type, which then is consumable by hospital EMR systems. The HL7 messages can contain both discrete data, as in a HL7 CCD file, or a PDF of the ePCR within a HL7 v2 MDM message. Hospital organizations and EMR vendors have different capabilities when receiving data from outside healthcare systems, so ImageTrend has built a solution that consists of a number of standard message types. For bi-directional data sharing from a hospital system for those patients that were delivered to that healthcare entity, ImageTrend accepts multiple HL7 messages back. This can be accomplished in a number of different ways. First is to look, or query for a patient's CCD (Continue of Care Document), or the hospital can trigger a HL7 A03 message when the patient is discharged from the hospital, or on a transfer trigger.

Going through a typical workflow scenario, when EMS hands off the patient at the hospital, a patient's MRN (and/or Encounter Number) is scanned into the ePCR record. The medic will post the ePCR to Elite web, Elite web will automatically look for the trigger rules, and if met, sends a NEMESIS file to HIH. HIH will receive the XML file, determine the hospital destination to send it to, transfer the data into the appropriate data file format and data transfer protocol, and send that ePCR information to the hospital EMR system. The hospital EMR system will receive that message, process it with looking at both the patient demographics and MRN/Encounter number, and automatically attaches the pre-hospital data to the patient medical record. Next, hospital personnel can access the pre-hospital information. Then, based on the triggers from the hospital, when either insurance information is entered for the patient, or the patient is discharged from the emergency department or hospital, a HL7 message is sent back to HIH, processed, and that data is integrated back into Elite and associated with that patient encounter. That hospital data is now available for crews, supervisors, and billing staff to view and report on. Additionally, ImageTrend has an auto-notification to crew members for specific patients they identify that they would like to follow-up on. This logic will automatically notify crew members that outcome data is available, which is identified through the Elite inbox. This takes that directly to the message where they can view a PDF of a side by side comparison of what they documented in the field as the patient's impressions, to what the hospital determined as final diagnosis. This uses the same configurable tools built into Elite, which allows you, as the system administrator, to define and configure what the PDF looks like. This gives the crew flexibility to be notified of those acute patients they are concerned about, instead of overloading with them notifications of every patient.

#### **3.14.1.9 Requirement: The Proposer is required to provide an interface or other supported integration to the BD Pyxis MedStation BD Pyxis 4000**

ImageTrend routinely works with various third-party vendors to enhance the customer experience through integration. ImageTrend is currently in conversations with BD Pyxis and has their design documentation. This integration would require a Statement of Work and development plan.

## 3.15 LEGACY DATA CONVERSION

**3.15.1 Requirement:** The Proposer is required to provide a mechanism for accessing and/or converting existing legacy data that contains vital historical information, and making that information available to ePCR users.

ImageTrend has successfully imported (and converted) historical data for many of our clients. For data that is stored/exported in a NEMESIS version 3 format (or similar), the data would be imported into the Elite site (and grouped by agency). For older data (similar to NEMESIS version 2 format), we typically import that data into a separate system/site. Permissions can still be applied to this data (per user), and it is reportable.

**3.15.2 Requirement:** The Proposer is also required to provide expert technical resources that can assist in the identification and analysis of existing information sources, and provide recommendations for its conversion and/or other means of access. The Proposer may also be required to provide the resources to implement the recommendation, depending on the solution.

All historical data imported by ImageTrend will allow you to: (1) apply user permissions to records (grouped by agency); (2) search for and view an individual ePCR (in a printable PDF format) and (3) report on data points.

# SECTION 4: PROFESSIONAL SERVICES



## 4.1 KEY PERSONNEL AND PROJECT TEAM

**4.1.1 Requirement:** the Proposer is required to provide a team of qualified professionals with the required skills necessary to deliver the entire solution.

### > Leadership Team Bios

#### Mike McBrady

President and Chief Executive Officer



**Education:** BFA, University of Minnesota

**Background:** Mike McBrady has been involved in the planning, architecture, and execution of software development for over twenty one years. He has successfully engineered projects for a variety of platforms that address issues from across the spectrum of business, both private and public. His unique blend of talent has enabled him to become a keynote speaker at events such as IBM's Global Supply Chain Management Conference and MAPICS International Convention.

"I'm inspired every day by the people I work with – our clients and ImageTrend community. It's rewarding to see patient outcomes improve due to our client's dedication to better data collection and analysis. The data can only tell the story with their commitment. We're honored to help tell that story."



#### Joe Graw

Chief Operating Officer

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

**Education:** MBA, Hamline University; BS, St. Cloud State University

**Background:** Over the past 16 years, ImageTrend has been philosophically influenced by Joe Graw's leadership. From engineering the product, to working with clients to realize their goals, to now leading the organization, Graw believes in the ImageTrend community. Graw also works with the nation's EMS and Fire communities; evidence-based research and creating standardized metrics for operational efficiencies are some of the many initiatives Graw feels passionate about.

Graw listens to our clients' ideas and works to provide opportunities for ImageTrend to impact their communities.



#### Collin McBrady

Vice President of Information Technology, CTO

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

**Education:** Bachelor of Science in Physics and Astrophysics, University of Minnesota

**Background:** Collin McBrady's strength of leadership in security and quality is shown in the products and services we offer and deliver. You might say it is in his blood. He is vigilant to his core when it comes to reliable and secure data services for ImageTrend and our clients.



**Michael Patock**

Vice President of Product Management

mpatock@imagetrend.com

**Education:** BS Computer Science, Minnesota State University, Mankato, MN

**Background:** Michael Patock’s 20 years of experience here at ImageTrend positions him well to be the leader in product management at the company. From triaging product development, to interfacing with multiple development teams, Patock provides insightful direction to ImageTrend’s solutions and where our products need to go next. Patock’s big picture thinking unites product focus with innovation resulting in the better use of data to benefit clients while strengthening our connected solutions.



**Dan Vanorny**

Vice President of Software Engineering

dvanorny@imagetrend.com

**Education:** BA (Cum Laude), Gustavus Adolphus College in Computer Science

**Certifications:** Microsoft Certified Solution Developer (MCSA), Microsoft Certified Application Developer (MCAD), Microsoft Certified Product Specialist (MCPS),

Microsoft Certified Network Product Specialist (MCNPS)

**Background:** Dan Vanorny has over two decades of experience in the software world building web-based applications. In addition to having an MCSA certification, Vanorny’s background includes a strong knowledge of Microsoft technologies (.NET, SQL, etc). As the Vice President of Software Engineering, he is currently leading and managing the Development and Quality Assurance Teams that are responsible for our line of pre-hospital data collection applications.

Vanorny’s excitement for innovation and cutting-edge technology is highlighted by his blend of energy and leadership. Always seeking to improve our solutions, he elicits input to continuously refine the user experience. Merging the vision and reality in developing the new platform of Elite shows Vanorny’s forward thinking and commitment to our clients.



**Toby Ritt**

Vice President of Sales

tritt@imagetrend.com

**Education:** BA, University of Minnesota; College of Liberal Arts

**Background:** Toby Ritt has been with ImageTrend for over twelve years and has led the sales organization as Vice President for the past two years. He has an extensive background in the sale of enterprise solutions and has worked on almost every product ImageTrend has ever produced. Ritt possesses a solid foundation for the intricacies of government funding, allocations and communication. As the customer’s advocate, Ritt pays particular attention to not only the product understanding, but also to the product value and the needs of each individual customer.

“In my 12 years at ImageTrend, I’ve worked with almost every solution we offer. Regardless of solution or industry, I have noticed that one thing our clients have in common is the desire to utilize data to make

knowledge-based decisions that will make the world a better place. I'm proud to work for a company that strives every day to make this possible."



**Janet Leean**

Vice President of Marketing

jleean@imagetrend.com

**Education:** BS, University of Wisconsin – Eau Claire; University of Saint Thomas - Business School

**Background:** Janet Leean has been with ImageTrend for 5 years leading the Marketing Team. Throughout her career, Leean has exclusively worked with technology companies to bring the customer perspective to light. Her focus is in sharing the customer perspective while supporting the ImageTrend brand to provide resources to those in search of solutions to their challenges. Her particular interest in sharing our client stories and insights helps to spread their wealth of knowledge with other customers and prospects, strengthening industry connections.

"It's important to me to be a part of a company that works closely with clients, serves the greater good, and to work with people that are passionate about what they do. I'm proud to say ImageTrend delivers."



**Dan Quam**

Legal Counsel

**Education:** B.A., University of Wisconsin – Madison; J.D., William Mitchell College of Law

**Background:** Dan Quam draws on years of in-house and private practice experience to counsel ImageTrend on all legal and regulatory matters. His ability to balance business and legal objectives, has helped ImageTrend and numerous other highly-regulated industry participants successfully navigate capricious legal landscapes and foster strategic growth. Quam is inspired by the power of data, and works diligently to assist clients in driving positive, compliant change and measureable results.

**4.1.2 Requirement:** The Proposer is required to provide a full-time professional Project Manager to be the LAFD's single point of contact for the duration of the project. The Project Manager must have full authority to administer the contract for the project on behalf of the Proposer.



**Anne Hulsether**

Client Services Manager

ahulsether@imagetrend.com

**Phone:** (952) 469-6175

**Education:** Psychology, University of Minnesota-Twin Cities, Minneapolis, MN

**Background:** Anne Hulsether worked for 10 years in hospitality as a Director of Catering and Food & Beverage Operations before coming to ImageTrend. Her strengths focus on project management, customer service, and communication. She started as an Application Support Specialist

with ImageTrend and has transitioned to implementations concentrating on Elite and the NEMSIS 3 initiative.

**Module Areas of ImageTrend Expertise:** EMS/Fire, ImageTrend Elite

**Projects:** Bedford County Dept. of Fire & Rescue, Lisbon-Mt Vernon EMS, Cross Timbers Ambulance Billing, City of Wray EMS



**Rahul Singh**

Project Specialist

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

**Education:** BS, UP Technical University, Greater Noida, India; MS, University of North Dakota, Grand Forks, ND; Project Management Professional (PMP-PMI), certification number 1744314

**Background:** Rahul Singh joined ImageTrend in 2009. Since being at the company, Singh has managed government-contracted projects on multiple systems throughout the entire implementation life cycle, including project initiation, stakeholder management, scheduling custom development, business analysis and consulting for optimal results. He has worked with clients to outline project scope, business, and technology requirements; set expectations and goals, due dates and acceptable deliverables, to ensure timely completion of projects; facilitate meetings with involved stakeholders and subject matter experts to determine requirements, discuss goals, and determine budgetary requirements; conduct scope validation, walkthroughs and, delivery of client submitted enhancement requests and defects; collaborate with technical architecture, release management, database administration and various cross-functional teams to ensure smooth delivery, also provide functional and technical consultation to business, QA and application support teams; create and develop user stories and delegate them to development teams. Manage multiple teams within different projects; development of pre-hospital care web based solution through Agile/scrum methodologies utilizing ColdFusion, MS-SQL, jQuery and Ajax.

In addition, Singh is recognized as a subject matter expert for reporting and analysis enterprise solution and API based integration with host application. He has expertise in implementing and building bi-directional or third party data integrations systems from scratch; delivering a wide range of functional enhancements and performance improvements to dozens of existing modules and reports within different applications making them flexible and scalable; mentored new developers on the team; identified, proposed and implemented process optimizations to maintain more transparency per version release; evaluated requirements and initial mock-ups; made technology recommendations that supported optimal build, maintenance and performance; collaborated with technical architecture, release management, database administration and various cross-functional teams to ensure smooth delivery, also provided functional and technical consultation to business, QA and application support teams.



**Samantha Garske**

Account Advisor

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

**Phone:** (952) 469-6134

**Education:** BS, Business Administration, Metropolitan State University, MN

**Background:** Samantha Garske has nearly 15 years of customer service experience with a focus on building and maintaining client relationships. She started as an Application Support Specialist with ImageTrend and has transitioned to Account Advisor concentrating on the continuous development of client sites and data collection. She enjoys working closely with clients and finding solutions to client obstacles and needs.

**Module Areas of ImageTrend Expertise:** EMS/Fire, ImageTrend Elite

**Projects:** San Diego, New Jersey, Coastal Valley, Riverside



**Robert Graham**

Account Advisor

rgraham@imagetrend.com

Phone: (952) 469-6487

**Education:** BA – Business Administration, Metropolitan University

**Background:** Robert Graham has over 10 years of client service experience. He has been with ImageTrend for almost two years now. Starting as an Application Support Specialist, moving to Support Lead and currently Account Advisor. As an Advisor, he is the first point of contact for clients, their advocate for software enhancements/changes, working with clients so the software fits their needs including workflow and general technical troubleshooting on any issue. This also includes assistance with data reporting and best methods of pulling desired data out of a client's system.

**Module Areas of ImageTrend Expertise:** EMS/Fire, ImageTrend Elite

**Projects:** AMGH, State of Alaska, State of Kentucky, State of Nebraska, State of Utah, State of Virginia, State of Wisconsin, Minnesota State Fire Marshall, Houston (TX), MedStar, Tempe (AZ), Benton and Whatcom Counties (WA).



**Gabe Shults**

Account Advisor

gshult@imagetrend.com

Phone: (952) 469-6158

**Education:** Bachelor's Degree in Arts from Wichita State University

**Background:** Gabe Shults spent the past 10 years as a paramedic working in multiple facets of EMS in the State of Kansas. He has worked on the streets, as well as in administration, and education in an effort to share his passion for helping the community around him. Shults joined ImageTrend in 2019 as an Implementation Coordinator and is now an Account Advisor, he is excited to use his experience to help clients get the most out of our products.

**Module Areas of ImageTrend Expertise:** EMS/Fire, ImageTrend Elite

**Projects:** Milwaukee (WI), Farmington (NM), Kettering (OH), Rancho Adobe (CA), Petaluma (CA)



**Liz Mettelle**

Applications Support Specialist II

emettelle@imagetrend.com

Phone: (888) 730-3255

**Education:** BA in Criminal Justice & Sociology; Iowa State University, Ames, IA

**Background:** Liz Mettelle worked for over 10 years in hospitality and customer service before diving into the software field. She has over six years of experience in a software support role. She has been with ImageTrend for a year and a half.



**Kristine Wimmer**

Client Services Specialist

Kwimmer@imagetrend.com

Phone: (888) 730-3255

**Education:** A.A.S in Business Marketing & Marketing Design; Dakota County Technical College, Rosemount, MN

**Background:** Kristine Wimmer has worked in the customer service and hospitality industry for over 10 years before moving into the software field. Wimmer started her career at ImageTrend in March of 2016 as an Application Support Specialist. She enjoys sharing her vast knowledge of ImageTrend products while building and maintaining client relationships. Most recently, she has transitioned into her new role as a Client Services Specialist working closely with the Support, Implementation and Education Teams.



**Brent Ashland**

Product Evangelist

bashland@imagetrend.com

Phone: (952) 469-1589

**Education:** BA, Gustavus Adolphus College; MSE, University of Wisconsin – Superior

**Background:** Brent Ashland spent 27 years in public education, including 20 years as a High School Principal, prior to joining ImageTrend in 2017. Drawing upon his vast experience in education, he specializes in creating customized webinars and on-site training for Elite clients.



**Rachael Renneisen**

Product Evangelist

rrenneisen@imagetrend.com

Phone: (952) 469-1589

**Education:** MBA, Kansas Wesleyan University; MHA, Grantham University; BA, Kansas Wesleyan University

**Background:** Rachael Renneisen worked for 5 years in higher education as an Assistant Professor teaching business courses in an online environment before coming to ImageTrend. Her strengths focus on education, adult learners, and effective communication. Renneisen is a more recent employee of ImageTrend and has been spending time working in the Support Team before she transitions to the Education Team.



**Eric Sawyer**  
Product Evangelist

esawyer@imagetrend.com

Phone: (952) 469-6215

**Education:** AS Degree Paramedicine South Central Technical College

**Background:** Eric Sawyer worked in EMS for 17 years; 13 of those years as a Paramedic and Dispatcher for Mayo Medical Transport out of Rochester, MN. He also worked on the Plainview Volunteer Ambulance for 16 years and implemented ImageTrend products after he became the Director in 2004. Sawyer started at ImageTrend in June 2007 as a Support/Training Specialist, and was promoted to a Support Manager in January 2010 and is now a Product Evangelist specializing in education and consultation for the product. Sawyer enjoys working with clients to assist them with their support and educational needs, and travels to educate and consult with clients on ImageTrend's EDS products.

**Projects:** Ventura County, Santa Barbara County, El Dorado County, San Diego County, Riverside County, Sac Metro Fire, Dallas Fire, Allina Transport, North Memorial Transport, Orange County (FL), Along with several state clients and DHS.



**Carrie O'Connell**  
Implementation Coordinator

coconnell@imagetrend.com

Phone: (952) 469-6168

**Education:** BS – History, Iowa State University, Ames, IA

**Background:** Carrie O'Connell joined ImageTrend as an Implementation Coordinator in February 2018. Previously, O'Connell worked for a class action settlement administrator. O'Connell has six years of project management experience, helping clients meet their goals within the project timelines.

**Projects - Elite:** Fort Lauderdale (FL), Northwest Central Dispatch (IL), Kalamazoo (MI), Grand Rapids (MI), Appleton (WI), Avondale (AZ), Goodyear (AZ).



**Andria Sommers**  
Implementation Coordinator

asommers@imagetrend.com

Phone: (952) 469-6165

**Education:** BA – International Relations, University of Minnesota, Minneapolis, MN

**Module Areas of ImageTrend Expertise:** EMS/Fire, ImageTrend Elite

**Background:** Andria Sommers joined the ImageTrend Implementation Team in January 2016. Sommers has over 19 years of experience in software implementation and project management including experience managing the development of software applications. Sommers leads implementations for states and large counties on ImageTrend Elite. Sommers enjoys collaborating with the client on their implementation and guiding the client and their project from inception to go live.

**Projects:** State of Tennessee, State of Nevada, State of New Hampshire, Marin County (CA), Grand Junction (CO), Unity Point Health EMS (IL), Virginia Beach (VA), Benton County (WA) and Suffolk County (NY).



**Alex Canfield**

Application Support Specialist II

acanfield@imagetrend.com

Phone: (952) 469-1589

**Background:** Alex has worked 10 years in customer service positions ranging from serving to management. He started working for ImageTrend in 2015 and was promoted to a Level II roughly a year and a half later. Right around the same time, he transitioned to the Escalation Team working closer with development and working in the SQL databases.

**Module Areas of ImageTrend Expertise:** ImageTrend Elite, EMS/Fire, Third Party Integrations, EKG

**Projects:** Houston Fire Department, Whatcom County Washington, State of Oregon, State of Minnesota.



**Colleen Pompa**

Project Specialist

cpompa@imagetrend.com

Phone: (952) 469-6163

**Education:** BS Computer Science, Minnesota State University, Mankato, MN

**Background:** Colleen Pompa has over 15 years of software development and systems analyst experience. Her former employment for these years was with Laura Baker Services Association and Thomson Reuters. She has been with ImageTrend for over 5 years working with the CAD Integrations Team as a Project Specialist and works with clients from project kick-off through go-live of the CAD Integration. Pompa enjoys working with clients, CAD vendors, and developers to successfully implement CAD integrations for ImageTrend products.

**4.1.3 Requirement: The Proposer is required to provide the LAFD with clear written expectations for the resource commitments that the Proposer expects the LAFD to provide during system implementation. The Proposer is required to provide the LAFD with a project staffing plan that describes the type of resource, minimum qualifications, and estimated time commitment needed for each LAFD resource that is expected during implementation.**

ImageTrend’s Client Services team will go on site to LAFD to best determine how to meet and exceed your expectations around resource commitments. Whether your team is made up of one, or ten people, ImageTrend’s implementation services are scalable, and are tailored to your unique requirements. The estimated time committed for LAFD’s implementation will be determined by LAFD upon contracting.

## 4.2 PROJECT MANAGEMENT

**Requirement:** The Proposer is required to use a project management methodology that has been proven to result in a successful implementation of the proposed solution. The proposed project management methodology must provide adequate project controls for managing scope, schedule, budget and quality. At a minimum, the project management methodology must address the following

- ✓ Project governance, including roles and responsibilities of project participants, including LAFD team members; decision making; and escalation process;
- ✓ Scope management, including requirements scope, traceability and compliance;
- ✓ Cost management and control;
- ✓ Schedule management, including project schedule updated at least monthly;
- ✓ Communications management, including project status reporting and stakeholder communications;
- ✓ Quality management;
- ✓ Risks and issues management, including reporting and updating of risks and issues at least weekly;
- ✓ Work plan and schedule; and
- ✓ System implementation plan, including methodology that describes key phases (e.g., design, validation, test, etc.).

### > Los Angeles Fire Department Implementation

ImageTrend is able to provide numerous approaches to implementation in order to achieve client success. We pride ourselves in our ability to tailor a unique implementation experience that continues well beyond go-live; we build upon the growing needs of LAFD as the organization matures within our software and their expectations of it. A tailored approach allows us to design an experience that not only meets the needs of the stakeholders during implementation but ensures appropriate ImageTrend resources are available for continuing education based on LAFD's needs. Upon award of contract, ImageTrend will provide an onsite assessment performed by a Client Success Team. The Client Success Team will consist of representatives from the Implementation, Education, Support and Account Advisor Teams, along with ImageTrend management to meet with organizational and departmental stakeholders to familiarize ourselves with your unique needs and expectations. This Team will then design an implementation/onboarding experience based on those needs, and any other special considerations. We have included examples and further documentation describing the options that can be included in this plan in future sections of our response.

### > ImageTrend Standard Implementation

The goal of ImageTrend's implementation plan is to install the primary agency site for the client and assist in system configuration and understanding to promote ease of use, workflow and data entry. The following is an example of our standard implementation plan is:

- ✓ An initial conference call with the system administrator and any other applicable participants to establish ongoing communication, as well as project roles, timelines and deliverables. The team will meet via webinar weekly for 12-16 education sessions.
- ✓ A workbook provided by ImageTrend for the client to complete for importing data into the system. This includes destinations, staff, vehicles and station information.
- ✓ Time with ImageTrend staff to configure system-level settings to ensure run forms are efficient use for the crew. ImageTrend will complete system walkthroughs and share best practices with the client. The walk-throughs help system administrators become technically competent within Elite. ImageTrend will also complete website management training, which expands on system administrator configuration, resource development and maintenance such as dataset definition, form management, and business rules and logic. These trainings promote self-sufficiency in maintaining the system and change management.

Implementation includes, but is not limited to:

- ✓ Administrative functions
  - Site management
  - Product settings
  - NEMSIS, state and LEMSA data reporting compliance
  - Data exchange
  - Incident forms
  - Validation
  - Report Writer – User defined reporting and canned reports
    - Administrative Reports
    - Data Aggregation
    - Quality Assurance/Quality Improvement
  - Access Control
  - Dataset Manager
- ✓ Service level functionality
  - Staff setup
  - Continuing Education
  - Training/Activities
  - Inventory/Maintenance
  - Checklist
  - Workflow (including CQI)
  - Incident Entry
  - Elite Field (if applicable)
  - Service Resources
    - Vehicle
    - Stations
    - Zone/District
- ✓ Other integrations
  - CAD integration (if applicable)
  - Billing integration (if applicable)
  - Hospital Hub (if applicable)
  - Data Mart (if applicable)

- ✓ Training plan (administrative, train the trainer)
  - Training is designed based on client needs as defined in the contract
- ✓ Testing and quality assurance will occur throughout the implementation process

## > Progress Checklist

ImageTrend utilizes an implementation schedule as seen below. The implementation schedule includes a progress checklist to provide an overview of milestones and assignment during implementation of Elite, Elite Field and associated modules. The checklist is a working, living document that is updated and shared in order to keep all parties informed of the rollout and any additional tasks that are required for completion. We work together at the onset of implementation to determine dates and additional tasks that may be necessary in the implementation process.

Week	Title	Owner
1	Elite EMS/CAD Kickoff	ImageTrend/Los Angeles
2	Site Build	ImageTrend
3	Provide/Complete/Return Import Workbooks	ImageTrend/Los Angeles
4	Provide/Complete/Return CAD Integration Workbook	ImageTrend/Los Angeles
5	Education Session 1 & Agency Build-out	ImageTrend/Los Angeles
6	Education Session 2 & Agency Build-out	ImageTrend/Los Angeles
7	Education Session 3 & Agency Build-out	ImageTrend/Los Angeles
8	Suggested Onsite Administrative Training (3 days)	ImageTrend/Los Angeles
9	Education Session 4 & Agency Build-out	ImageTrend/Los Angeles
10	Education Session 5 & Agency Build-out	ImageTrend/Los Angeles
11	Education Session 6 & Agency Build-out	ImageTrend/Los Angeles
12	Education Session 7 & Agency Build-out	ImageTrend/Los Angeles
13	Education Session 8 & Agency Build-out	ImageTrend/Los Angeles
14	Education Session 9 & Agency Build-out	ImageTrend/Los Angeles
15	Education Session 10 & Agency Build-out	ImageTrend/Los Angeles
16	Suggested Train the Trainer Training (3 days)	ImageTrend/Los Angeles
17	Education Session 11 & Agency Build-out	ImageTrend/Los Angeles
18	Education Session 12 & Agency Build-out	ImageTrend/Los Angeles
19	Education Session 13 & Agency Build-out	ImageTrend/Los Angeles
20	Education Session 14 & Agency Build-out	ImageTrend/Los Angeles
21	Education Session 15 & Agency Build-out	ImageTrend/Los Angeles
22	Suggested Onsite Administrative Training (3 days)	ImageTrend/Los Angeles
23	Education Session 16 & Agency Build-out	ImageTrend/Los Angeles
24	Go Live Week	ImageTrend/Los Angeles
25	Post Go Live Check-in 1	ImageTrend/Los Angeles
26	Post Go Live Check-in 2	ImageTrend/Los Angeles
27	Post Go Live Check-in 3	ImageTrend/Los Angeles
28	Suggested Onsite Audit/Post Go Live (2 days)	ImageTrend/Los Angeles

## › Communication and Coordination

The overall success of the project requires our organizations to have a close working relationship. The project as detailed has various status checkpoints and scheduled meetings to ensure project performance.

The project begins with a kickoff meeting to establish project roles, provides your project team with an introduction to the key components of ImageTrend solutions, and to introduce best practices into all phases of the project. High-level planning is required to help establish system requirements and estimates of resource requirements and task durations. This can be achieved through the use of ImageTrend's implementation schedule and other project management tools. The following guidelines are base responsibilities for all project team members:

- ✓ Be a vital part of the project team that will carry the project through to completion
- ✓ Provide a single point of coordination to facilitate effective communication and escalation
- ✓ Ensure project deadlines are met and deliverables are provided as discussed

## › Implementation Coordinators

ImageTrend's Implementation Coordinators are well versed in the need for an efficient and timely implementation. Our agile development environment is "hands-on"; utilizing project management tools (Kayako/Support Suite, Basecamp) for tracking, documentation and status reports in a supporting role.

## › LAFD Roles

ImageTrend recommends LAFD assign a full-time project manager, or similar staff member, during the initial phase of the project. This person should participate in all meetings and help in the coordination of requirements gathering, stakeholder input coordination, ongoing project status reviews, acceptance testing and training logistics coordination.

## › Quality Assurance

A quality plan is established at the onset of the project and followed through the entire development lifecycle and into implementation. This plan includes the quality goals for the project, including schedule variance, effort variance and post defect density. For off-site customer support services, these goals also include turnaround time, first time right solution, process compliance and effective communication.

## › Risk Management

A risk management plan has been established based upon the National Institute of Standards and Technology "Risk Management Guide for Information Technology Systems". In this plan, the Software Development Life Cycle (SDLC) is separated into four sections for risk identification. These risks are then classified as high, medium or low. Further risk management evaluation can be included in the final project plan after contract, if desired.

Since this response involves a solution hosted at ImageTrend's secure data center, the risks are minimized and readily identifiable, which is not the case in a project requiring full development services. The following risks have been identified:

- ✓ **Availability of required stakeholders/resources.** With several stakeholders involved in both of our organizations, coordinating calendars and schedules to achieve objectives may be a challenge. It is important to identify known or potential team member departures and to be mindful of the possibility of changes. Holidays and scheduled time off may impact the availability of team members.
- ✓ **Business process reengineering.** As the implementation of the products occurs, the operational and technical entities will find efficiencies with the manner in which to operate the new system. These efficiencies may require changes in rule, local policies, or opinions about the efficacy of the reengineering.
- ✓ **Technical integrations.** Several of the deliverable tasks involve integrations or conversion of data from other existing systems. Each of these systems has data schemas, user interfaces and other nuances that are particular to their use. Identifying the necessary information and the means and directions by which to transmit this data requires collaboration and cooperation of several stakeholders.
- ✓ **Data security** must be clearly understood in its implications and who or what has the responsibility of compliance. The hierarchical permissions generation provided in Elite provides the environment for controlling the access necessary to provide data protection.
- ✓ **Workflow definitions** present a risk in that the process must be clearly understood to ensure proper configuration and streamlining for efficiency. ImageTrend works closely with your project manager to ensure comprehensive understanding and a successful implementation. This is a low risk, since the necessary changes to the elements and/or configuration need to be merely identified and executed.
- ✓ **Cost** is identified as a low risk, since a fixed price contract with exact specifications for performance along with a product based solution, which is easily tested, provides a structure for exact cost estimates for funding.
- ✓ **Product performance** is a manageable risk through detailed specifications and selection of a product based solution, which can be demonstrated prior to selection and also prototyped for the exact application, increasing solution confidence significantly. Additionally, a system designed for scalability and hosting in a high volume data center will provide the necessary reliability.
- ✓ **Server failure** is a confinable risk with data backup procedures and system redundancies. A staging server is used for application updates and changes, so that they are tested prior to installation on the production server. ImageTrend's hosting environment also includes a backup server in a geographically stable environment.
- ✓ **Improper system access,** a high risk occurrence, is managed through an effective security plan, which details and offers effective enforcement options.
- ✓ **System updates** are a potential risk to system usage, but are containable as they are tested in a staged environment that is a complete copy of the production environment. Additionally, ImageTrend notifies you in advance of all scheduled updates.
- ✓ **Disk drive failure** is covered as a function of a server failure with appropriate backup and redundant servers and SAN storage units, but additionally the procedures dictate that the drive is physically destructed in order to ensure data privacy.

## > Issue Tracking

You are able to route software issues through your Implementation Coordinator(s) during implementation. LAFD's project manager can submit a software issue via email to our ticketing system. Our ticketing system will create a support ticket from the email and the first available and most appropriate ImageTrend representatives will be notified of the ticket and can determine the best course of action.

It is the expectation that LAFD's project management team assists with the escalation and tracking of all reported software issues via Support Desk while the implementation is active.

## > Ongoing Support/Support Desk

As detailed further below in our proposal response in Section 4.9, ImageTrend's Support Team is available Monday through Friday from 7:30 am to 6:00 pm CT via Support Desk, email or telephone.

The availability of the Support Team excludes nationally recognized holidays in the United States. Non-emergency support requests made after business hours are addressed the next business day.

Support tickets are entered into ImageTrend's Support Desk where our Team will review the item, route accordingly, and contact you with the resolution. An automated response to the support ticket will be received upon submission to include an assigned support ticket number, for tracking purposes.

When inquiring about the status of a task, log in to Support Desk where ticket statuses are available, contact Support directly referencing the ticket number and a representative may be able to provide more detailed information on the status or contact your project manager(s).

For items requiring more involved development, it is placed in our TFS (Microsoft Team Foundation Server), where it is reviewed and determined as a defect, product enhancement, or out of scope. Those items that are determined as a defect or product enhancement will be placed in an internal 'sprint' process. Internal scheduling meetings occur weekly to determine which items will be in the sprint and their priority. Sprints are pushed out to clients accordingly in our standard updates. You are alerted prior to the update and provided with release notes.

## 4.3 DETAILED STATEMENT OF WORK

**Requirement:** The Proposer is required to provide a detailed statement of work that is acceptable to the LAFD as part of the final evaluation period and prior to contract award.

### > Statement of Work Creation Process

ImageTrend frequently creates Statements of Work (SOWs) for our customers to define custom software development, consulting, training, and implementation work that needs to be performed in support of our customers' business needs. The process to create a SOW varies somewhat depending on the customer's needs, but they follow a pattern of requirements gathering, deliverable definition, and then cost and schedule estimations. The creation of a custom software development SOW is the most complex, and thus below is an example of this. SOW creation for other types of work would follow a subset of this process.

### > Custom Software Development SOW

The creation of a custom software development SOW starts with understanding your system and workflows. There are two parts to understanding the needs; one is understanding the business need - the why behind the request. The second part is understanding where the current functionality falls short of satisfying the why. This is the most critical step in the process as both sides need to agree on what the expectations are for fulfilling the business need.

When we understand how to satisfy the business need, then we document what the solution will be. This may involve developing draft screen layouts and logic flowcharts. As part of this documentation we may create draft "user stories", a standard method of communicating the requirements in the agile software development methodology. The user stories provide the details of what is expected of the code that will be developed. Included with the user stories, we may also, in conjunction with the customer, develop test cases that will be used to verify that the code was written correctly.

Once the requirements are fully understood, we then look to our Development Teams to provide an estimate on how long the work will take to complete. This estimate includes time to fully detail out the user stories, screen designs, and testing requirements. It also includes the estimated time to write the code, test the code and ultimately deploy the code to the system. In parallel to the actual coding of the solution, we also create documentation and train our Support Team as appropriate.

Then, the code is tested and deployed, we provide training to the customer as necessary and work with you to confirm that the solution fulfills the business needs.

## 4.4 SYSTEM SOFTWARE CHANGE CONTROL AND MANAGEMENT

**4.4.1 Requirement:** The Proposer is required to provide a change management and control process to address the need for changes that may be required to the proposed solution during system implementation.

ImageTrend follows an agile software development methodology. As part of this process, we recognize that requirements for change evolve as both the Development Team, and the business stakeholders, learn of the effects of the change, and develop approaches to fulfill the business requirements in the most efficient manner.

As with any software development, the start of the change process is to understand the high level requirements that the stakeholders are looking to fulfill. This high level view provides guidance as to the next steps; if the requirements are straightforward and understandable, the Development Team may move forward with little else. An example of this could be to change the help verbiage on a page. While this is a change, it can be quickly understood and should have little impact on the overall system.

Based on the high level requirements, changes that are more impactful will require more detailed requirements. Obtaining the detailed requirements involves a series of discussions with stakeholders, subject matter experts - from both LAFD and ImageTrend - and developers to identify areas of concern and to identify the complexity of each requirement. Stakeholders may be an individual customer, or it may be a number of users experiencing a problem represented by the ImageTrend Support Team.

Through identification of the complexity of each requirement, the Team can make decisions as to the return on the development investment. A complex, non-critical requirement that will take several weeks to develop, but will only save a few minutes a month in improved efficiencies and may be less important than a requirement that can be developed in a day but saves hundreds of hours on user time over a month.

Once the requirements are understood, the Development Team will put together technical specifications as to what it will take to implement the change. This involves understanding what components of the software will be affected by the change, and where risk areas of the development will be.

After the requirements are agreed upon, and the Development Team has created the technical specifications, the Development Team will estimate the development effort. This development estimate is used to both inform stakeholders and to schedule the work into a development "sprint" (a 2-3 week development cycle).

In parallel with the Development Team creating the specifications, the Quality Assurance Team will create the test cases for the proposed change. This process provides another view of the change and the impact that it could have on the system. In some instances, we will look to the customer to provide guidance as to how they expect to use the modified software, and what usages are driving them to request the change. If the change is being driven by a defect in the software, the Quality

Assurance Team will review support tickets, and work with Support to understand the circumstances that drove the support tickets.

Identified changes are prioritized into the development sprints based on a number of factors such as severity of a defect, the impact to users, the risk of the change and required regulatory changes. This prioritization is done through a process known as sprint planning.

Once the development begins, the expectation is that the Development Team will use a blend of the requirements, specifications and test cases to guide them in the development effort. During the development sprint, the Team holds daily “stand-ups” (brief meetings) to discuss progress, issues and potential areas of risk with the current development. A member of the Team is a “product owner” whose role is to provide a conduit between the business stakeholders and the Development Team. The product owner will help to guide the Team through questions and details that need clarity.

When development is completed, the changes are tested based on the test cases created in relation to the changes. This testing may involve unit testing, integration testing, system testing, performance testing, regression testing, etc. The testing team uses a blend of automated and manual testing processes to help ensure that the change both fulfills the requirements, and does not adversely affect the system.

Once a change is deemed complete and tested, we release the software in a planned manner to allow for further testing in “live” sites. This will initially involve releases to our demo environment and to customers who are experiencing a critical need to have the change implemented.

Your role in this process is to help guide us in understanding the need for the change and identify as many test scenarios as possible. This feedback helps to ensure that the end result is satisfactory.

#### **4.4.2 Requirement: The Proposer is required to provide a change control process to ensure that changes are fully tested, documented and accepted before they are implemented into a production environment.**

ImageTrend’s Quality Assurance Team is responsible for testing applications before they are released to production. The Team works closely with Development to identify expected test cases, fringe cases and potential side effects of code changes.

## **RELEASE PROCESS OVERVIEW**

Every version for ImageTrend software follows a deployment process. The deployment process includes code changes, database updates and any configuration modifications:

1. Perform pre-release testing (see Manual Testing Workflow Overview and Automated Testing Workflow Overview sections, below).
2. Update a testing site, which resides in ImageTrend’s production hosting environment.
  - a. Run a final series of automated and manual regression tests.
  - b. If any blocking issues are found during final testing, evaluate postponing the release.
3. When no blocking issues are found, schedule the update. Each update will be released to clients in multiple rounds, with each round on a different day.

## MANUAL TESTING WORKFLOW OVERVIEW

The following workflow is followed each time an update or fix will be released:

- ✓ At the beginning of each release, the QA Team reviews each item in the release and discusses testing strategies. The Team assigns an estimate for how long each item will take to test and assigns a tester for each item.
- ✓ The tester walks through the test cases for each item on an Alpha environment.
  - Any “side effect” or other functionality affected by the item is considered and also tested.
  - Any issues are documented and sent back to the developers if further work is needed.
- ✓ Once all items for the release are tested, QA begins testing the regressions suite for the product.
  - The regression suite consists of all major functionality deemed critical to the product.
  - The regression suite is always tested before release, even if there are no tasks related to those features. This ensures that vital features are working as expected before release.

## AUTOMATED TESTING WORKFLOW OVERVIEW

Automated testing frequently helps to catch issues very early in the development lifecycle.

1. The Team identifies items to test through automated tests. (Common examples include saving and loading data, performance or moving data between two integrated applications.)
2. The QA Team creates automated tests by providing browsers with specific inputs and the expected results, allowing the browser to navigate the application without human intervention.
3. Schedule tests to run nightly on both alpha and production sites.
  - a. Results are reviewed daily. Any issues found are documented and sent back to the developers if further work is needed.

## 4.5 DOCUMENTATION

**4.5.1 Requirement:** The Proposer is required to provide all system administration and management documentation that is sufficient to properly operate and maintain the system.

ImageTrend offers ImageTrend Help / University in all of its products to provide administrators an in-depth tool for learning and using Elite. Content in Help / University is documented in the way in which clients use the software and access information. Help / University includes individual articles, guides, webinars and videos to get you started, trained on new features and to teach you skills. New features and updates are released on a monthly schedule in Elite and with corresponding documentation in Help / University. Email notifications and the Help / University landing page inform users of new releases. Additionally, quarterly summaries make it easier to digest all the new features in the past quarter. All documentation is written and maintained by an in-house Technical Writing Team.

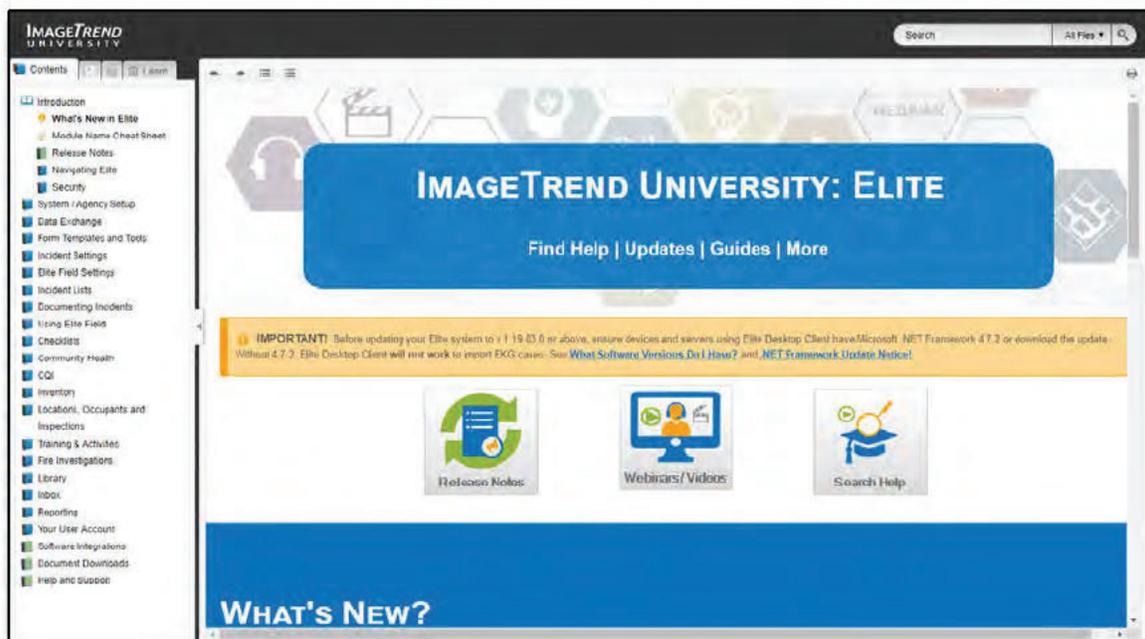


Figure 5: The Help / University landing page.

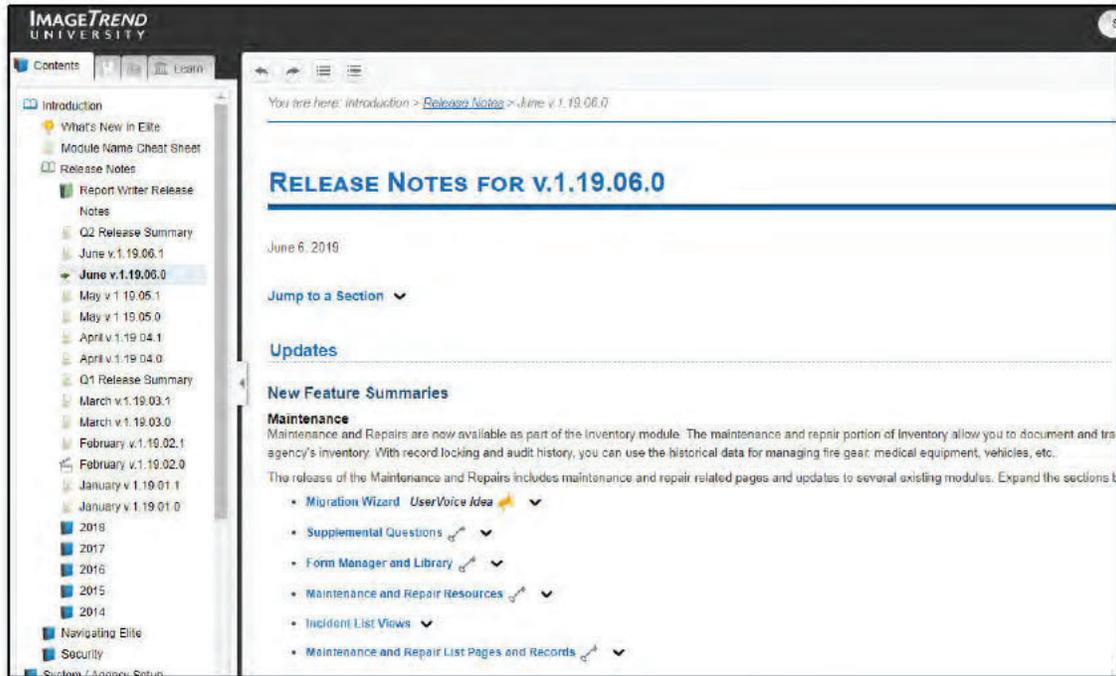


Figure 6: Release Notes for early June 2019.

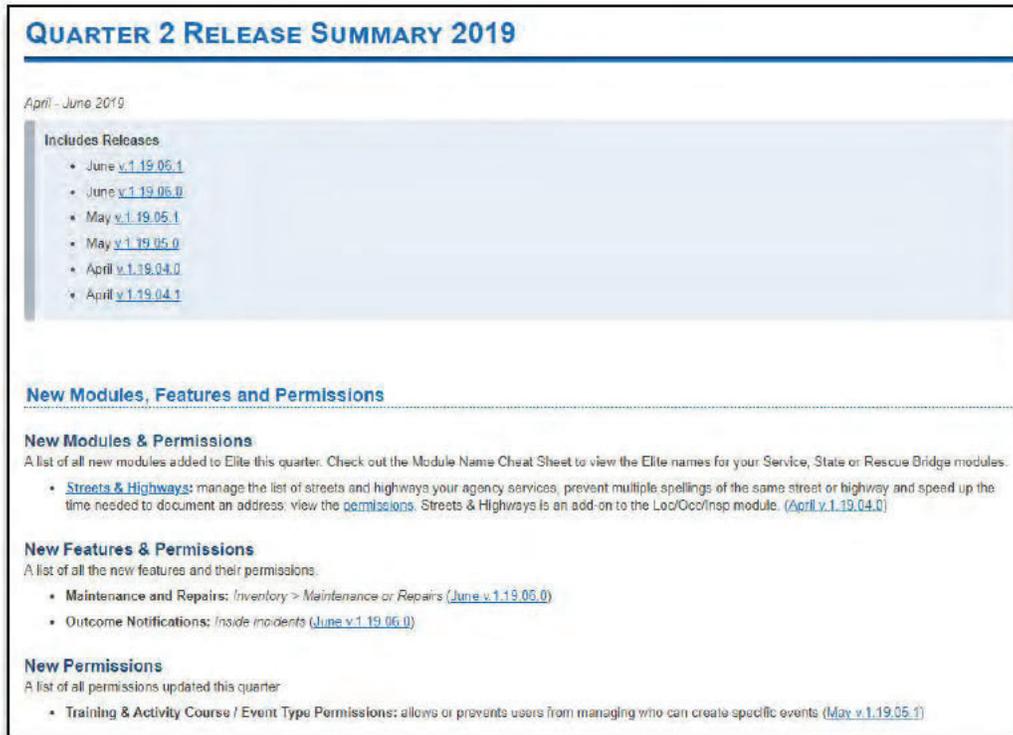


Figure 7: The summary of released features for Quarter 2 of 2019.

**4.5.2 Requirement:** The Proposer is required to provide data management documentation that is sufficient to properly maintain system data elements, and develop required interfaces and integrations to other systems.

Data elements and values are managed in Elite’s Dataset Manager where documentation instructs users on working with data elements, labels, values, mapping and more. Help / University also includes integration documentation for various ImageTrend and third party vendors, such as CAD, billing, scheduling, HHH and Resource Bridge. All documentation is written and maintained by an in-house Technical Writing Team.

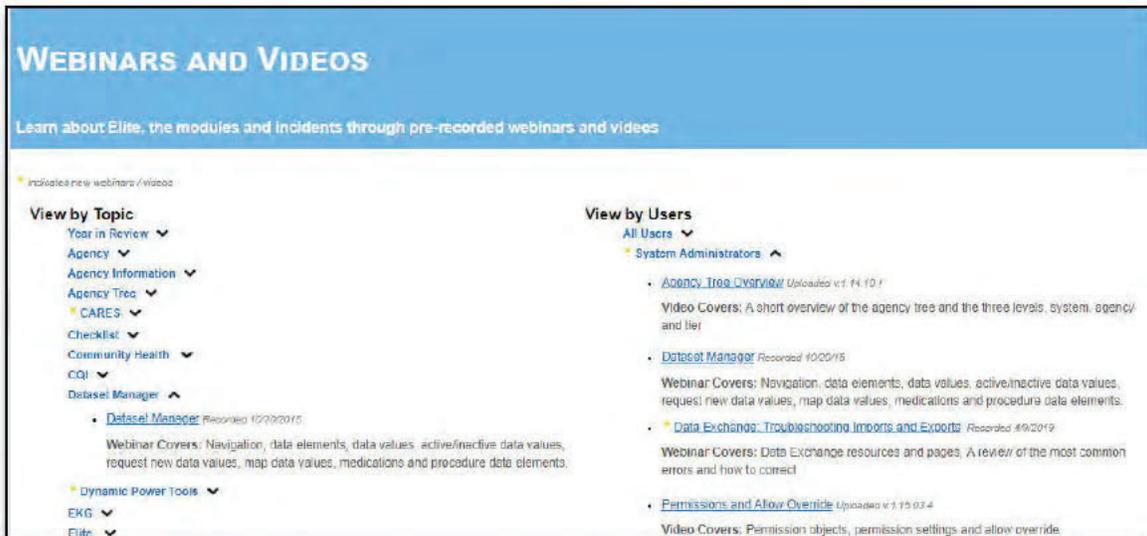


Figure 8: The webinars and videos for Elite and Dataset Manager.

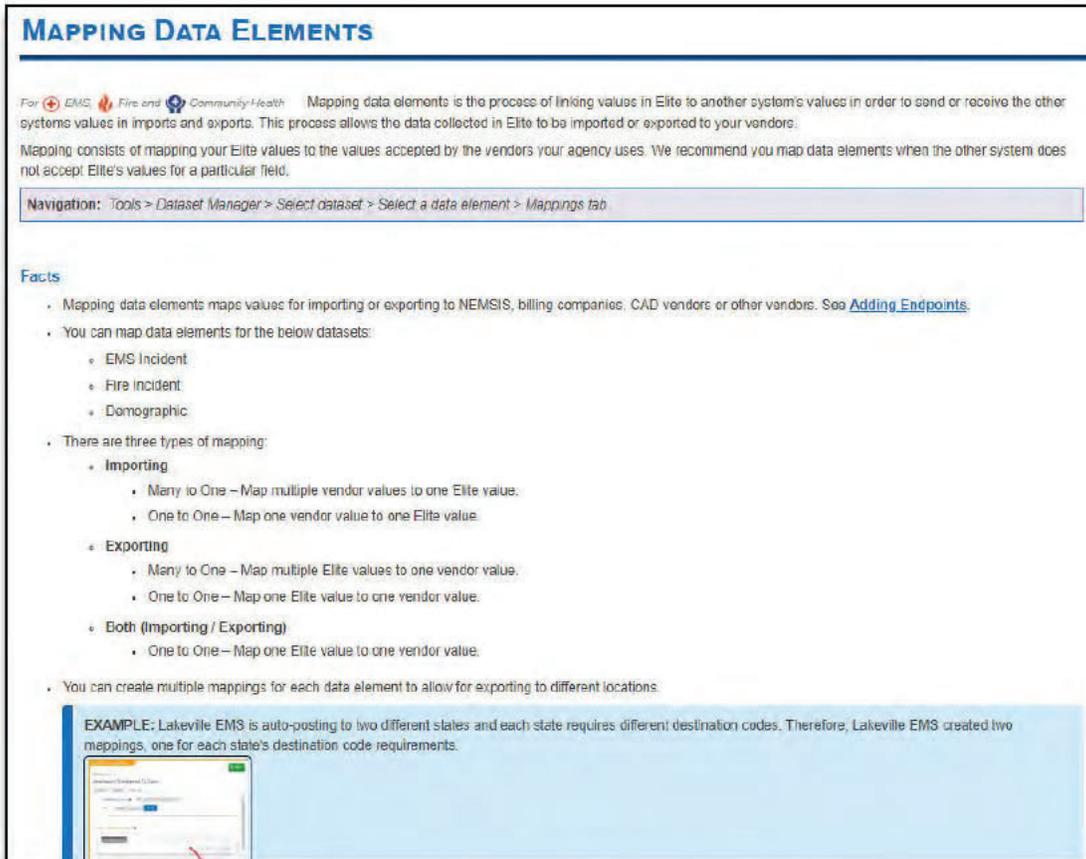


Figure 9: An article for mapping data elements

**4.5.3 Requirement: The Proposer is required to provide end-user system documentation that is sufficient to properly describe system functions to an end user.**

Elite is documented for all users, including end-users. Documentation specifically for end-users in Help / University includes individual articles, guides and videos for end-users to get trained and up-to-speed quickly. Topics include documenting incidents, navigation, messages, replying to and revising for CQI, and more. All users, based on permissions have access to Help / University. All documentation is written and maintained by our Technical Writing Team.

## DOCUMENTING EMS AND COMMUNITY HEALTH INCIDENTS

---

Below is a quick overview of how to document EMS and Community Health incidents.

The EMS and Community Health incident form, whether online or offline, works the same way. There are a few small differences and visual elements to help you determine if you are online or offline. To view the difference, see [Compare Elite and Elite Field Incidents](#)

Facts ▾

---

### How to Document EMS and Community Health Incidents

**NOTE:** The images below are for an EMS incident. However, this information pertains to all incidents, EMS and Community Health

**Step 1: Locate the Field**

Navigate or search for a field using Find Field search box or the sections and panels along the left side of the form.

Navigate ▾  
Search ▾

**Step 2: Enter the Information**

Some fields, such as vitals and medications, may appear in your power tools and in a panel. You might find it easier and more efficient to document those fields in the Dynamic Power Tool or Situation Tool. Information entered into power tool automatically appears in the corresponding fields on the form upon clicking **OK** on the power tool.

Below are some examples of how to enter information into an incident. Please note, in the sections below, the fields displayed in each image may not be the fields displayed on your incident form.

Patient Medications ▾  
Patient Allergies ▾  
Patient Complaint ▾  
Vitals ▾  
Procedures Prior to Arrival ▾  
Signatures ▾

Figure 10: An example of an article for end users to learn how to document incidents.

## INCIDENT FACTS & HINTS FOR PROVIDERS AND PERSONNEL

---

The facts on this page focus on documenting EMS, fire and Community Health Incidents.

Attachments / Addendums ▾

Device 📶 🔄 ▾

Power Tools ▾

Outcome Data 📶 🔄 ▾

Repeat Patients 📶 🔄 ⬆️

- Inside the Timeline is the Patient Encounter Timeline (PET) where you can view past patient information, such as vitals and EKG readings. Use the View drop down to view different patient information




- (HHH Repeat Patients Only) The information you enter takes precedence over the imported HHH patient information. This means **imported information may be overwritten** in favor of the information you manually enter after starting the HHH repeat patient import.

Signatures 📶 🔄 ▾

Figure 11: An example of helpful hints for end users.

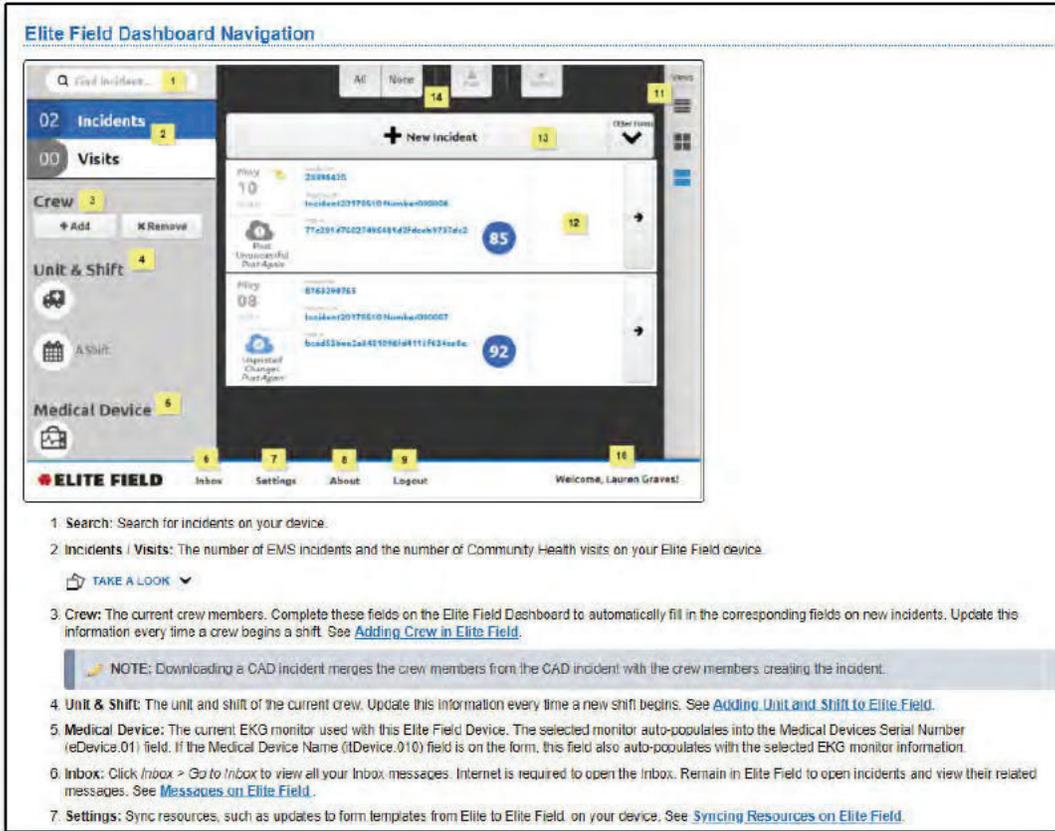


Figure 12: An example of a navigation article.

## 4.6 TRAINING

**4.6.1 Requirement:** The Proposer is required to train LAFD staff on all aspects of the system use and operation using experienced professional trainers and a proven training approach and curriculum.

**4.6.2 Requirement:** The Proposer is required to co-develop a training plan that utilizes LAFD staff to provide most of the training to end-users.

**4.6.3 Requirement:** The Proposer is required to provide training tools and/or system capabilities that reduce the need for formal classroom training and enhance the novice user experience and general user adoption. These may include, but are not limited to, in-system tutorials or user guides, online training, and manuals.

**4.6.4 Requirement:** The Proposer is required to provide a training plan that accounts for user refresher training and/or retraining that may be required due to anytime that may lapse between a user's initial training and the actual use of the system in production.

**4.6.5 Requirement:** The Proposer is required to provide a training plan that accounts for on-site, end-user support during cut-over or transition to a new functionality, which may occur at different times, depending on different operational areas.

**4.6.6 Requirement:** The Proposer is required to provide a training system that allows users to simulate live operations for all system functionality without interruption or degradation of the live/production system.

ImageTrend offers training courses for each product offering, as well as customized training for clients with specific learning needs. Our programs are designed to help site administrators and field personnel make the most of the system. The ImageTrend training curriculum will be reviewed with you and customized to ensure that all courses are designed to address LAFD's specific needs. Our response incorporates the "train-the-trainer" approach by ImageTrend personnel for cost savings; we can, however, deliver comprehensive training for all personnel. "Train-the-trainer" sessions will train a designated person(s) in all aspects of system administration and usage and provides the basic materials for the training plan for all field personnel.

ImageTrend is experienced in conducting training for clients requiring a large number of personnel to be trained and can work with you to establish a training plan to best meet your needs. Below is an example of a training plan used in recent implementations.

## > Sample Training Plan

### ***Administrative Review***

*Half day (3 - 4 hours)*

This phase requires the client to prepare in advance of the session by completing workbooks and pre-training activities provided by ImageTrend. It is most effective when the client has a clear understanding of their internal processes.

### ***Train-the-Trainer and/or End User Training***

*3 hours per class*

This can be done over X number of days to train each shift or all crews. The schedule is established with the client to best meet shift needs.

### ***Administrative Training***

- ✓ Training and Activities (setup and user training): 2 hours
- ✓ QA/QI module (setup and training): 4 hours + 2 hours for end users
- ✓ Checklist: 1 hour
- ✓ High Level Overview of Report Writer (if desired prior to go-live): 1 hour
- ✓ Report Writer (post go-live): 2 hour webinar training

A walkthrough with the implementation team and use of the educational user guides are training tools for Agency, Staff, Destinations and other imported resources.

A typical 3-day training schedule is detailed below. Classes can be scheduled to meet when specific staff are available.

#### ***Day 1***

0800-1200 Admin Review

1300-1600 End User Training Class

#### ***Day 2***

0800-1100 End User Training

1100-1200 Checklist

1300-1500 CQI

1500-1700 Training/Activities

#### ***Day 3***

0800-1200 End User Training

1200-1400 Report Writer Training

The remaining training time can be used for webinar training after go-live. As a helpful tip, Report Writer training is typically more valuable after the system is in use.

## > Administrative Training



Administrative training focuses on system administration and all features associated with maintaining the application, including the knowledge to provide level 1 support and training to field personnel. Additional training will focus on data collection as well as reporting and data analysis. This training session can easily accommodate 10 – 15 people and can be accomplished within an 8-hour session. It is recommended that this training be accomplished in groups, since the interactive questions and assistance improves the learning process and establishes communication links for ongoing system usage. ImageTrend will hold this training at the location specified by you.

### *Free Training for Service Administrators*

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

## > Train-the-Trainer Field User Training

Field training will educate users on the use of Elite Field to document patient care. The typical field training session takes about 4 – 8 hours and can be performed by anyone that has attended a “train-the-trainer” administrative session. The training program is reviewed and revised as necessary to incorporate the service’s specific requirements. ImageTrend is available for training or training guidance.



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

## > Ongoing Training

Ongoing training sessions can be held regularly for new personnel and as a review for existing personnel if desired and contracted. These sessions are conducted by the trainer onsite or via webinar.

## > Documentation

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

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

### *ImageTrend University*



ImageTrend University provides a library of resources to all clients with support agreements, including educational videos, manuals, quick guides and help documents for all ImageTrend products. The resources have been very useful as both refresher and initial education materials.



Figure 13. Examples of ImageTrend University.

## 4.7 SYSTEM USE AND LICENSING

**4.7.1 Requirement:** The Proposer is required to provide a licensing model that is predictable, understandable and easy to manage as user adoption increases over time.

ImageTrend offers a variety of licensing models to fit the needs of our clients. In this RFP, ImageTrend is offering our solutions as a SaaS (software as a service) model based on the incident count provided by LAFD. This model is intended for LAFD to be able to include an unlimited amount of users on their ePCR platform and ancillary solutions provided in this bid. The bid has incorporated SaaS pricing models for a number of modules with the cost being based on LAFD's total incident volume. As the number of incidents rises over time, ImageTrend has a tier based system to allow for incremental increases or decreases based upon your increased or decreased use of the platform.

**4.7.2 Requirement:** The Proposer is required to provide a licensing model that allows for incremental use and growth in the number of users and system capabilities over time.

ImageTrend is offering the LAFD a SaaS licensing model based on the expected number of annual incidents. This model includes usage of the platform for an unlimited number of users based on the LAFD's needs and mission. As annual incident volume may increase or decrease over time, ImageTrend addresses the topic of increased or decreased volumes with you at the onset of each budget cycle to assure that initial estimates are still valid and work with you to adjust the license model in accordance with your budgetary considerations.

## 4.8 WARRANTY

**Requirement:** The Proposer is required to fully warrant all provided software, hardware, and professional services for no less than twelve (12) months following the LAFD's Final System Acceptance. The Warranty period must include, but is not limited to, all required system hardware and application software support, software updates and bug fixes, enhancements, and all required professional services. The Proposer's warranty must conform to all agreed upon specifications, and protect against any defects or damage caused by the Proposer and/or its hardware, software or services, subcontractors or providers.

For a period of twelve (12) months following the LAFD's Final System Acceptance, ImageTrend warrants that all provided software, hardware (if applicable), and professional services will conform with ImageTrend's published RFP response representations. During the warranty period, ImageTrend will correct any defects or deficiencies caused by ImageTrend within twenty (20) days from receipt of written notification, at no cost to LAFD. ImageTrend shall have no warranty obligations with respect to any unauthorized non-ImageTrend amendment or changes to the software, which shall be subject to ImageTrend's sole discretion.

## 4.9 SUPPORT AND ONGOING MAINTENANCE

**4.9.1 Requirement:** The Proposer is required to provide a support model that provides the required level of support for a mission-critical system. At a minimum, the support agreement must include clear severity levels; guaranteed response times for each severity level; clear contact and escalation procedures; reporting requirements and procedures; and the role of the LAFD help desk.

### > ImageTrend Support

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

- ✓ Application hosting and support
- ✓ Application development/enhancement
- ✓ Database administration/support
- ✓ Project management
- ✓ Systems engineering/architecture

### > Product Support

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

ImageTrend's Support Team is available Monday through Friday from 7:30 am to 6:00 pm CT via Support Desk, email, or telephone. Additionally, product support is available 24 hours a day, seven days a week, 365 days a year, through our electronic Support Desk. Users can log a support issue and self-triage their issue's severity. Critical issues will automatically notify the Support Team as well as the Executive Leadership Team via text message and email, 24/7.

ImageTrend offers an online support system, Support Desk, which incorporates around-the-clock incident reporting of all submitted tickets to ImageTrend's Support Team. Once a client submits a support ticket, he or she can easily track its progress with a secure login and stay updated on the ticket status. Ticket tracking and logs further enhance the efforts of support personnel by aiding identification of patterns that can be utilized for improvements in production, documentation, education and frequently asked questions to populate ImageTrend University.



Support Desk: <https://support.imagetrend.com/supportdesk/index.php?>  
Email: [support@imagetrend.com](mailto:support@imagetrend.com)  
Toll Free: 1-888-730-3255  
Phone: (952) 469-1589

Enter your ticket details below. If you are reporting a problem, please remember to provide as much information that is relevant to the issue as possible.

**General Information**

Priority: Low

**Ticket Specific Information EDS**

Products: Elite  
Validation  
(REQUIRED FIELD) Which EDS Product and Area is this regarding?  
Service Name: Imagetrend EMS  
The name of the Service/Agency you are working with  
State: MN  
The State of the site you are accessing  
Site URL: https://www.imagetrendelite.com/Elite/Org  
The URL of the site you are accessing  
Version: Report Writer/Field Bridge/MFI: 16.11.1.2  
If applicable, enter the software version number  
Web Browser: Chrome  
Computer Operating System: Windows 10

**Message Details**

Subject: Elite: Need Assistance with Validation Rule 105

I am currently trying to build Validation Rule 105 requiring two sets of vitals when there was a patient transported but I can't get it to work. Can you please assist?

Figure 14. Example of Ticket Specific Information when creating a ticket through Kayako Support Suite Ticketing System:

## > ImageTrend University

As mentioned in Section 4.6, ImageTrend University provides a library of resources including educational videos, manuals and help documents for all of our ImageTrend products. The system promotes swift resolution by offering keyword-based self-help services and articles in ImageTrend University, should clients wish to bypass traditional support services.

## > ImageTrend Connect Annual User Conference

ImageTrend hosts an annual users conference in Minnesota where emergency personnel from across the country gather to share ideas and processes, examine key issues, celebrate successes and discuss challenges. Attendees are able to learn from those who know the industry and ImageTrend best - your peers and the ImageTrend team. Clients come from worldwide to connect with and learn from each

other, which is rated annually as one of the top reasons to attend ImageTrend Connect. Product developers and the Implementation and Support Teams are on-hand all three days of the conference.

As a staple in the ImageTrend community since 2009, ImageTrend Connect has quickly grown to be one of the leading conferences in the country focused on how to use electronic data collection, interoperability and reports to improve patient care.



## > Recurring Conference Calls and Webinars

ImageTrend hosts conference calls and webinars on a bi-monthly basis for services. Also offered are monthly education webinars about ImageTrend solutions. During the meeting, ImageTrend shares information on product updates or enhancements, industry happenings and requests feedback. Suggestions for future discussion topics and networking among participants are also encouraged. Additionally, free educational webinars are offered monthly.

## > ImageTrend Forum

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

## > UserVoice

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

## > Severity Level Definitions

ImageTrend Support Expected Response Times:

Severity Level	Examples of Severity	Notification of Acknowledgement by ImageTrend	Action Expectation: Update and anticipated error resolution plan after notification of acknowledgement by ImageTrend
Site Down / Critical	<ul style="list-style-type: none"> <li>- Complete shutdown or partial shutdown of one or more critical software functions.</li> <li>- Access to one or more Software functions not available.</li> <li>- Major subset of software application impacted.</li> </ul>	Within one (1) hour of initial notification via email or ticketing system.	Six (6) hours
CAD Down / High	<ul style="list-style-type: none"> <li>- Minor subsystem failure.</li> <li>- Data entry or access impaired on a limited basis – usually can be delegated to local client contact as a first level or response for resolution – usually user error (i.e. training).</li> </ul>	Within four (4) hours of initial notification during business hours via phone, email, or ticketing system.	Twenty-four (24) business hours
Medium / Low	<ul style="list-style-type: none"> <li>- System operational with minor issues; suggested enhancements as mutually agreed upon.</li> </ul>	Within twenty-four (24) hours of initial notification during business hours.	Future Release

**4.9.2 Requirement:** The Proposer is required to provide as part of their support model full time access during normal business hours to a product manager and/or expert who has a very detailed understanding of the product and can provide the LAFD with advice and support regarding configuration and use of the system and its features.

ImageTrend Support is designed to be the initial point of contact for any and all LAFD support related needs regardless of the type or severity. One simple point of contact for all requests, takes the pressure off the LAFD organization to contact the appropriate person or group of people. LAFD has the comfort in knowing that submitting a ticket to support is appropriate for any ongoing or future needs. Our highly trained Support Team acts as the nexus for all communication coming into ImageTrend and are proficient in routing or assigning LAFD requests appropriately. At any point a support ticket can be routed to any department for resolution or to any member of management, product development or Executive Leadership should the organization's request warrant an escalated response. In addition to the ImageTrend Support Team, LAFD will be assigned an ImageTrend Account Advisor that will work closely with the organization. The Account Advisor is assigned to LAFD during implementation, and will remain with them throughout the life cycle of our relationship.

**4.9.3 Requirement:** The Proposer is required to provide a support model that includes a mechanism for planning for and controlling costs related to necessary future system enhancements, upgrades or changes that may be required due to changing operational conditions.

ImageTrend applications are designed with the user in mind all the way from the LAFD System Administrators down to end users. The LAFD System Administrators will have the ability to design, configure and implement most needed changes without the assistance of ImageTrend unless requested. Should the need for changes to the system require input or action by ImageTrend, LAFD will only need to submit a ticket to ImageTrend Support to receive assistance from the appropriate ImageTrend representative regardless of department.

# SECTION 5: OPTIONAL APPENDICES



## List of Attachments

1. Elite Product Description; supplements Sections 2, 3 and 7
2. LAFD Guiding Principles Supplement
3. Disaster Recovery Plan; supplements Sections 2, 3 and 7

# PRODUCT DESCRIPTION

## IMAGETREND ELITE EMS

Elite is a centralized, web-based system that offers pre-hospital emergency data collection, analysis and reporting in one enterprise solution. It supports the identification of evolving problems or successes in emergency health care while simultaneously providing secure access of that information to authorized personnel from anywhere, at any time. The information can be used to set priorities, make plans and ultimately assure safe and effective delivery of EMS to the public.

### > Elite EMS Key Features

- ✓ A centralized, dynamic data warehouse with a scalable, open architecture for ever-changing and growing requirements
- ✓ Full NEMSIS v3 compliancy (for both “Collect Data” and “Send and Receive”); NFIRS also available
- ✓ Secure multi-tiered access to ensure and respect data privacy to HIPAA and other standards
- ✓ Agency administration from an enterprise level, allowing consistency within data entry and reporting
- ✓ Web-based online patient incident forms for data entry by all EMS providers
- ✓ Audit Validation to track and record access and changes to all ePCR records
- ✓ A robust internal messaging system to allow for easy and quick QA/QI processes
- ✓ The Report Writer which offers over 160 pre-created reports and easy to use ad hoc reporting with advanced query capabilities
- ✓ A Data Exchange module that can interface with many different formats (including NEMSIS v3, EKG, CAD, Billing, Telestaff, and others)
- ✓ Optional modules:
  - Health Information Hub™ (HIH) for connected healthcare data with hospitals for outcomes data in the ePCR, HIEs for patient lookup and other endpoints for patient-centric care
  - Web-based Hospital Hub™ for pre-arrival alerting to E.D. and secure, online viewing of incoming patients at the receiving facility
  - ImageTrend Continuum® for information delivered how and when you want it without building reports
  - Elite Field for field reporting, EKG wizard, and offline data entry capabilities
  - License Management for managing end-to-end licensing and records processing
  - Visual Informatics for advanced reporting with data mining techniques
  - Mapping and Reporting System (MARS) to allow plotting data on geographical maps and data analysis

## > Elite EMS System Architecture

The overall architectural design of the Elite is comprised of a scalable database structure that supports full functionality with ease of expansion as requirements grow and change.

The Elite data repository is based upon the NEMSIS v3 uniform data set (NFIRS also available). In addition to collecting all aspects of NEMSIS v3 (including NOT values, Pertinent Negative values, ICD-10 codes, RxNorm values, GNIS addresses, and SnoMed codes), Elite is also capable of collecting custom elements.

## > Data Repository

The data repository is Microsoft SQL based and designed to support the expanding and dynamic requirements of the EMS community. These requirements include, but are not limited to, system-wide quality improvements identified through tracking of trends and procedures, benchmarking of specific indicators for compliance and public health issues, and a non-redundant data flow and sharing between concerned agencies from the local to the agency to the national level. The NEMSIS v3 data set populates the database hosted at ImageTrend's secure facilities or at the client's hosting facilities. All fields of the data set are available for reporting and exchanging with other agencies and applications.

## > Data Entry

Electronic data entry, whether via the Web or with the field clients supports ease of collection and ensures non-redundant entries, while being workflow oriented. The data can originate from CAD, Transfers, and medical devices, as well as quick-pick entries in the field (as it happens). This data collection constitutes the incident level and can be posted to the data repository. From here the data is available for querying, comparing, reporting or sharing.

## > Security

The multi-tiered security module incorporated into this application meets HIPAA guidelines and has been reviewed by HIPAA officers of various organizations with a positive outcome. The reporting and auditing functions of the application's procedures allow for complete safeguarding and immediate notifications of any attempted breaches. This provides for data access only through assigned permissions and ensures that only those intended see their data and can access it for reporting.

## > Scalability

ImageTrend systems are designed with open, scalable architectures and modular functionality. Modules can be added at any time, and if functionality is desired that does not exist, it can be designed as a module. All system additions are designed and tested on development servers to ensure desired functionality and full functional interfacing with existing functionality. This also provides the client with the ability to review and perform final acceptance prior to going live. The scalability lets the systems grow as needs, budgets and hardware capabilities allow, delivering continual progression.

Another consideration of scalability is the user and data volumes. ImageTrend systems are designed for high volume and traffic user bases, and there are many examples of each of these types of systems in use today.

This solution provides:

- ✓ Limited information access to the ambulance volunteer or paramedic in the field to their personal data and the ambulance incidents they perform.
- ✓ The ambulance agency manager has access to all of the data on all of the incidents that are handled by his or her agency.
- ✓ The city administrator has access to all of the incidents for his or her city.
- ✓ ImageTrend's familiarity with all sizes of EMS reporting systems is reflected in our diverse list of clients, ranging from agencies with fewer than 200 incidents per year to states with millions of incidents per year.

## > Compliance with National EMS Database

ImageTrend is NEMSIS compliant – in both Collect Data and Send & Receive – and based upon the most current version of the NEMSIS data set, which is version 3. ImageTrend is committed to supporting the national data set. We understand the importance of a national data set and its positive impact on convenient data exchange and the potential role that EMS data plays in improving health care.

## > Agency Administration

The agency administrator will have the ability to manage their agency through a series of setup screens and functions. Items such as Data Validation, Closed Call Rules, Dataset manipulation, and Form Builder are centrally administered which offers consistent, easy-to-use incident forms.

Agencies can set up their agency information, including contact information and customized resource lists. The custom defined resource lists allow an agency administrator to set up lists including:

- ✓ Facilities/Destinations
- ✓ Agency Locations
- ✓ Leave of Absence Reasons
- ✓ Vehicles
- ✓ Call Signs
- ✓ Zones & Districts

The user directory allows the agency administrators to set up crew members that will have access to the system or that will be available in the list boxes in the incident form allowing quick selections. This includes entering the certification numbers to expedite the data entry process.

## > Validation

The Validation rules are set up by the agency administrator and are administered to the agencies and Elite Field users. The built-in data validation includes scoring to ensure data quality. Each field can have its own value towards the validity score. Items that require further information are highlighted in red and

the user is prompted at the middle-bottom of the form about the current validity score and the missing items that require attention. The validation runs “real-time” so that each time the user changes a value, the score is re-calculated and any appropriate fields are colored “red” to indicate they need to be filled out correctly. When a user clicks on the validation arrow it will automatically navigate the user to the specific field in question in order to complete or satisfy the validation error.

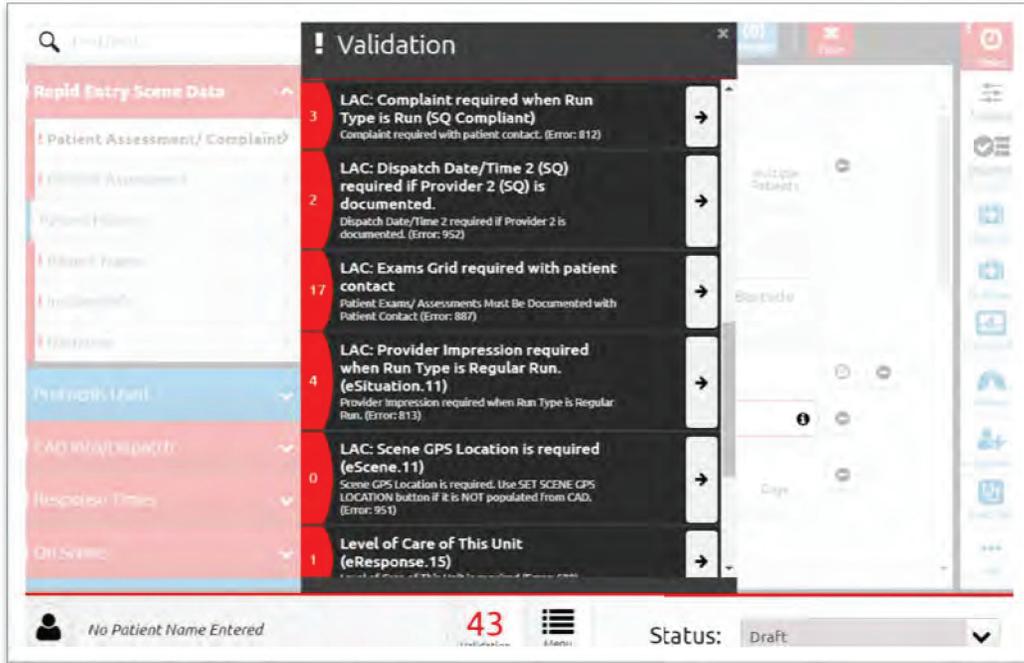


Figure 15. Above are some specific LA DHS compliant validation rules with quick links to make corrections on the form.

## > Closed Call Rules

System Administrators have the ability to create closed call requirements per individual validation rule. This will restrict providers from posting an incident from the Elite Field to the central Elite system until the provider satisfies those rule(s).

## > Dynamic Power Tools

Dynamic Power Tools allow users to group any grid from Medications, Procedures, Vitals, EKG and Assessments to provide documentation for common situations. These dynamic power tools can be named/labeled whatever the administrator would like. The layout of the fields is also completely customizable.

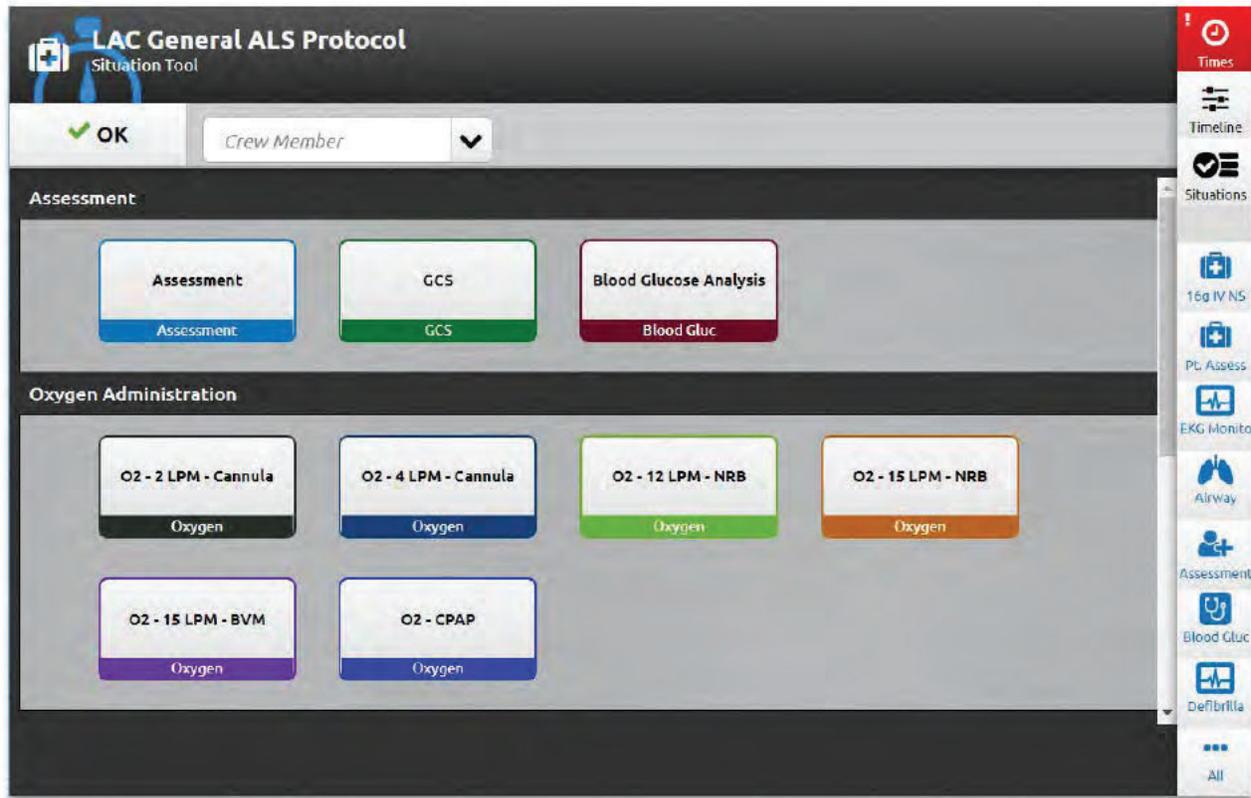


Figure 16. A specific example of a LA County general ALS protocol built using Elite’s Dynamic Power Tool, a rapid patient activity documentation tool.

## > Form Manager

The Form Manager is used to configure the incident form’s layout. The Form Manager allows the incident forms to be configured to the exact needs and specifications of the individual agency. Sections, panels or fields can be moved, added or deleted, creating an incident form to meet the needs of each agency for data reporting. Other configurations include the ability to change labels, designate labels as read-only, inactivate fields, and group fields within a section. There are several other configurations to allow for quicker and easier data entry. Multiple incident templates can be created for different situations - for example, a form for cardiac arrest calls and another for cancelled calls. In addition, default values can be added into most of the fields. Default values are based on template type -- so a Cancelled call may have different defaults than a Scheduled Transport.

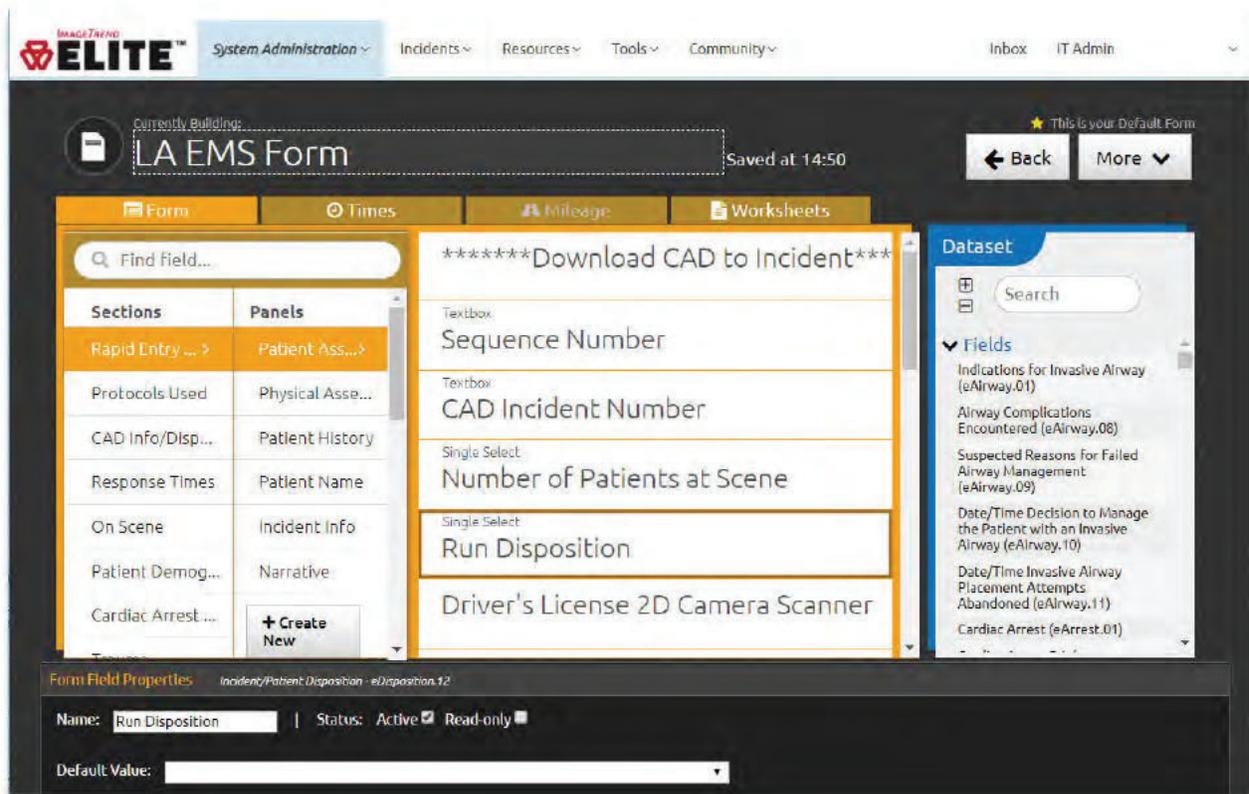


Figure 17. The incident Form Manager allows the administrator to configure sections, panels and field locations on a form or worksheet.

## > User Management

The Users section of each agency allows an agency or system administrator to track and enter many details about the agency and its staff, including:

- ✓ User Listing with Permissions
- ✓ Individual Staff Profile
- ✓ Add Staff
- ✓ Certification Management
- ✓ Employment Details (personnel ID, start date, title, etc.)
- ✓ Immunization Records

## > Incident List

The EMS incident list allows the user to search for incidents by incident number, response number, date, time, validity score, and a variety of other fields. The quick access buttons to view audit history, create or view incident related messages, add or view attachments or addendums, and the ability to print or generate the PDF of an incident in a single click are available for each incident row. System and individual level views are customizable and can be tailored to meet operational, clinical and billing needs of LAFD.

EMS Incident List

Starts With Search All Columns Go

View: Medications and Procedures by Edit View All Refresh: Never Refresh

Unit Notified by Dispatch Date/Time: Between 07/05/2019 to 08/07/2019 Patient Disposition: Equal All Patient Last Name: Starts With Go Reset Filters

+ New Bulk Actions Select All Records (88) Results Per Page 25 1 - 25 of 88

Order By: Patient Disposition Descending

Validity	Incident Number	Patient Disposition	Unit Notified by Dispatch Date/Time	Complaint Reported by Dispatch	Primary Impression	Medication Given	
84	77694	Treated / Transported	8/4/2019 17:47:38	Traffic/Transportation Incident/Crash	Constipation	Adenosine	
84	776533	Treated / Transported	8/4/2019 06:46:55	Diabetic Problem	Injury of nose	Epinephrine	
84	776532	Treated / Transported	8/4/2019 06:47:32	Back Pain (Non-Traumatic)	Hypertension	Naloxone	
84	776501	Treated / Transported	8/4/2019 01:17:41	No Other Appropriate Choice	Respiratory disorder, unspecified	Epinephrine	
84	776670	Treated / Transported	8/3/2019 19:46:14	Drowning/Diving/SCUBA Accident	Injury of face	Dopamine	
84	775835	Treated / Transported	8/3/2019 14:16:50	Cardiac Arrest/Death	Uterine or vaginal bleeding, abnormal	Epinephrine	
84	775608	Treated / Transported	8/3/2019 08:49:58	Back Pain (Non-Traumatic)	Meningitis	Atropine	

Figure 18. A view of a dynamic Incident List.

## > Elite EMS Data Entry

As a web-based application, data is entered via an online form that can be accessed from any internet connection at any time. This form replicates a paper patient care report (PCR) with all fields for data collection. Many features for simplifying data entry are standard including:

- ✓ Quick-pick lists
- ✓ Default Values
- ✓ Dynamic Power Tools™
- ✓ Situation Tools™
- ✓ Billing Information
- ✓ EKG Integration
- ✓ Validation Rules
- ✓ Electronic Signatures
- ✓ Repeat Patients
- ✓ Response Times

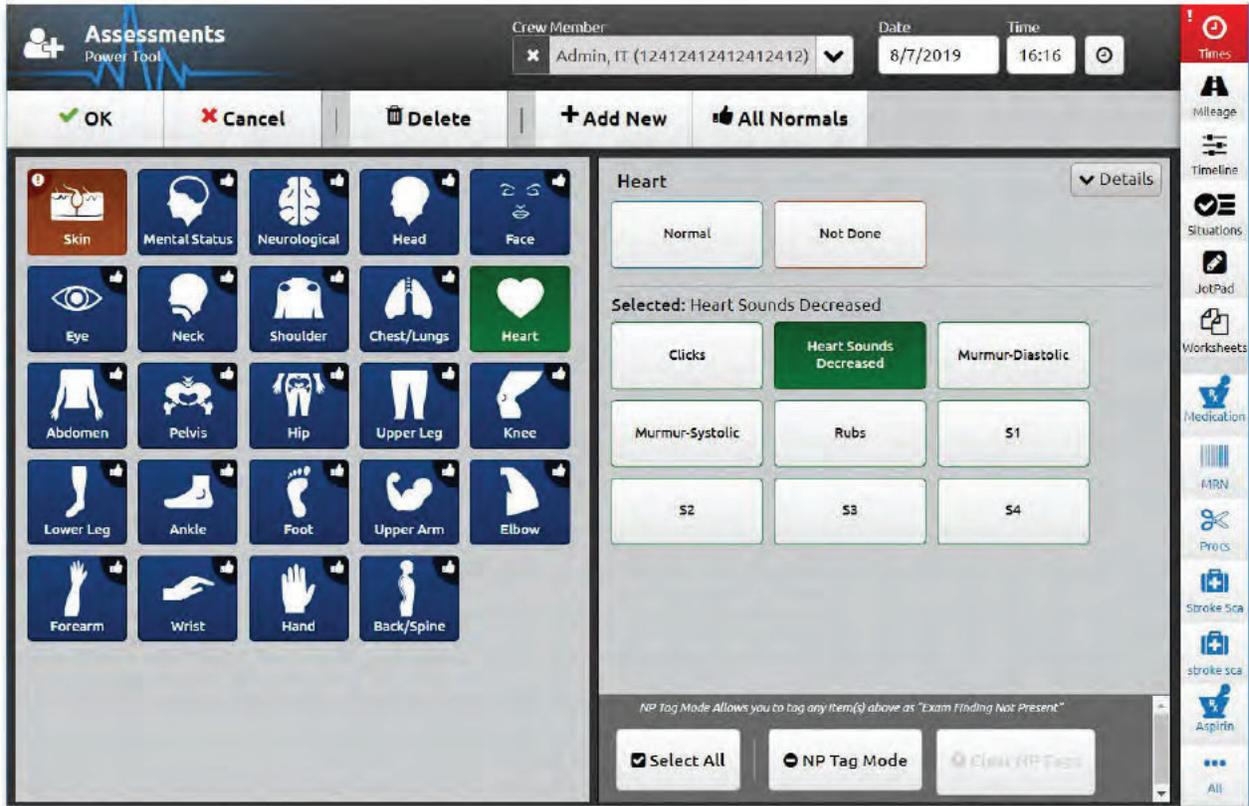


Figure 19. The Assessments Power Tool.

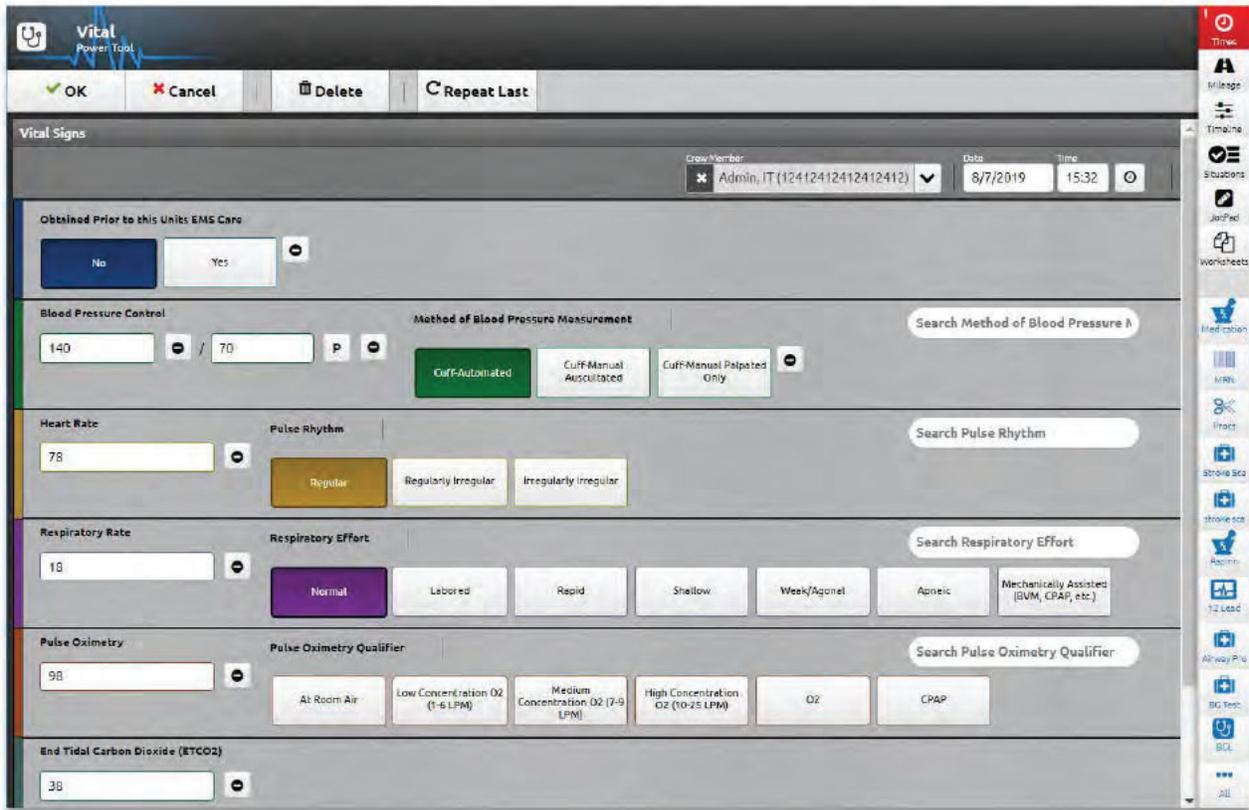


Figure 20. Configurable Power Tool for rapid patient assessment data entry.

## > Audit Validation

There are several levels of auditing within Elite. The auditing feature not only tracks and records every access and change to an ePCR field, it ties into the Data Validation engine which audits each data field to assigned business rules and produces a validation score of completion. All data transfers include validation algorithms to ensure successful data transfer. Additionally our hosting infrastructure includes several automated monitoring and auditing features to ensure security and quality assurance.

The Elite EMS system also tracks each time a user access an ePCR, prints an ePCR report, or changes a data value within an incident.

## > Quality Management and Inbox

The QA mechanisms in Elite go beyond validity, and allow agencies and Medical Directors to track, review and comment on all incidents within their agency. To start, the system contains numerous standard QA reports that allow agencies to review and quickly determine the quality of incident being entered by their emergency technicians. Additionally, each incident can be assigned a status. This list is dynamic, and can be added to or modified at any time. This may include statuses for: In Progress, Completed, Submitted for Review, Needs Review, Reviewed/Sign Off, Billed, etc. Users and billing companies can search and report on status of all incidents.

If an incident is determined to need follow-ups with emergency personnel, the medical director or other agency administrators can record a note with a link to the incident. They can identify to which specific individuals to send the note. Users are automatically notified upon entering the system that they have unread notes. These correspondences are tracked within the system with no limits on the number of notes attached to the incident, for ease of review by the administrator or the Medical Director. Users with unread notes can reply to these just like email.

All internal notes/messages can be accessed by clicking the “Inbox” after the user is logged into Elite. From within Inbox, you can see your unread messages, read messages, sent messages, and messages flagged with a color-coded category. The user can delete messages, reply to an existing message, or create a new message.

Incidents can be locked from editing to maintain the integrity of incidents that have been submitted or billed. Administrators have the ability to lock or unlock incidents at any time. This can also be set on a schedule. For example, auto-lock incidents upon posting from Elite Field.

## > Report Writer

Report Writer allows users to dynamically create, display, and store pre-created as well as ad hoc reports. With over 160 pre-created reports and the ability to create ad hoc reports as needed, the Report Writer offers expanded reporting and data analysis capabilities. Reports can be scheduled on regular intervals and supports distribution via email to a pre-determined list of recipients.

## > Data Conversion and Integrations

ImageTrend’s goal in any solution is to streamline data flow and maximize data usage. The NEMESIS XML version 3 standard data exchange methodology has been successfully implemented in numerous solutions and with many different vendors. To accomplish this we have a team that thoroughly investigates the existing data and requirements and develops a plan of integration for ongoing data communications between systems or a data conversion plan for those instances when a singular import of existing data into the new database is required. In either of these instances, the file import method, file data type, and accurate mapping are the keys to success.

These interfaces will be fully reviewed for implementation requirements, after which a detailed implementation and acceptance will be presented. Even in the case of standard interfaces, ImageTrend reserves the right to fully review all requirements, as it has been our experience that even standard products from vendors often have variances that may not be thoroughly documented.

Every client has a unique set of interfaces that define their system and configuration; therefore, not all interfaces may be available for their specific versions. Even if we do not have a specific integration available, as integration experts we fully understand the issues involved and will prepare a detailed plan for successful implementation within reasonable timelines.

## > Cardiac Monitor Integration

ImageTrend currently integrates with ZOLL, Physio, and Philips cardiac EKG monitors and AEDs. The data types that ImageTrend Elite Field currently captures are based on what the manufacturer exports. These include: 12-Lead Analysis, Defibrillation, ETCO2, Heart rate, Invasive blood pressure, Noninvasive blood pressure, Respiratory rate, and SPO2. Each entry is imported and saved as a new entry within the Vitals/Treatments section of the Elite EMS incident, which also appears on the printed report. In addition, the original manufacturer file is dynamically saved as an attachment in the specific incident. This allows the end-user to be able to view six-second waveform strips, as well as related waveforms for each vitals record at any time in the future. This data – when collected within Elite Field – can also be posted up to the Elite EMS data repository.

## > CAD Integration

- ✓ Dispatches are usually text files that contain full or partial incident information
- ✓ ImageTrend has successfully built an import method for most of the existing CAD vendors
- ✓ CAD data is imported into an ImageTrend database, where it resides and can be downloaded into an Elite incident
- ✓ CAD/Incident reconciliation reports come standard with this integration
- ✓ All CAD data that has been imported into the Elite system is viewable from within the Incidents app menu item

## > Billing

ImageTrend's software fully supports integration with all billing systems that are ready to accept NEMSIS v3 data. In addition, ImageTrend offers the capability to send data to secure FTP locations.

## > NFIRS Integrations

ImageTrend's systems provide an NFIRS file export of available data for systems to use as a data import. If integration services are required, these are available at time and materials rates and will be offered as a change order scope of work after full discovery as described above.

# GUIDING PRINCIPLES

IN THE WORDS OF OUR COMMUNITY, IMAGETREND IS IN ACCORDANCE WITH LAFD'S GUIDING PRINCIPLES

## SUCCESS IS DEFINED BY USER ACCEPTANCE

"I work with all of the hospitals, fire departments and EMS agencies in the county on a daily basis, and continually hear how easy it is at the hospital to access run reports, update records for billing and make the process smoother for physicians. I have only had a positive experience working with ImageTrend."

– Barbara, EMS QI Coordinator | Sarasota County Fire Department

## CRITICAL CAPABILITIES

"It's been really refreshing to change from a previous vendor to something that is innovative, to something that actually works, they take your feedback, they're willing to make it better. I mean that, that's awesome. Then the fact that you can access it on any device. The fact that you can automate the reports, the fact that you can customize it. That's why you go with this product. It works. ImageTrend is the standard. ImageTrend is the gold standard in reporting for EMS agencies, and for fire based agencies."

– Kevin Spirlong, Battalion Chief | City of Surprise Fire-Medical, Arizona

## CHANGE IS WELCOME

"It is a very intuitive program. It is very easy to use. We can design the product to mimic the way a provider starts a call to the way they end a call. We can add worksheets for those unusual situations. The fact that there is so much flexibility and the configuration of it, is what makes it my favorite. I can easily adapt the program. Ninety percent of the time, all of that is invisible to the user. The box is red, they make it blue. They can zip right through it."

– Joseph Corley, EMS Brigade Chief | Virginia Beach EMS

## SMALL IS BETTER

"ImageTrend has developed a very efficient process that allows for monthly releases of Elite. This allows us to push out updates and enhancements with short turn-around times, while maintaining a high level of quality."

– Dan Vanorny, Vice President of Software Engineering, Development | ImageTrend

## TEAMS WORK

*When referencing the annual Connect Conference:* "I like to network, it is fun to see the people that I've met over the last couple of years and talk about ideas. There is a million different ways to do things so it's always interesting to hear how other people accomplish the same things. I love seeing the ImageTrend staff too. The community is really great. I don't have other software vendors that are like this. It's a fun environment to be around. ImageTrend is a great partner to work with and is in our backyard so it's always fun to be onsite."

– Nikki Anderson, Application Administrator | North Memorial Ambulance

## ONE-SYSTEM-OF-RECORD

"ImageTrend is a one-stop shop for a busy fire department. With ImageTrend, we can manage ePCRs, NFIRS, staffing, apparatus and equipment tracking with a single login."

– Matt Birch, Firefighter/Paramedic | West Jordan Fire Department

# DISASTER RECOVERY PLAN

ImageTrend requests the attached Disaster Recovery Plan remain confidential. ImageTrend claims an exemption to the California Public Records Act pursuant to Sections 6254( c ), 6254.19 and 6254.20.

The proposer will indemnify the LAFD and its officers, employees, and agents, and hold them harmless to any claim or liability and will defend any action brought against them for their refusal to disclose copyrighted material, trade secrets, or other proprietary information to any person making a request therefore.

**PAGES 103 THROUGH 201 HAVE BEEN REDACTED.**

# SECTION 6: COST PROPOSAL



Sections 6.1 – 6.5 are completed; please see the completed Excel spreadsheet on the USB drive enclosed with our proposal.

# SECTION 7: SOFTWARE CAPABILITIES RESPONSE MATRIX



## 3.0 INCIDENT ASSESSMENT

### > 3.2 Proposer Response to Requirements

Number	Incident Assessment Requirements	Priority	Response
	M = Must, S = Should, C= Could		
3.2.1	As an EMS Provider, I can initiate a new ePCR using relevant CAD data, so that I do not have to manually enter it.	M	Y
3.2.2	As an EMS Provider, I can initiate a new ePCR from a blank form.	M	Y
3.2.3	As an EMS Provider, I can retrieve an ePCR by the incident number, date or resource ID.	M	Y
3.2.4	As an EMS Provider, I can receive, review and accept periodic updates of CAD data while I am completing my ePCR, so that I do not have to manually enter changes as they become available.	M	Y
3.2.5	As an EMS Provider, I can select a hospital and the reason for transport depending on the medical needs.	M	Y
3.2.6	As an EMS Provider, I can view which CAD record assigned to my Resource requires an ePCR.	M	Y
3.2.7	As an EMS Provider, I can remove or modify CAD data from an ePCR.	M	Y
3.2.8	As an EMS Provider, I can attach a missing CAD to an ePCR.	M	Y
3.2.9	As an EMS Provider, I can accurately enter and record all incident related data and EMS response, so that I am compliant with data collection standards.	M	Y
3.2.10	As an EMS Provider, I can accurately enter and record all required information about responding personnel, including LAFD and non-LAFD personnel.	M	Y
3.2.11	As an EMS Provider, I can enter staff and resource information (position within vehicle, certification and rank) once at the beginning of my shift and make changes as necessary, so that I don't have to re- enter it each time I complete a new ePCR.	M	Y

3.2.12	As an EMS Provider, I can easily and accurately record one or more locations related to the incident (e.g. location of the event, location of the patient).	M	Y
3.2.13	As an EMS Provider, I can create a new ePCR from a device without dependency on any other network or system(s) (e.g. "disconnected mode").	M	Y
3.2.14	As an EMS Provider, I can enter and document the number of patients and create individual, but related, ePCR reports for each patient.	M	Y
3.2.15	As an EMS Provider, I can enter and document a multi-casualty incident, and transfer patient ePCR to multiple responding resources.	M	Y
3.2.16	As an EMS Provider, I can enter and document a situation and observation of an incident.	M	Y
3.2.17	As an EMS Provider, I can enter and document the matter in how I respond to an incident, such as, but not limited to, lights and sirens.	M	Y
3.2.18	As an EMS Provider, I can quickly and easily enter personal identification information of the patient or other parties, including domestic and international addresses.	M	Y
3.2.19	As an EMS Provider, I can quickly and easily capture insurance information from issued documents, such as medical and vehicle insurance cards and forms.	M	Y
3.2.20	As an EMS Provider, I can collect information from identification, insurance and other documents using a camera, bar code reader and/or other similar user input device, so that I can complete my ePCR in an accurate and timely manner.	M	Y
3.2.21	As an EMS Provider, I can quickly and accurately record all of the information required to complete the ePCR Report in a timely and accurate manner.	M	Y
3.2.22	As an EMS Provider, I can import or attach multiple file types, such as, but not limited to, pictures or pdf files from the ePCR device into an ePCR.	M	Y
3.2.23	As an EMS Provider, I can be prompted to include required information and use acceptable field values, so that I can produce ePCR reports that are accurate and error-free.	M	Y

3.2.24	As an EMS Provider, I can complete ePCR reports from various locations and devices, so that I can complete ePCR reports when and where it is most convenient and safe to do so.	M	Y
3.2.25	As an EMS Provider, I can start and stop report writing at any time, and continue where I left off, so that I can avoid re-entering information if I'm unable to complete an ePCR report at a specific time.	M	Y
3.2.26	As an EMS Provider, I can submit my ePCR report as soon as it is ready, so that the report can be finalized and made available to others as quickly as possible.	M	Y
3.2.27	As an EMS Provider, I cannot edit my ePCR report after it has been submitted without supervisory approval.	M	Y
3.2.28	As an EMS Provider, I can associate an ePCR report to other ePCR records, so that I can maintain a history of events and their relationships to other ePCR records.	M	Y
3.2.29	As an EMS Provider, I can use pre-defined workflows to accurately document an incident.	M	Y
3.2.30	As an EMS Provider, I can bypass a pre-defined workflow at any given time.	M	Y
3.2.31	As an EMS Provider, I can respond to messages from specific users, such as EMS Captain or Bureau Captain within the application. For example, to reply to the EMS Battalion or Bureau Captain that a correction has been completed on an ePCR.	M	Y

## > 3.3 Proposer General Response to Requirements

Creating electronic patient care reporting systems that meet municipal and national compliance, while allowing users an easy and enjoyable experience documenting incidents in the field, is the reason ImageTrend has spent years developing a product that can be configured to meet agencies, such as Los Angeles Fire Department's specific workflow needs. Elite is not built to define LAFD's incident workflow, but provide LAFD with a configurable ePCR system uniquely implemented to their workflows.

Incident entry in Elite has been designed to meet NEMSIS and LA DHS data collection compliance allowing LAFD dual compliance documentation in a single incident template. Elite's unique administrative tools allow system administrators to customize their run form template to follow LAFD's workflow, which uses visibility rules to hide or show sections in the template, panels within sections, fields, or field values based upon the specific workflow design LAFD determines is the best for patient documentation and response field entry. All fields collected in an incident are configurable by site administration to create a template with values specific to meet all standards while eliminating unnecessary values from end user view.

From the start of an incident in Elite Field online or offline, an LAFD field user is able to easily create a blank incident recording the patient experience from start to finish with repost as incidents are auto-saved through template navigation. The ability for the user to download CAD data into the incident, including GPS coordinates, at any moment during the documentation process is quick and easy, with filters that allow the user to quickly locate the appropriate CAD incident based on unit or other applicable filters. Altering incorrect information downloaded from CAD can be adjusted manually by the user, or by initiating another download of CAD data into the incident after dispatch has updated the call information. If an incorrect CAD incident was downloaded into the ePCR, a user can choose the correct CAD incident and download it into the incident to overwrite the previous CAD data, eliminating any need to start the ePCR over. Adding personnel to the incident allows for manual user entry to their appropriate unit, or through a staffing solution integration that pulls users in the record correlating to their assigned unit, which will eliminate the need for the end user to spend time adding crew members to responding units to spend more time providing patient care and thorough reporting.

Entering patient data into an incident is efficient with the driver's license barcode scanner tool, the 2D Camera scanner that transforms an iPad's camera into a scanner or using the Repeat Patient database to access frequent flyers. Capturing photographs of patient insurance cards using the device camera stores the file directly into the incident, eliminating the need to later delete. Adding multiple patients to an incident is easy with a single button click to drive all incident specific data into an associated incident form ready for new patient data entry, with the ability to toggle between patient records to complete data. Patient incidents can be easily transferred to other devices, within LAFD or mutual aid departments utilizing Elite, to allow other responding units to take over their patient's documentation. Transferred incidents can be sent to a specific agency, base hospital, or unit number to reduce the time searching for downloadable incidents. Devices are able to capture photographs, videos, or other file types attaching them directly to the ePCR.

ImageTrend recognizes that errors in documentation entry can occur, therefore, Elite's validation engine follows rules built to NEMSIS and LA DHS compliance guidelines. LAFD System Administrators are able to edit existing validation rules or build department specific rules that exceed national, state or municipal

requirements, allowing for the most comprehensive and workflow driven data collection. Obvious red validation flags surround any situationally relevant required fields, notifying the field user in real time they must properly document each run type based upon NEMSIS and LA DHS standards. When in the field, the user can navigate the template page by page, or by clicking a button to drive them automatically to the location on the form where the required field exists. LAFD System Administrators will have permission to easily build custom validation rules in the user interface to flag fields above and beyond those standards, creating a system unique to the department's needs.

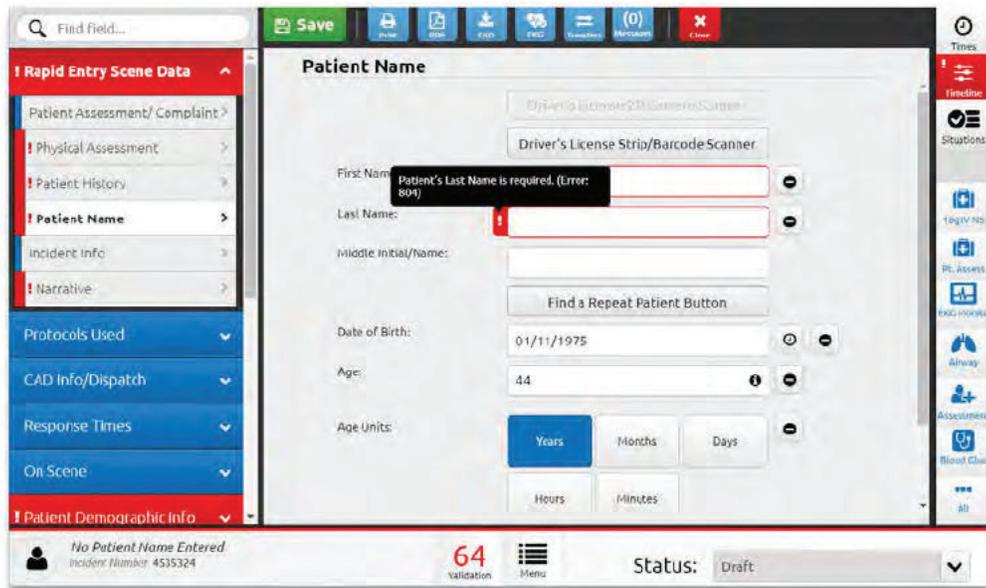


Figure 21. Validation rules flag the required field red with information providing explanations to end user for field requirement or additional information, system administrator defined.

### > 3.4 Proposer Response to Specific Requirements

ImageTrend has no response to specific requirements for this section as we are able to fully meet the functionality requirements as outlined, as marked “yes” by every item.

## 4.0 PATIENT CARE

### > 4.2 Proposer Response to Requirements

Number	Patient Care Requirements	Priority	Response
	<b>M = Must, S = Should, C= Could</b>		
4.2.1	As an EMS Provider, I can document all required patient identification information, so that I am compliant with data collection standards.	M	Y
4.2.2	As an EMS Provider, I can document all required Mechanism of Injury (MOI), so that I am compliant with data collection standards.	M	Y
4.2.3	As an EMS Provider, I can complete a full or partial patient assessment, and record findings at any time during patient interaction.	M	Y
4.2.4	As an EMS Provider, I can attach data from the following external devices, such as, but not limited to, the following: AED to an ePCR.	M	Y
4.2.5	As an EMS Provider, I can document all required patient assessment information, so that I am compliant with data collection standards.	M	Y
4.2.6	As an EMS Provider, I can quickly and accurately document all required patient treatment information, so that I am compliant with data collection standards.	M	Y
4.2.7	As an EMS Provider, I can view a patient's treatment, vital signs and ECG data chronologically, so that I can easily see the patient treatment history.	M	Y
4.2.8	As an EMS Provider, I can collect information from other related devices, such as, but not limited to, AEDs, cardiac monitors or Department issued mobile phones, so that I can complete my ePCR in an accurate and timely manner.	M	Y
4.2.9	As an EMS Provider, I can retrieve and follow patient treatment protocol such as those found in Appendix E, Compliance.	M	Y
4.2.10	As an EMS Provider, I can quickly and accurately document a patient's medical history, current medications and medical allergies.	M	Y
4.2.11	As an EMS Provider, I can enter and document both subjective, what the patient tells me (e.g., level of pain), and objective, what I observe (e.g., skin signs, physical trauma), findings.	M	Y
4.2.12	As an EMS Provider, I can capture and attach a patient's signature to an ePCR.	M	Y

4.2.13	As an EMS Provider, I can use information obtained during prior contacts with the same patient to complete patient information.	M	Y
4.2.14	As an EMS Provider, I can review and selectively retrieve historical records of previous patient contact, including, but not limited to, medications, medical history, allergies, and dosage.	S	Y
4.2.15	As an EMS Provider, I can accurately match a patient to a previous and permanent historical record.	M	Y
4.2.16	As an EMS Provider, I can retrieve a patient's previously stored signature and attach it to the ePCR.	M	Y
4.2.17	As an EMS Provider, I can retrieve a patient's previously documented insurance information, such as, but not limited to, medical and private insurance.	M	Y
4.2.18	As an EMS Provider, I can capture, delete, or replace digital signatures for multiple reasons, such as, but not limited to, Treat and Release, and Release Against Medical Advice with text for these signatures in multiple languages (at least English/Spanish).	M	Y
4.2.19	As an EMS Provider, I can retrieve and document treatment protocols specified by the LAFD EMS Bureau and Medical Director, such as, but not limited to, ultrasounds.	M	Y
4.2.20	As an EMS Provider, I can electronically provide ePCR data to a receiving facility or base station.	M	Y
4.2.21	As an EMS Provider, I can import a patient's vital information from different AED or ECG device manufacturers into an ePCR.	M	Y
4.2.22	As an EMS Provider, I can attach ECG or AED data to the ePCR via a physical connection, Bluetooth, and/or cloud-based connection.	M	Y
4.2.23	As an EMS Provider, I can transmit AED or ECG data to receiving facilities and base stations.	M	Y
4.2.24	As an EMS Provider, I can attach multiple sets of AED and ECG data to an ePCR.	M	Y
4.2.25	As an EMS Provider, I can share incomplete ePCRs with other mobile devices prior to completion in real time to ensure there is no loss of data, resulting in one ePCR per patient, per incident.	M	Y
4.2.26	As an EMS Provider, I can track who or which team member performed a task, such as, but not limited to, treatment of a patient or taking vitals.	M	Y
4.2.27	As an EMS Provider, I can append data to an existing ePCR, but not overwrite previously documented information, such as but not limited to, the narrative field.	M	Y

4.2.28	As an EMS Provider, I can document, transfer or share multiple patient ePCRs between multiple LAFD resources on or off line.	C	Y
4.2.29	As an EMS Provider, I can identify and have the flexibility to select an LAFD resource for data sharing.	M	Y
4.2.30	As an EMS Provider, I can preview a shared ePCR before accepting or receiving that ePCR.	S	C
4.2.31	As an EMS Provider, I can complete an ePCR documentation, and validate that all required information has been completed.	M	Y
4.2.32	As an EMS Provider, I can enter and complete advanced assessments to denote confirmation of pertinent negatives or rule out exams in a pre-hospital care report.	M	Y
4.2.33	As an EMS Provider, I can complete and submit the Los Angeles County Child Abuse form within the application.	S	T
4.2.34	As an EMS Provider, I can complete and submit the Los Angeles Dependent Adult/ Elderly Abuse form within the application.	S	T
4.2.35	As an EMS Provider, I can complete and submit all other required Los Angeles County forms within the application.	M	T

## › 4.3 Proposer General Response to Requirements

The field user's experience is the primary focus Elite is designed to cater to. During implementation, our team will work with LAFD System Administrators to construct a run form template through the user interface created specifically to fit LAFD's desired workflow to make patient care reporting efficient. In the field with Elite Field, LAFD users can accomplish the most comprehensive field documentation with capabilities beyond other comparable products on the market. Elite Field works on most devices, allowing users to fully document their reports without worry of data loss in the event of network inconsistencies.

Repeat Patient functionality displays a number of potential matches at the top of the incident as field users document patient information fields, with as little data as the first initial to first or last name, date of birth, patient address or many other fields, removing the need to enter exact information to look up frequent flyers. Adding multiple patients to an incident is as easy as clicking a button to pre-populate the incident specific fields into the related PCRs removing the need to re-document. The Elite Patient Timeline allows for a larger snapshot of patient health – trends of weights, BP, and other vital fields are populated for you.

Patient history information can be populated from previous patient encounters, allowing for easy and thorough data collection from patient assessment, vitals, procedures, and medications given during patient care. Using Elite's Power Tools and Situation Tools allow field users the ability to document any patient activity is easy with a click of a button following pre-defined defaulted values or through situation tools that follow LAFD's protocols. EKG and other file types can be imported into the ePCR through a cloud integration or captured using the device camera to accurately document chronological patient care

data that is able to be viewed in order all while following mandatory validation fields. Patient or other signatures are collected electronically and tied to a reason for signature collection, along with department specific language to be displayed in multiple languages.

The initial patient care report does not end with a transfer of care. The field user is able to transfer the patient care report electronically to another device to ensure the data collected from LAFD is given to the transporting agency for a full report. LAFD users are able to complete any fields pertinent to an incident, add addendums or attachments, without compromising any documented fields.

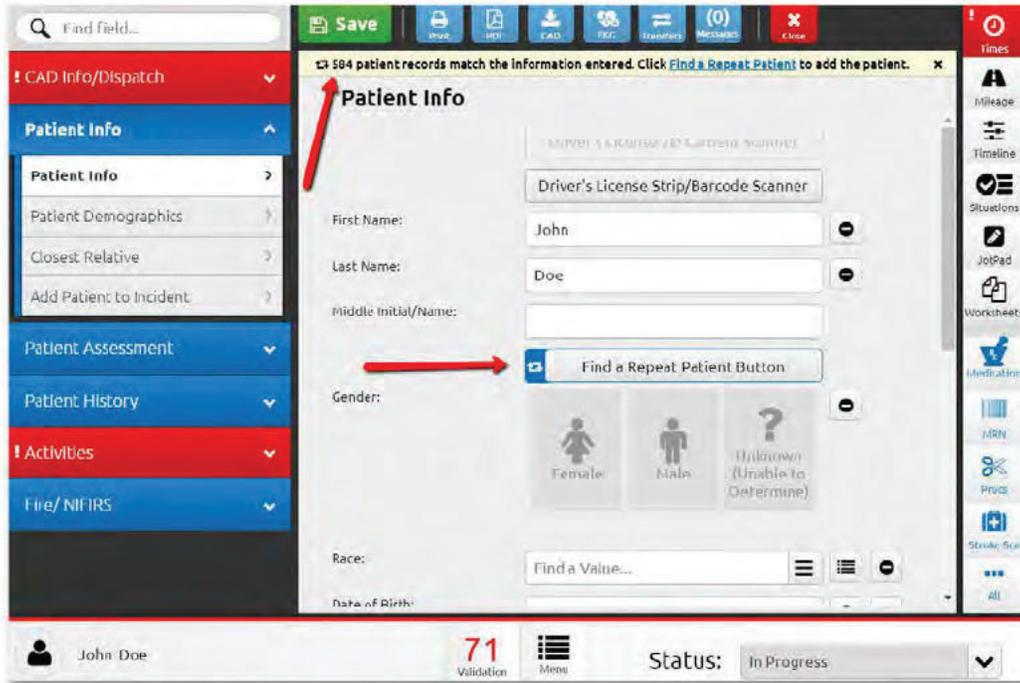


Figure 22. Repeat patient data will show potential matches in the system in real-time as the provider documents patient demographic fields. The provider can view potential matches and download the appropriate patient record into the ePCR.

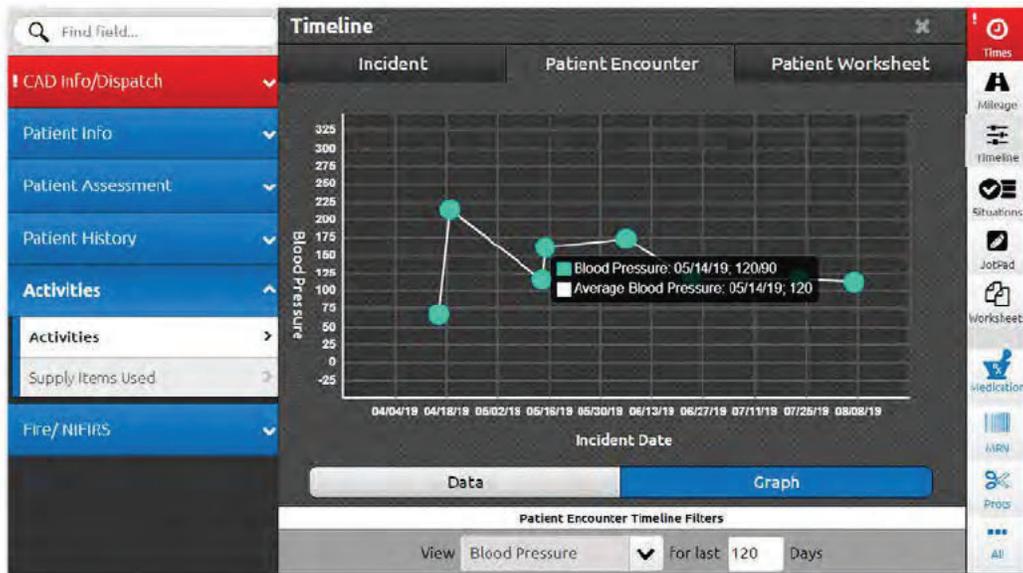


Figure 23. Repeat patient records downloaded into an ePCR will show past incident data entry like vitals, impressions, and medical device wave strips to give providers complete patient history for better understanding of patient history.).

## > 4.4 Proposer Response to Specific Requirements

4.2.30 - ImageTrend offers a configurable modal to present the provider with various data points without accepting a transfer record including but not limited to: Unit Number, Incident Number, Response Number, Incident Address, Unit Notified by Dispatch Date/Time or Crew Member. The same fields are available from the CAD download modal. A full preview, such as view a PDF copy of the incoming CAD or Transfer modal, would be possible through custom development.

4.2.33 - Elite can create and capture all needed data elements for the LA DHS Child Abuse Form. Based on our understanding of the requirement that the form must be in their format, and faxed, it will take a third party for faxing. ImageTrend has completed faxing integrations with various partners depending on the customer needs.

4.2.34 - Elite can create and capture all needed data elements for the LA DHS Elderly Abuse Form. Based on our understanding of the requirement that the form must be in their format, and faxed, it will take a third party for faxing. ImageTrend has completed faxing integrations with various partners depending on the customer needs.

4.2.35 - Elite can create and capture all needed data elements for other LA DHS forms. Based on our understanding of the requirement that the form must be in their format, and faxed, it will take a third party for faxing. ImageTrend has completed faxing integrations with various partners depending on the customer needs.

# 5.0 SUPERVISION AND QUALITY MANAGEMENT

## > 5.2 Proposer Response to Requirements

Number	Supervision and Quality Management Requirements	Priority	Response
	M = Must, S = Should, C= Could		
5.2.1	As an EMS QA Analyst, I can easily find ePCR records with incorrect or missing data and/or other quality issues (e.g., missing signatures, wrong receiving facility or wrong address).	M	Y
5.2.2	As an EMS QA Analyst, I can run queries and perform an analysis based on distance traveled (calculated mileage between incident location and receiving hospital).	M	Y
5.2.3	As an EMS QA Analyst, I can generate a report to view all captured signatures.	M	Y
5.2.4	As an EMS QA Analyst, I can query and generate a report based on an identified EMS Provider.	M	Y
5.2.5	As an EMS QA Analyst, I can generate reports to assess a member's compliance with standards and department policies for capturing signatures.	M	Y
5.2.6	As an EMS QA Analyst, I can identify billing records that have been updated and need to be exported to R1 RCM for billing.	M	Y
5.2.7	As an EMS QA Analyst, I can mark an ePCR as ready to be exported to R1 RCM for billing.	M	Y
5.2.8	As an EMS QA Analyst, I can set benchmark queries to ensure that the ePCR is validated and is as accurate as possible prior to being exported to R1 RCM for billing.	M	Y
5.2.9	As an EMS QA Analyst, I can easily identify discrepancies between CAD and ePCR data so that they can be reconciled (e.g., Unit ID, Incident Address, or Receiving Facility).	M	Y
5.2.10	As an EMS QA Analyst, I can create and run customized queries to identify common errors for data validation or correction from multiple data points in an ePCR.	M	Y
5.2.11	As an EMS QA Analyst, I can identify ePCRs that have invalid dates (e.g., <b>February 31st</b> or <b>year 18</b> instead of <b>2018</b> ).	M	Y
5.2.12	As an EMS QA Analyst, I can easily identify ePCRs without associated CAD records.	M	Y
5.2.13	As an EMS QA Analyst, I can easily identify EMS CAD records without associated ePCR records.	M	Y

5.2.14	As an EMS QA Analyst, I can track and document an addendum made to an ePCR, including, but not limited to, any changes, additions or deletions made by an EMS Provider; date and time modifications; modified sections of an ePCR; and the modifier of the ePCR.	M	Y
5.2.15	As an EMS QA Analyst, I can analyze the data within the ePCR application utilizing statistical features of tools, so that I can provide analytical support to the LAFD EMS Bureau.	S	Y
5.2.16	As an EMS QA Analyst, I can provide data from the ePCR application to third-party applications for analysis.	S	Y
5.2.17	As an EMS QA Analyst, I can have the system alert specific individuals (agency-defined) when trend activities exceeds an agency-defined level, so that I can provide real time updates to the key decision makers about unusually high levels of a particular trend.	S	Y
5.2.18	As an EMS QA Analyst, I can track and analyze activity by any combination of multiple data elements so that I can conduct trend analysis in an accurate and efficient way.	S	Y
5.2.19	As an EMS QA Analyst, I can present statistical analysis in graphical format, and present information so that it can be better understood by the user or recipient.	S	Y
5.2.20	As an EMS QA Analyst, I can track and report on the number of error occurrences by categories that affect an ePCR.	M	Y
5.2.21	As an EMS QA Analyst, I can analyze data by addresses and/or coordinates, so that I can view incidents in proximity to a specific location or geographical area.	S	Y
5.2.22	As an EMS QA Analyst, I can validate that an ePCR is compliant with a specific compliance policy or standard (e.g., is the ePCR compliant with NEMSIS and not LEMSA).	M	Y
5.2.23	As an EMS QI Analyst, I can review ePCRs for patient assessment, treatment and audit medical protocols.	M	Y
5.2.24	As an EMS QI Analyst, I can review and evaluate performances of an EMS Provider and/or a group of EMS Providers on multiple criteria.	M	Y
5.2.25	As an EMS QI Analyst, I can communicate performance feedback to EMS Providers.	M	Y
5.2.26	As an EMS QI Analyst, I can analyze trends in performance and efficiency over time.	M	Y
5.2.27	As an EMS QI Analyst, I can audit and evaluate that EMS Providers follow medical protocols.	M	Y
5.2.28	As an EMS QI Analyst, I can accurately see all changes made to a patient record.	M	Y
5.2.29	As an EMS QI Analyst, I can review all ePCRs that meet a criterion defined for the CARES registry.	S	Y
5.2.30	As an EMS QI Analyst, I can flag and audit ePCRs that are related to cardiac incidents.	M	Y

5.2.31	As an EMS QI Analyst, I can send messages about specific ePCRs to specific users within the application (e.g., a correction is required or has been completed).	M	Y
5.2.32	As an EMS QI Analyst, I can export ePCR data to DHS.	M	Y
5.2.33	As an EMS QI Analyst, I can export ePCR data to NFIRS.	M	Y
5.2.34	As an EMS QI Analyst, I can export ePCR data to CAIRS.	M	Y
5.2.35	As an EMS QI Analyst, I can export ePCR data to CARES.	M	Y
5.2.36	As an EMS Battalion Captain, I can review, edit and return an ePCR to an EMS Provider for correction.	M	Y
5.2.37	As an EMS Battalion Captain, I can receive status updates or notices on ePCRs that I return to an EMS Provider for correction.	S	Y
5.2.38	As an EMS Battalion Captain, I can audit the type and quantity of controlled medication used or wasted in an ePCR, and see that proper documentation has been completed.	M	Y
5.2.39	As an EMS Battalion Captain, I can generate reports on the type and quantity of controlled medications that need to be restocked, and forward the report to the LAFD Pharmacist for review.	M	Y
5.2.40	As an EMS Battalion Captain, I can receive and respond to QA and QI inquiries on ePCRs within the ePCR application from, but not limited to, the Pharmacist, Medical Director, EMS Bureau Captains and Educators.	M	Y
5.2.41	As an EMS Battalion Captain, I can review and correct data within an ePCR.	M	Y
5.2.42	As an EMS Battalion Captain, I can review the quantity of controlled medication that has been used by the EMS Provider and the quantity that needs to be restocked in the EMS Provider's vehicle.	M	Y
5.2.43	As an EMS Battalion Captain, I can filter and find ePCRs with incorrect data, missing data and/or issues, such as, but not limited to, missing signatures, wrong receiving facility, and wrong addresses, as part of the exception handling.	M	Y
5.2.44	As an EMS Battalion Captain, I can perform retrospective reviews and grade a report.	M	Y
5.2.45	As an EMS Battalion Captain, I can validate that EMS Providers have completed and submitted their ePCRs that can be matched to CAD for ePCR compliance.	M	Y
5.2.46	As an EMS Battalion Captain, I can review required compliance workflows (e.g., Treatment Protocols).	M	Y
5.2.47	As an EMS Battalion Captain, I can define individual workflows, and specify which tasks should be included in that workflow.	M	Y

5.2.48	As an EMS Battalion Captain, I can monitor a workflow for an EMS Provider.	M	Y
5.2.49	As an EMS Battalion Captain, I can send messages to specific users, such as EMS Providers or Bureau Captains, within the application to make corrections to an ePCR or to ask the Bureau Captain for further instructions.	M	Y
5.2.50	As an EMS Battalion Captain, I can quickly access or recover data from a broken or damaged ePCR device without losing any in- progress reporting.	S	Y
5.2.51	As an EMS Battalion Captain, I can track the certification level of a user account, such as, but not limited to, EMT or Paramedic.	M	Y
5.2.52	As an EMS Battalion Captain, I can query signature reports based on an identified EMS Provider.	M	Y
5.2.53	As an EMS Battalion Captain, I can export a patient care report to a receiving facility or base station.	M	Y
5.2.54	As an EMS Battalion Captain, I can quickly and accurately review ePCR reports and related information, so that I can complete my reviews in a timely and accurate manner.	M	Y
5.2.55	As an EMS Battalion Captain, I can communicate through the ePCR application with EMS Providers to collaborate on patient reporting.	M	Y
5.2.56	As an EMS Battalion Captain, I can access ePCR data to read, write, edit and return ePCR reports to the EMS Provider for correction.	M	Y
5.2.57	As an EMS Battalion Captain, I can enable or disable a workflow for an EMS Provider or an individual.	M	Y
5.2.58	As EMS Battalion Captain, I can return ePCR reports with additional comments to the EMS Provider or previous user for correction.	M	Y
5.2.59	As an EMS Battalion Captain, I can be notified or otherwise see ePCR reports that are ready for my review, so that I can complete reviews in a timely manner.	M	Y
5.2.60	As an EMS Battalion Captain, I can approve ePCR reports with or without additional comments, so that the ePCR can move on in the workflow.	M	Y
5.2.61	As an EMS Battalion Captain, I can print reports on standard LAFD approved paper forms, as well as electronic copies suitable for emailing (e.g., PDF), so that I can produce the required paperwork and physical copies of reports as required.	M	Y
5.2.62	As an EMS Battalion Captain, I can make or change ePCR case assignments based on workflow rules (e.g., location, type, and workload), so that I can quickly assign cases to an EMS Provider.	S	Y
5.2.63	As an EMS Battalion Captain, I can monitor the workload of an individual EMS Provider or an entire EMS Provider roster to manage the workload and assign/reassign cases as needed.	M	Y

5.2.64	As an EMS Battalion Captain, I can create alerts or messages reminding EMS Providers of pending or overdue activities they may need to address.	S	Y
5.2.65	As an EMS Battalion or Bureau Captain, I can define the format of the data to be exported from queries, such as, but not limited to, text, Excel, xml.	M	Y
5.2.66	As an EMS Battalion or Bureau Captain, I can run basic and advanced queries.	M	Y
5.2.67	As an EMS Bureau Captain, I can access ePCR data to read, write, edit, and return ePCR reports to the EMS Provider for correction.	M	Y
5.2.68	As an EMS Bureau Captain, I can control or restrict general users from accessing high profile ePCRs.	M	Y
5.2.69	As an EMS Bureau Captain, I can export an ePCR to a specified data warehouse, such as PowerBI.	M	Y
5.2.70	As an EMS Bureau Captain, I can send or receive ePCR data from other authorized organizations relevant to my specialty.	M	Y
5.2.71	As an EMS Bureau Captain, I can see an audit trail of what data has been exported to an outside agency.	M	Y
5.2.72	As an EMS Bureau Captain, I can send messages to specific users, such as EMS Providers or EMS Battalion Captains, within an application (e.g., to make a correction to an ePCR or notify all users of LAFD bulletins).	M	Y
5.2.73	As a member of the EMS Records Unit, I can grant and manage the access and delivery of the Protected Health Information (PHI) or pre- hospital care reports to a patient or authorized patient representative.	M	Y
5.2.74	As a member of the EMS Records Unit, I can flag a pre-hospital care report for delivery to a patient or authorized representative.	M	Y
5.2.75	As a member of the EMS Records Unit, I can run queries on the date of service and date of billing to audit the timeliness of exported ePCRs to R1 RCM.	M	Y
5.2.76	As a member of the EMS Records Unit, I can run queries on ePCRs that are billable or have been withheld from billing.	M	Y
5.2.77	As a member of the EMS Supply Unit, I can run a report to monitor treatments and adjust supply logistics and ordering of medications.	S	Y
5.2.78	As a Medical Director, I can view and read ePCRs and define customized reports and queries.	M	Y
5.2.79	As a Medical Director, I can create a criterion for retrospective review.	M	Y
5.2.80	As a Medical Director, I can specify conditions and/or keywords that trigger email or text notifications.	M	Y
5.2.81	As a Medical Director, I can review Cardiac Arrest incidents via individual incident reports, as well as a report formatted to	M	Y

	follow Utstein Guidelines.		
5.2.82	As a Pharmacist, I can monitor and track controlled medications used by EMS Providers through the review of ePCR data.	M	Y
5.2.83	As a Pharmacist, I can review an ePCR to determine the dosage of controlled medication used or given to a patient.	M	Y
5.2.84	As a Pharmacist, I can search for an ePCR based on, and not limited to, patient name, booklet number and incident number to review the dosage of controlled medication given.	M	Y
5.2.85	As a Pharmacist, I can review an ePCR to determine the dosage of controlled medication that was either not used or wasted on a patient.	M	Y
5.2.86	As a Pharmacist, I can enter a status for an ePCR, such as approved, on hold or declined, and comment on the given status.	M	Y
5.2.87	As a Pharmacist, I can communicate with EMS Captains within the application on issues with ePCR documentation or when an ePCR is not in compliance with specific standards.	M	Y
5.2.88	As a Pharmacist, I can document when I can restock controlled medications in the Pyxis machines.	S	C
5.2.89	As a Pharmacist, I can monitor and document when and which EMS Captain dispensed controlled medications from the Pyxis to restock the Rescue Ambulance.	S	C
5.2.90	As a Pharmacist, I can monitor, track and report any controlled medication replacement request due to use in field, broken/damaged containers, and expired or lost controlled medications.	S	C

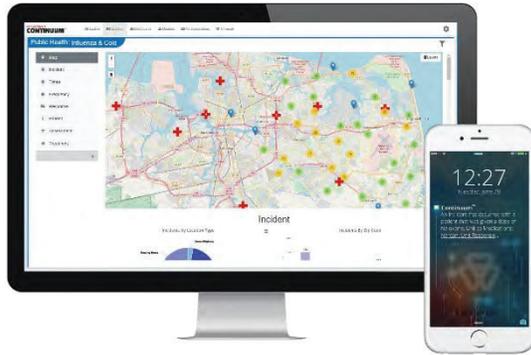
## › 5.3 Proposer General Response to Requirements

Elite comes with a Continued Quality Improvement (CQI) module designed to allow LAFD to build several review categories, like protocol deviation, billing, cardiac or stroke calls for incidents meeting criteria to flow into, and be reviewed by, users assigned to their specific review bucket. The CQI module allows administrators to build specific templates to only show the data they are reviewing is relevant to the category, along with questions to respond to as a reviewer that follows QA defined validation rules to ensure reports are reviewed equally the same. Reviewers can generate reports to view the data either in the CQI module or through Report Writer to provide a comprehensive data report or benchmarking reports to incident specific notes. Additionally, ImageTrend Continuum monitoring is useful to set parameters to alert via email or text message users that need near real-time feedback (see **Figure 19.**) and provide field users 'report cards' through the system to know how well they perform against the entire department on reporting and patient care.

Based upon permission groups and the group permission settings, users such as Battalion Chiefs can review and audit the reports that were created within or outside of their Battalion, to ensure medications

and procedures were properly documented, and protocols were followed according to LAFD standards. Messaging through the CQI module, or through the incident, allow for seamless communication from the officer to the field user, to complete the communication loop.

Incidents can be set up, based upon criteria, to be manually exported with proper permission settings or automatically exported to a variety of end points, such as the LEMSA, NEMSIS state export, CARES export or billing export, or integrate directly to the receiving facility or base hospital.



**Figure 24.** Example of Continuum’s alerting and notification features.

## > 5.4 Proposer Response to Specific Requirements

**5.2.88** - ImageTrend will work with LAFD and BD Pyxis to discuss the specifications for desired workflow.

**5.2.89** - Currently, Elite offers the capability to create supplemental questions (LAFD custom fields), by a system administrator. These questions could be tailored to embed in the run form template to capture required information and later be reported on. ImageTrend understands that all agencies have unique workflows and we would welcome further discovery regarding LAFD and BD Pyxis’s partnership.

**5.2.90** - ImageTrend would like to have further discussion with LAFD about the specific workflow surrounding this requirement. ImageTrend is open to a discussion about custom development around this item.

## 6.0 OTHER ADMINISTRATIVE DUTIES

### > 6.2 Proposer Response to Requirements

Number	Other Administrative Duties Requirements	Priority	Response
	M = Must, S = Should, C= Could		
6.2.1	As an Authorized User, I can read and download ePCR data and run report queries.	M	Y
6.2.2	As an Authorized User or Patient Authorized Representative, I can access my pre-hospital care record.	S	N
6.2.3	As an External Authorized User of R1 RCM, I can access and review an ePCR for billing.	M	Y
6.2.4	As an External Authorized User of R1 RCM, I can review all flagged ePCRs that might affect billing recovery.	M	Y
6.2.5	As an External Authorized User, I can run basic queries and view ePCR data for categories of data specified by LAFD.	M	Y
6.2.6	As a member of the EMS Records Unit, I can identify specific categories that have been amended, such as, but not limited to, Patient Demographics, Mileage, Pick-Up and Drop-Off Locations, to assist the biller with determining whether the amendments affect billing.	M	Y
6.2.7	As a member of the EMS Records Unit, I can identify, monitor and mark for export, any record previously excluded after an amendment was made to a record that makes it eligible for billing.	M	Y
6.2.8	As a member of the EMS Records Unit, I can export a completed ePCR to R1 RCM.	M	Y
6.2.9	As a member of the EMS Records Unit, I can monitor corrections made to an existing record which changes the potential billing status to "Billable", and now requires the record to be exported to R1 RCM.	M	Y
6.2.10	As a member of the EMS Records, I can audit causes of why ePCRS are not billable.	M	Y
6.2.11	As a Systems Administrator, I can restrict user access to selected application menus, menu items or screens.	M	Y
6.2.12	As a Systems Administrator, I can restrict user access to selected data fields.	M	Y
6.2.13	As a Systems Administrator, I can track user activity on a particular ePCR.	M	Y
6.2.14	As a Systems Administrator, I can add, edit and assign users to groups and roles, and deactivate user accounts.	M	Y
6.2.15	As a Systems Administrator, I can define and manage authorized devices.	S	Y
6.2.16	As a Systems Administrator, I can upload ECG data from multiple devices into an ePCR.	M	Y

6.2.17	As a Systems Administrator, I can view audit logs of all deleted ePCRs and reasons/comments of why they were deleted.	M	Y
6.2.18	As a Systems Administrator, I can see an audit trail of what data has been exported to an outside agency.	M	Y
6.2.19	As a System Administrator, I can control or restrict users from accessing selected ePCRS such as, high profile ePCRs.	M	Y
6.2.20	As a System Administrator, I can configure and manage workflows for an EMS Provider or individual that will enforce data entry rules for a task (e.g., Treatment Protocols).	M	Y
6.2.21	As a Systems Administrator, I can track user activities on an ePCR, such as, who added, edited, deleted or viewed an ePCR.	M	Y
6.2.22	The system shall maintain an accurate audit of all user inputs and actions, including, but not limited to, the date, time, user ID and device where all actions take place.	M	Y
6.2.23	As a Systems Administrator, I can configure the application to LAFD EMS specifications.	M	Y
6.2.24	As a Systems Administrator, I can enforce selected data entry rules associated with standard policies.	S	Y
6.2.25	As a Systems Administrator, I can define application access at multiple levels (e.g., ability to create, view, and edit ePCRs; ability to send messages; ability to run specific types of reports; and ability to allow users to register ePCR software on a device)	M	Y
6.2.26	As a Systems Administrator, I can track the last user of a particular ePCR device within the application.	M	Y
6.2.27	As a Systems Administrator, I can define a workflow that allows a user to complete an ePCR during interaction with a patient.	M	Y
6.2.28	As a Systems Administrator, I can specify and define a field, as required, based upon a user's input and policy requirements, including conditional validation based on user input (e.g., types of signatures based on patient disposition, specific vital signs based on patient circumstances).	M	Y
6.2.29	As a Systems Administrator, I can add and remove query-able custom fields within the ePCR application as needed.	M	Y
6.2.30	As a Systems Administrator, I can send messages to an EMS Provider regarding a particular issue with an ePCR and/or notify all users of LAFD bulletins.	M	Y
6.2.31	As a Systems Administrator, I can manage application reference table values.	M	Y
6.2.32	As a Systems Administrator, I can configure all control elements on the ePCR application, e.g., configuration of security tables, application settings and enable and disable features.	M	Y
6.2.33	As a Systems Administrator, I can design, query and report on any data field in the ePCR.	M	Y
6.2.34	As a Systems Administrator, I can specify which reports or queries a user can run, and specify what data a user can report.	M	Y

6.2.35	As a Systems Administrator, I can define a compliance profile, and list the rules associated with that profile.	M	Y
6.2.36	As a Systems Administrator, I can enable or disable a compliance profile.	M	Y
6.2.37	As a Systems Administrator, I can validate that an ePCR is compliant with a particular compliance policy or standard. For example, is the ePCR compliant with NEMSIS and not LEMSA.	M	Y
6.2.38	As a Systems Administrator, I can create or customize a data entry screen in the application. For example, I can consolidate a set of tabbed data entry screens into one screen for easier data entry.	M	Y
6.2.39	As a Systems Administrator, I can enable or disable a custom field being used in the application.	M	Y
6.2.40	As a Systems Administrator, I can create and display notices or alerts, or send ad hoc notices on the application for the user. The notice should be visible when the user logs in or when already logged into the system.	M	Y
6.2.41	As a Systems Administrator, I can upload user account data and reference tables from an external data source.	M	C
6.2.42	As a Systems Administrator, I can define and save multiple import and export criteria profiles to outside agencies.	M	Y
6.2.43	As a Systems Administrator, I can export an ePCR to a specified data warehouse, such as Power BI.	M	Y

## > 6.3 Proposer General Response to Requirements

The LAFD System Administrators have 100% control over permission group setup, user profile access, incident workflow, run form template layout, PDF print report layouts, validation rules, field values, Power Tools and Situation Tools to follow protocols, custom fields and system settings. LAFD System Administrators will not be limited to what they can control within Elite, as it is built to be completely configurable with the idea that no two departments function the same, and ePCR systems should not require all departments to follow the same system structure.

Authorized LAFD users, and all other user roles that access Elite, will be placed into certain permission groups created by LAFD System Administrators, without compromising access or system setup from those who should not have permission. LAFD System Administrators can create custom permission groups as desired based on the roles they are building access to the system for. Users will only be able to access ePCR reports, or run Report Writer reports, if their permission group has been given access. Access to ePCR data can be restricted to only users with enough permission access to view the reports, and are listed as crew members, or permission can be given to access all reports with escalating abilities from only viewing the report, edit, add an incident report or delete a report. Audit reports are available to those with permission to see who has viewed a report, made changes and what changes were made to a report, or printed a report. Incident statuses also drive access permissions to incident reports, restricting access to incidents in particular incident statuses from certain permission groups. This system truly works to protect the patients' information from many angles throughout the system. Permission access to other

system settings, modules, or resources are all permission based, and defined exclusively by the system administrator at any time.

The Elite messaging module is used to communicate and send messages to users based on name, permission group, role, etc. System administrators can enable messages to send to external emails that can contain or restrict message content, useful in notifying the user of an awaiting message. Messages can be accessed using Elite web or Elite Field to ensure that important information is delivered and offer different mechanisms for retrieval.

An essential function of any agency is to have a standardized workflow, which allows you to see an ePCR through from start to finish. In this aspect, Elite shines; your ePCR is visible from dispatch to billing and outcome data. Because agencies have different workflows, Elite allows for many configurations (which can be accomplished by an administrator. Each incident can have a configured status set to it, can be marked as Finished, and can be Locked. These different settings can all be changed manually or can have automated tasks set to change them (based on configurable parameters). These different statuses and flags are tracked and viewable from the main incident list to the CQI module and through to Report Writer.

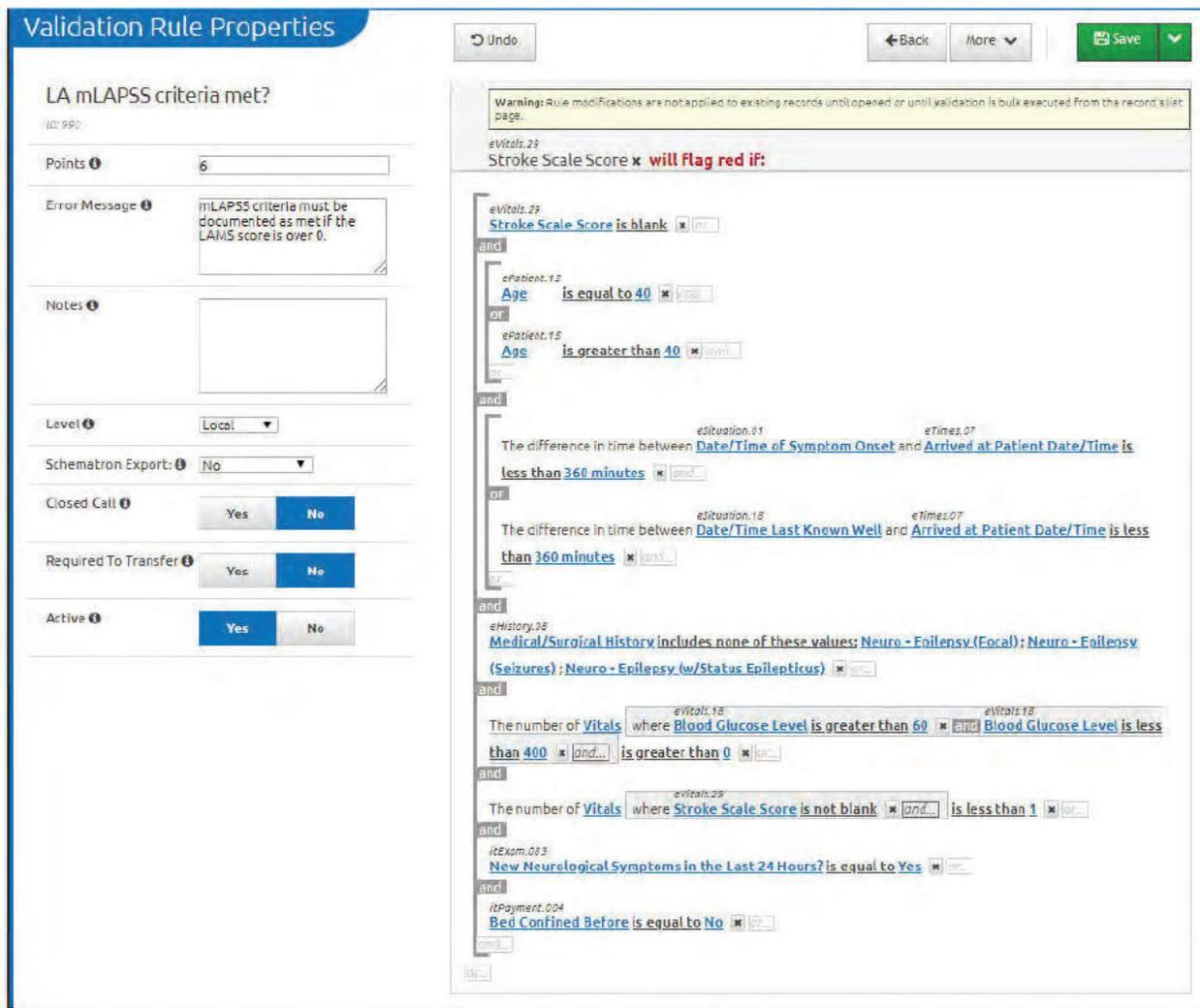


Figure 25. Agency specific validations can be built in the user interface by the System Administrator to incorporate several field conditions to apply before “flagging” a field red as required.

Rules can be as simple or complex as an administrator needs.

## › 6.4 Proposer Response to Specific Requirements

6.2.2: - Access to Elite requires user login credentials. A user name and password are required to log in to Elite. With proper permission access to patient care reports, Authorized users may access a pre-hospital care report. Elite does not currently have a public portal to request access to patient care reports, regardless of authorization from a patient. However, if LAFD utilizes a hospital EMR integration, the pre-hospital report would populate in the hospital EMR.

6.2.41 - ImageTrend can currently load user data from an outside source through an ImageTrend user import tool, however, we currently we do not expose this import tool in the user interface.

## 7.0 REPORTS

### > 7.2 Proposer Response to Requirements

Number	Reports Requirements	Priority	Response
	M = Must, S = Should, C= Could		
7.2.1	As an Authorized User, I can query every field of operational data (e.g., data entered by an EMS Provider), so that I can create reports utilizing all the data stored within the ePCR.	M	Y
7.2.2	As an Authorized User, I can be notified of the estimated time to run the query, so I can change the parameters of my query if the expected run time is too long.	M	N
7.2.3	As an Authorized User, I can export data from the ePCR in multiple formats (Access, Excel, and Text) for further analysis.	M	Y
7.2.4	As an Authorized User, I can run queries using "Wild cards", so that I can find the data I am searching for without having to search for an exact data match.	S	Y
7.2.5	As an Authorized User, I can run queries using a "String search", so that I can return the data I am searching for without having to search for an exact data match.	S	Y
7.2.6	As an Authorized User, I can run queries using phonetic matching or similar sound-alike algorithms, so that I can return the data I am searching for without having to search for an exact data match.	S	C
7.2.7	As an Authorized User, I can run queries using date ranges, so that I can return the data covering a specific time period.	M	Y
7.2.8	As an Authorized User, I can run queries using partial information in an operational data field, so that I can return the data I am searching for without having to search for an exact data match.	M	Y
7.2.9	As an Authorized User, I can run queries using any combination of operational data fields, so that I can return ePCR statistics based on multiple variables.	M	Y
7.2.10	As an Authorized User, I can run reports on available data without limitation on data set/date range.	M	Y
7.2.11	As an Authorized User, I can aggregate data elements found in records, so that with all relevant data, I can create comprehensive reports.	M	Y
7.2.12	As an Authorized User, I can schedule ePCR analysis reports to run automatically, so that I can avoid having to re-run similar reports multiple times.	M	Y
7.2.13	As an Authorized User, I can add additional information to ePCR reporting fields to associate the report with other ePCRS or to update an incorrect ePCR classification.	M	C
7.2.14	As an Authorized User, I can schedule the distribution of ePCR	M	Y

	analysis reports to a list of specified personnel, so that I can provide the reports to the Supervisors who need the information for trend or statistical analysis.		
7.2.15	As an Authorized User, I can add additional information to ePCR reporting fields to associate the report with other ePCRS or to update an incorrect ePCR classification.	M	C
7.2.16	As an EMS Battalion Captain, I can create Standard and Specialized reports, such as, but not limited to, creating a report on the use of controlled medications.	M	Y
7.2.17	As an EMS QA Analyst, I can create and run reports for common errors, such as, but not limited to, when a city or zip code is not documented, or transported patients that have no destination or pick up address listed.	M	Y
7.2.18	As an EMS QA Analyst, I run queries for Interfacility Transports.	M	Y
7.2.19	As an EMS QA Analyst, I can run queries on any status for incidents, such as, but not limited to “non– emergency”.	M	Y
7.2.20	As an EMS QA Analyst, I can run queries for incidents where the patient refused to or was unable to sign their consent.	M	Y
7.2.21	As an EMS QA Analyst, I can run queries for incidents where standby services requested was selected.	M	Y
7.2.22	As an EMS QA Analyst, I can run queries where data in the CAD does not match data in the ePCR, such as, but not limited to, unmatched destinations, Unit ID, or Incident address.	M	Y
7.2.23	As an EMS QA Analyst, I can run queries where the mileage from scene to hospital surpassed a designated threshold.	M	Y
7.2.24	As an EMS QA Analyst, I can set designated queries to be reviewed and reconciled before export to R1 RCM.	M	Y
7.2.25	As a Medical Director, I can create and format a report to follow the Utstein Guidelines.	M	Y
7.2.26	As a Pharmacist, I can generate weekly reports of controlled medication usage	M	Y
7.2.27	As a System Administrator, I can create reports to reconcile ePCRS captured against ePCRS sent to R1 RCM for billing.	M	Y
7.2.28	As a System Administrator, I can create audit log reports, such as, but not limited to, deleted ePCRS along with reason(s) for deletion.	S	C
7.2.29	As a System Administrator, I can create reports that provide statistical counts and totals, such as, but not limited to, reports on the total number of ePCRS created in year/date range, total of number of incidents, and ALS vs BLS calls.	M	Y

## › 7.3 Proposer General Response to Requirements

Report Writer is a proprietary reporting tool complete with over 150 pre-built reports capable of customization to save as a new, personalized report. Ad-hoc transactional reports are simple to build, and include NEMESIS or custom built questions in the available reportable fields. Users with access to Report Writer can adjust the grouping, sorting, and the layout of the report, while including criteria and/or filters to drill down further into the data with many operators to help define the criteria based on full or limited data. Reports can be scheduled to send, or export into several formats, be aggregated, can reconcile CAD incidents, report on controlled substances, etc. Report writing in Report Writer is endless with all of the fields and many criteria that can be applied to a report.

ImageTrend Visual Informatics is available to create tabular or graphical reports. This allows the user to create custom reports that can be easily consumed by many different stakeholders. The tabular reports work similarly to pivot tables for users that are familiar with excel. These types of reports are available only for incident data in the NEMESIS dataset and NFIRS. These reports can be saved and scheduled for later use.

ImageTrend Continuum is another reporting tool that can provide near real time alerts to LAFD, based upon different events that are specified by LAFD. LAFD could track overdoses as one example looking for trends in the data. Continuum allows LAFD to create dashboards and playlists that can be published to publically facing websites for anyone to view.

## › 7.4 Proposer Response to Specific Requirements

**7.2.2** - Currently the transactional reporting tool does not provide an estimated run time for the data query to return results. If it is a large query, ImageTrend would recommend using our Bulk Export tool in Report Writer to generate data while the user completes other tasks and can return later to the results. Another way to generate reports in the background would be to schedule reports to send directly to the recipient/s.

**7.2.6** - Report Writer has the ability to run reports that use regular expressions and wildcards (contains, begins with, ends with, contains all, contains any, or exact matches). At present though, ImageTrend does not support what are called SOUNDEX matching in our reporting products. LAFD may purchase a Data Mart to write your own SQL queries, if desired. ImageTrend welcomes a discussion regarding custom development to support SOUNDEX.

**7.2.13** - Elite allows for several different ways to link incidents to each other, or other events. ImageTrend would need to learn more about LAFD's workflow in order to make sure we can satisfy all of the requirements LAFD has around this question.

**7.2.15** - Elite allows for several different ways to link incidents to each other, or other events. ImageTrend would need to learn more about LAFD's workflow in order to make sure we can satisfy all of the requirements LAFD has around this question.

7.2.28 - ImageTrend currently tracks the user and timestamp of deleted ePCRs, but would need to add in the ability to prompt a reason prior to deletion. ImageTrend would need to build a report to expose this data to LAFD System Administrators.

## 8.0 COMPLIANCE

### > 8.2 Proposer Response to Requirements

Number	Compliance Requirements	Priority	Response
	M = Must, S = Should, C= Could		
8.2.1	CAIRS	M	Y
8.2.2	CARES	M	Y
8.2.3	California Emergency Medical Services Authority	M	Y
8.2.4	CMS	M	Y
8.2.5	EMS Billing (R1 RCM)	M	Y
8.2.6	HIPAA	M	Y
8.2.7	HL7(Pyxis)	M	C
8.2.8	LAFD Standards	M	Y
8.2.9	LEMSA (DHS)	M	Y
8.2.10	NEMESIS	M	Y
8.2.11	NFIRS	M	Y

### > 8.3 Proposer General Response to Requirements

Elite is compliant with NEMESIS national standards. Elite earned compliance with the LA DHS LEMSA in February of 2019, and we are proud to be one of the few vendors that is compliant with both national and LEMSA standards. As industry focus grows for more streamlined data, so does our product. Allowing our clients the ability to follow CARES standards with ImageTrend built validation rules will ensure that all required data collected is exportable. Additionally, Elite is compliant with the following data standards, CAIRS, California Emergency Medical Services Authority, CMS, EMS Billing, HIPAA and NFIRS.

### > 8.4 Proposer Response to Specific Requirements

8.2.7 - ImageTrend has previously completed HL7 integrations and is very familiar with sending HL7 data, however, we have never completed this specific integration with BD Pyxis. ImageTrend has started conversations with Pyxis around design specifications.

## 9.0 INTERFACES

### > 9.2 Proposer Response to Requirements

Number	Interfaces Requirements	Priority	Response
	M = Must, S = Should, C= Could		
9.2.1	California All Incident Reporting System (CAIRS)	M	Y
9.2.2	Cardiac Arrest Enhancement Survival Registry (CARES)	M	Y
9.2.3	Computer Aided Dispatch (CAD)	M	Y
9.2.4	Hospital Interface-Health Information Exchange	M	Y
9.2.5	R1 RCM (EMS Billing)	M	Y
9.2.6	Los Angeles County EMS Agency Interface-LEMSA (DHS)	M	Y
9.2.7	National Fire Incident Reporting (NFIRS)-EMS	M	Y
9.2.8	PowerBI	M	Y
9.2.9	Pyxis	M	C

### > 9.3 Proposer General Response to Requirements

Elite currently interfaces with the following products/vendors: ImageTrend reports to CAIRS with many customers including but not limited to, Cal-Fire; CARES is set up with an automated export to send the data that applies without any human interaction; ImageTrend integrates with over 50 CAD vendors; HIH works to integrate the ePCR patient records fields directly into the EHR system; automated billing exports follow pre-defined criteria to export the billable runs to either a secure FTP site, or directly through the billing product's web service to then automate incident workflow notifying administrators the incident has been exported for billing. Elite has created a method for incidents to be exported automatically from Elite to DHS's system. NFIRS exports can be manually generated to create the file, downloaded, and then sent to NFIRS or CAIRS. Power BI can be connected to an Elite external Data Mart. Several large customers use the Data Mart with near real time sync rates. While ImageTrend has not completed an integration with Pyxis we have been in contact and exchanged design documentation. Ongoing conversations and a Statement of Understanding will be required to make sure the design meets LAFD's needed workflow.

### > 9.4 Proposer Response to Specific Requirements

9.2.9 - ImageTrend has previously completed HL7 integrations and is familiar with sending HL7 data, however, we have not completed this specific integration with BD Pyxis. ImageTrend has started conversations with Pyxis around design specifications.

# 10.0 MEDICAL DEVICES

## > 10.2 Proposer Response to Requirements

Number	Medical Devices Requirements	Priority	Response
	M = Must, S = Should, C= Could		
10.2.1	AED	M	Y
10.2.2	EKG/ECG	M	Y
10.2.3	iSTAT Point-of-Care blood analyzer	M	C

## > 10.3 Proposer General Response to Requirements

Elite integrates with Zoll, Physio and Philips EKG monitors via hard-wire, Bluetooth or Cloud integrations. Philips AED integrations are also available via infra-red transmission. ImageTrend has long standing relationships with the above mentioned device companies. ImageTrend has been in contact with Abbott about the i-STAT device. i-STAT does have a method of transmitting data, but requires receiving software that is not part of the PCR or EMR. ImageTrend would be happy to continue this conversation with a Statement of Understanding to determine where the data would be accessible.

## > 10.4 Proposer Response to Specific Requirements

10.2.3 - In conversations with Abbott Point of Care, ImageTrend was informed that they do integrate with HL7 data, but would work in conjunction with a point of care data management software. ImageTrend is open to further investigation of what point of care software would be required to move this integration forward.

# 11.0 TELEMEDICINE

## > 11.2 Proposer Response to Requirements

Number	Telemedicine Requirements	Priority	Response
	M = Must, S = Should, C= Could		
11.2.1	As an EMS Provider, I can use video conference through the ePCR device.	S	Y
11.2.2	As an EMS Provider, I can use the ePCR to document that a telemedicine conference has occurred.	S	Y
11.2.3	As an EMS Provider, I can attach audio/visual recordings of a telemedicine conference to the ePCR.	C	Y
11.2.4	As a Medical Director, I can query ePCRs for where telemedicine conferences have taken place.	C	Y
11.2.5	As a Medical Director, I can review telemedicine conferences.	C	Y

## > 11.3 Proposer General Response to Requirements

Elite is well-positioned to achieve LAFD’s goals in utilizing telemedicine technologies. Elite allows for integration into various videoconferencing platforms. Currently, Houston Fire Department’s Elite system is working in conjunction with their ETHAN telemedicine project. Elite provides the documentation to assist in initiating a consultation. Data is transmitted from Elite to the ETHAN EMR. In addition to the above successful deployment, ImageTrend is actively working with Microsoft to integrate their Teams for Healthcare program into Elite.

ImageTrend believes that video teleconferencing can be accessed by devices used in conjunction with Elite. Teleconference data can be documented in the ePCR using fields or supplemental questions (custom questions), along with attaching audio or video files to the ePCR for later download and review. All incidents where teleconferences occurred will be reportable.

## > 11.4 Proposer Response to Specific Requirements

ImageTrend has no response to specific requirements for this section as we were able to fully meet the functionality requirements as outlined and marked “Yes” for every item.

# REQUIRED COMPLIANCE DOCUMENTS TO BE SUBMITTED IN RFP



**BUSINESS LOCATIONS AND WORKFORCE INFORMATION**

On January 7, 1982, the City Council adopted a new policy directing City Departments (and the City Administrative Officer) to report headquarters addresses of all businesses or individuals seeking City contracts and the percentage of their workforce residing in the City of Los Angeles. The purpose of this form is to assure compliance with these requirements.

Date 8/14/2019

Proposer's Name (Legal Name of Entity) ImageTrend, Inc.

Headquarters of Firm (Street Address) 20855 Kensington Blvd

City Lakeville State MN Zip Code 55044

Contact Person Michael J. McBrady Email proposals@imagetrend.com

Telephone 952-469-1589 Fax 952-985-5671

Total Workforce 183

Address of Any Branch Office(s) Located Within the City of Los Angeles

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Workforce in Each Los Angeles Branch Office(s) N/A

Percentage of Workforce in Each Los Angeles Branch Office(s) Residing in the City of Los Angeles 0%

Total Workforce Residing in the City of Los Angeles N/A

Percentage of Total Workforce Residing in the City of Los Angeles 0%

**NON-COLLUSION AFFIDAVIT**

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

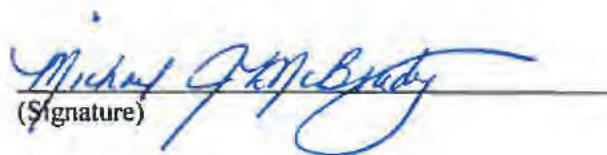
I, Michael J. McBrady, depose and say that I am  
President & CEO of ImageTrend, Inc., 20855 Kensington Blvd., Lakeville, MN 55044  
("President," "Vice-President," etc.) (Insert Name and Address of Organization)

who submits this proposal to the City of Los Angeles, City Attorney's Office, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: August 14, 2019 at Lakeville, MN 55044  
(Month, Day, Year) (City, State)

(Corporate Seal)

I certify under penalty of perjury that the foregoing is correct.

  
(Signature)

City of Los Angeles

**CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS**

**This document must be returned with the Proposal/Bid Response**

The undersigned hereby agrees that ImageTrend, Inc. will:  
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.

I declare under penalty of perjury that the foregoing is true and was executed at:

Lakeville/United States/Minnesota

City/County/State

8/14/2019

Date

ImageTrend, Inc. 20855 Kensington Blvd, Lakeville, MN 55044  
Name of Business Address

Michael J. McBrady Michael J. McBrady  
Signature of Authorized Officer or Representative Print Name

President/CEO 952-469-1589  
Title Telephone Number



## LWO –DEPARTMENTAL EXEMPTION APPLICATION

### EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL

**This application for exemption must be submitted along with your bid or proposal to the AWARDING DEPARTMENT. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

#### TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: ImageTrend, Inc. Phone Number: 952-469-1589
2. Company Address: 20855 Kensington Blvd, Lakeville, MN 55044
3. Are you a Subcontractor?  Yes  No If YES, state the name of your Prime Contractor: \_\_\_\_\_
4. Type of Service Provided Software

#### EXEMPTION INFORMATION:

CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> <b>501(c)(3) Non-Profit Organizations:</b> <ul style="list-style-type: none"> <li>▪ A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee.</li> <li>▪ The exemption is valid for all employees except Child Care Workers.</li> <li>▪ Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits.</li> <li>▪ Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under."</li> <li>▪ This is read broadly so that the term would include, for example, tutors working with children 12 or under.</li> </ul>	<ol style="list-style-type: none"> <li>1. ATTACH a copy of your 501(c)(3) letter from the IRS.</li> <li>2. ANSWER the following questions:               <ol style="list-style-type: none"> <li>A. STATE the hourly wage of HIGHEST paid employee in the organization: \$ _____</li> <li>B. STATE the hourly wage of LOWEST paid employee in the organization: \$ _____</li> <li>C. MULTIPLY B by 8: \$ <u>0</u></li> </ol> </li> <li>3. Based on Question 2 above, is A less than C?  <input type="checkbox"/> YES <input type="checkbox"/> NO                If NO, your company is NOT eligible for an exemption. If YES, sign and submit this application for final approval.</li> <li>4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement?  <input type="checkbox"/> YES <input type="checkbox"/> NO</li> <li>5. Fill &amp; Submit LW-18 Subcontractor Information Form.</li> </ol>
<input type="checkbox"/> <b>One-Person Contractors:</b> Contractors that have no employees are exempt from the LWO. If you have employees in the future, you must comply with the Ordinance.	Fill and Submit the LW-18 Form.

I declare under penalty of perjury under the laws of the State of California that: (1) I am authorized to bind the entity listed above; (2) the information provided on this form is true and correct to the best of my knowledge; and (3) the entity qualifies for exemption from the LWO on the basis indicated above. By signing below, I further agree that should the entity listed above cease to qualify for an exemption because of a change in salary structure, non-profit status, the hiring of employees, or any other reason, the entity will notify the Awarding Department and the OCC of such change and comply with the LWO's wage and time off requirements.

Michael J. McBrady

Print Name of Person Completing This Form

President/CEO 952-469-1589

Title Phone #

Michael J. McBrady  
Signature of Person Completing This Form

8/14/2019

Date

**ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR**

#### AWARDING DEPARTMENT USE ONLY:

Dept: \_\_\_\_\_ Dept Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_ Contract #: \_\_\_\_\_

Approved / Not Approved – Reason: \_\_\_\_\_

By Analyst: \_\_\_\_\_ Date: \_\_\_\_\_

City of Los Angeles  
 Department of Public Works  
 Bureau of Contract Administration  
 Office of Contract Compliance  
 1149 S Broadway, Suite 300, Los Angeles, CA 90015  
 Phone (213) 847-2625 E-mail [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org)

**EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT**

Prime contractors must certify compliance with Los Angeles Administrative Code (LACC) Section 10 8.2.1 et seq prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO)

**SECTION 1. CONTACT INFORMATION**

BAVN Company Id 25069 EIN/TIN 41-1903871  
 Company Name ImageTrend, Inc  
 Company Address 20855 Kensington Blvd  
 City Lakeville State MN Zip 55044  
 Contact Person Michael McBrady Phone 952-469-1589 E-mail mmcbrady@imagerend.com  
 Approximate Number of Employees in the United States 183  
 Approximate Number of Employees in the City of Los Angeles 0

**SECTION 2. EBO REQUIREMENTS**

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract, and
- B. The Contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

**"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."**

**SECTION 3. COMPLIANCE OPTIONS**

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- I have no employees
- I provide no benefits
- I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- I provide equal benefits as required by the City of Los Angeles EBO.
- I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date):

Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

### **FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT**

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Economic and Workforce Development Department.
2. Interview qualified individuals referred by the City's referral resources, and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

### **DECLARATION UNDER PENALTY OF PERJURY**

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance. Furthermore, I understand that failure to comply may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract, monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

### **TERMS OF ACCEPTANCE AND SIGNATURE:**

I, Michael McBrady, the requestor for this "EBO/FSHO Affidavit", warrant the truthfulness of the information provided in the document.

**Electronic Signature:\***

Michael

*First name*

McBrady

*Last name*

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

**Execution of document by E-signature.** By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

BAVN-EBO/FSHO (02/2017)

## CITY OF LOS ANGELES - DISCLOSURE ORDINANCES

This Affidavit must only be submitted once on LABAVN ([www.labavn.org](http://www.labavn.org)), but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding this Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacity.org/index.cfm>. Phone: (213) 847-2625. E-mail: [bca.eeoc@lacity.org](mailto:bca.eeoc@lacity.org).

I, Michael McBrady am authorized to bind contractually the Company identified below

2 Information about the Company entering into a Contract with the City is as follows

<u>25069</u> BAVN Company Id	<u>41-1903871</u> EIN/TIN		
<u>ImageTrend, Inc</u> Company Name			
<u>20855 Kensington Blvd</u> Street Address	<u>Lakeville</u> City	<u>MN</u> State	<u>55044</u> Zip
<u>952-469-1589</u> Phone	<u>mimbrady@imagetrend.com</u> Email		

3 The company came into existence in 1998 (year)

4 The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that (mark only the option(s) that apply)

- The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
- The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. A description of the nature of that Participation, Investment, or Profit is required and should be sent to [bca.eeoc@lacity.org](mailto:bca.eeoc@lacity.org).
- The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. A list of names of any Enslaved Persons or Slaveholders under the Policies is required and should be sent to [bca.eeoc@lacity.org](mailto:bca.eeoc@lacity.org).

5 The Person/Company has searched its records for information relating and based on that research, the Person/Company represents that (mark only the option(s) that apply)

- The Person/Company found no records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017.
- The Person/Company found records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017. A description of the nature of that participation is required and should be sent to [bca.eeoc@lacity.org](mailto:bca.eeoc@lacity.org).

6 The Person/Company has searched its records for information relating and based on that research, the Person/Company represents that (mark only the option(s) that apply)

- The Person found no records that the Company and its Subsidiaries, if any, have participated in contracts or sponsorships with the National Rifle Association.
- The Person found records that the Company and its Subsidiaries, if any, have participated in contracts or sponsorships with the National Rifle Association. A description of the nature of that participation is required and should be sent to [bca.eeoc@lacity.org](mailto:bca.eeoc@lacity.org).

**TERMS OF ACCEPTANCE AND SIGNATURE:**

I, Michael McBrady, the requestor for this "DO Affidavit", warrant the truthfulness of the information provided in the document.

**Electronic Signature:**

Michael McBrady

*Signature*

07 August, 2019

*Date*

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

**Execution of document by E-signature.** By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

**DEFINITIONS**

**Affidavit** means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

**Company** means any person, firm, corporation, partnership or combination of these.

**Contract** means any agreement, franchise, lease or concession (including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

**Enslaved Person** means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

**Investment** means to make use of an Enslaved Person for future benefits or advantages.

**Participation** means having been a Slaveholder during the Slavery Era.

**Predecessor Company** means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

**Profits** means any economic advantage or financial benefit derived from the use of Enslaved Persons.

**Slavery** means the practice of owning Enslaved Persons.

**Slavery Era** means that period of time in the United States of America prior to 1865.

**Slaveholder** means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

**Slaveholder Insurance Policies** means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

BAVN-DO (02/2019)

**CITY OF LOS ANGELES  
RESPONSIBILITY QUESTIONNAIRE**

**RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.**

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

**A. CONTACT INFORMATION****CITY DEPARTMENT INFORMATION**

City of Los Angeles	Carr Oduro	213-922-7761
City Department/Division Awarding Contract	City Contact Person	Phone

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

City Bid or Contract Number (if applicable) and Project Title

**BIDDER/CONTRACTOR INFORMATION**

ImageTrend, Inc.

Bidder/Proposer Business Name

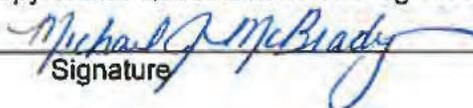
20855 Kensington Blvd	Lakeville	MN	55044
Street Address	City	State	Zip
Michael J. McBrady President/CEO	952-469-1589	952-985-5671	
Contact Person, Title	Phone	Fax	

**TYPE OF SUBMISSION:**

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
- An update of a prior Questionnaire dated \_\_\_\_/\_\_\_\_/\_\_\_\_.
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated \_\_\_\_/\_\_\_\_/\_\_\_\_ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Michael J. McBrady President/CEO  
Print Name, Title

  
Signature

08/14/2019  
Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 7

**B. BUSINESS ORGANIZATION/STRUCTURE**

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

**Corporation:** Date incorporated: 03 / 11 / 1998 State of incorporation: MN

List the corporation's current officers.

President: Michael J. McBrady

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

\_\_\_\_\_  
\_\_\_\_\_

**Limited Liability Company:** Date of formation: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List members who own 5% or more of the company. Use Attachment A if more space is needed.

\_\_\_\_\_  
\_\_\_\_\_

**Partnership:** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List all partners in your firm. Use Attachment A if more space is needed.

\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship:** Date started: \_\_\_\_/\_\_\_\_/\_\_\_\_

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture:** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

\_\_\_\_\_  
\_\_\_\_\_

**C. OWNERSHIP AND NAME CHANGES**

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

Yes     No

If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

Yes     No

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

Yes     No

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

Yes     No

If **Yes**, list on Attachment A the name of the corporation or partnership that actually holds the license.

**Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.**

**The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [ CPCC §20101(a) ]**

**D. FINANCIAL RESOURCES AND RESPONSIBILITY**

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?  
 Yes     No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?  
 Yes     No

If Yes, explain the circumstances on Attachment B.

**E. PERFORMANCE HISTORY**

7. How many years has your firm been in business?    21 Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?  
 Yes     No

If Yes, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.  
 Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?  
 Yes     No

If Yes, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?  
 Yes     No

If Yes, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?  
 Yes     No

If Yes, explain on Attachment B the circumstances surrounding each instance.

**F. DISPUTES**

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

**Yes**     **No**

(b) Work performance on a contract?

**Yes**     **No**

(c) Employment-related litigation brought by an employee?

**Yes**     **No**

14. Does your firm have any outstanding judgements pending against it?

**Yes**     **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

**Yes**     **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

**G. COMPLIANCE**

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

**Yes**     **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

**Yes**     **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

**H. BUSINESS INTEGRITY**

19. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check Yes to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

Yes  No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

Yes  No

(c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

Yes  No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance.

**CERTIFICATION UNDER PENALTY OF PERJURY**

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Michael J. McBrady, *President*  
 Print Name, Title

*Michael J. McBrady*  
 Signature

08/14/2019  
 Date

**PAGE 249 HAS BEEN REDACTED.**

**ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16**

Check **Yes** in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

**FEDERAL ENTITIES****Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

**Federal Department of Justice**

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

**Federal Department of Housing and Urban Development (HUD)**

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

**Federal Environmental Protection Agency**

- Environmental Protection Act

**National Labor Relations Board**

- National Labor Relations Act

**Federal Equal Employment Opportunity Commission**

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

**STATE ENTITIES****California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

**California's Department of Fair Employment and Housing**

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

**California Department of Consumer Affairs**

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors' State Licensing Board

**California's Department of Justice****LOCAL ENTITIES**

**City of Los Angeles** or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

**OTHERS**

**Any other federal, state, local governmental entity** for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

**SCHEDULE A  
CITY OF LOS ANGELES MBE/WBE/SBE/EBE/DVBE/OBE  
SUBCONTRACTORS INFORMATION FORM**

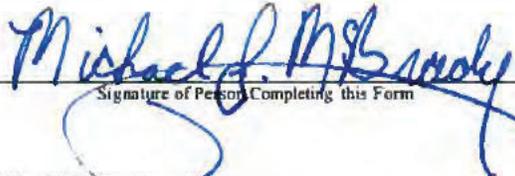
(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

<b>Project Title</b> RFP: Electronic Patient Care Reporting System for the Los Angeles Fire Department No. 2019-38-003
--

<b>Proposer</b> ImageTrend, Inc.	<b>Address</b> 20855 Kensington Blvd. Lakeville, MN 55044
<b>Contact Person</b> Michael J. McBrady	<b>Phone/Fax</b> Phone: 952-469-1589 Fax: 952-985-5671

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/SBE/EBE/DVBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$0	0%
TOTAL WBE AMOUNT	\$0	0%
TOTAL SBE AMOUNT	\$0	0%
TOTAL EBE AMOUNT	\$0	0%
TOTAL DVBE AMOUNT	\$0	0%
TOTAL OBE AMOUNT	\$0	0%
BASE BID AMOUNT	\$0	



Signature of Person Completing this Form

Michael J. McBrady

Printed Name of Person Completing this Form

President/CEO

---

Title

8/14/2019

---

Date

**MUST BE SUBMITTED WITH PROPOSAL**

Rev. 07/01/11 (Citywide RFP – BAVN BIP)

# EXHIBIT 9: LOCAL BUSINESS PREFERENCE PROGRAM

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



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

# Bidder Certification CEC Form 50

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

Original filing     Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

<b>Bid/Contract/BAVN Number:</b> RFP. No. 2019-38-003	<b>Awarding Authority (Department):</b> City of Los Angeles Fire Department
--	--

<b>Name of Bidder:</b> ImageTrend, Inc.	<b>Phone:</b> 952-469-1589
--	-------------------------------

**Address:**  
20855 Kensington Blvd, Lakeville, MN 55044

**Email:**  
proposals@imagnetrend.com

**CERTIFICATION**

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

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

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

Date: 8/14/2019

Signature: *Michael J. McBrady*

Name: Michael J. McBrady

Title: President/CEO



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

# Prohibited Contributors (Bidders) Form 55

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

Original filing  Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

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

RFP No. 2019-38-003

**Date Bid Submitted:**

8/14/2019

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

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

**City Department Awarding the Contract:**

City of Los Angeles Fire Department

## BIDDER INFORMATION

Name: ImageTrend, Inc.

Address: 20855 Kensington Blvd Lakeville, MN 55044

Email: proposals@imagetrend.com

Phone: 952-469-1589

## SCHEDULE SUMMARY

*Please complete all three of the following:*

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

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

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

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

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

## BIDDER'S CERTIFICATION

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

Date: 8/14/2019

Signature: *Michael J. McBrady*

Name: Michael J. McBrady

Title: President/CEO



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

# Prohibited Contributors (Bidders) Form 55

## SCHEDULE A — BIDDER'S PRINCIPALS

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

Check this box if additional Schedule A pages are attached.

Name: Michael J. McBrady Title: President/CEO

Address: 20855 Kensington Blvd, Lakeville, MN 55044

Name: Joseph T. Graw Title: President/CEO

Address: 20855 Kensington Blvd, Lakeville, MN 55044

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

# IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

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

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

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

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

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

### OPTION #1: CERTIFICATION

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

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

### OPTION #2: EXEMPTION

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

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

## **ATTACHMENT D**

### **QUOTE**

**Prepared For**

**Bill To**

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

Same

Salesperson	Quote Number	Date
Joe Robinson, Account Executive, (414) 614-3884 jrobinson@imagetrend.com	201218v13	18-Dec-20

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

Prepared By: Joe Robinson (414) 614-3884

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

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

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

- This proposal is valid for 180 days.

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

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

**ATTACHMENT E**

**CITY TRAVEL POLICY**

## 1.8 TRAVEL

### 1.8.1 Overview and General Guidelines

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

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

General guidelines:

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

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

---

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

## **1.8.2 Terms and Definitions**

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

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

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

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

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

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

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

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

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

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

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

### **1.8.3 Controller Responsibilities**

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

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

### **1.8.4 Department Responsibilities**

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

Department Heads shall designate a Department Travel Coordinator who will:

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

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

### **1.8.5 Documenting and Approving Travel Plans (Travel Authorities)**

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

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

### **1.8.6 Other Required Approvals and Notifications**

#### **A. Travel for Department Heads and Commissioners**

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

## **B. Travel to Sacramento or Washington D.C.**

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

## **C. Travel Related to Advocacy and Intergovernmental Relations**

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

## **D. Foreign Travel involving more than one City Commissioner**

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

### **1.8.7 Transportation Expenses**

#### **A. Transportation Selection Criteria**

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

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

## **B. Airline Travel**

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

Travelers should do the following to avoid paying higher airfares:

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

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

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

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

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

---

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

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

- 1) Private automobile
  - a) Travelers operating the vehicle must have a valid driver's license and comply with LAAC section 4.232 insurance requirements.
  - b) Documentation of miles traveled, such as a map print-out with the number of miles is required.
  - c) Reimbursement for private automobile use shall be in accordance with the mileage provisions under the LAAC Division 4, Chapter 5, Article 2.
  - d) Reimbursement for use of a personal automobile will be payable to only one employee when traveling together with other employees on the same trip and in the same vehicle.
  - e) Reimbursement is not allowable if the traveler already receives a car allowance or any type of vehicle subsidy from the City on a regular basis through payroll.
  - f) Travel mileage should be claimed on the PES and not on the mileage reimbursement form.
  
- 2) Automobile rental
  - a) Travelers should select a mid-size or smaller rental car
  - b) Domestic rental car insurance is not reimbursable. Expenses arising from auto accidents will be reimbursed by the City through the self-insurance program. Travelers should consult with the City Administrative Officer (CAO) Risk Management Section for additional guidance.
  - c) For foreign travel, travelers should purchase that country's liability insurance from a reliable source.
  - d) Receipts are required for reimbursement of rental car, gasoline, parking, and toll expenses. If receipts for toll and/or parking meter expenses are not available, provide printouts from official websites, credit card receipts, or other appropriate documentation.
  - e) Travelers must fill the gas tank before returning a rental vehicle to avoid fuel surcharges.
  - f) Add-ons (e.g., GPS device) or other rental fees are not reimbursable expenses.

### **1.8.8 Per Diem Expenses (Lodging, Meals and Incidentals)**

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

#### **A. Lodging/Hotel**

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

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

## **B. Meals and Incidental Expenses (M&IE)**

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

The applicable federal per diem rates are as follow:

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

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

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

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

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

**M&IE Reimbursement Methods for Travel with Overnight Lodging**

**Selected Reimbursement Method (1, 2 or 3) must be used for the entire trip**

<b>Methodology</b>	<b>Receipts Required</b>	<b>Reimbursement Cap at Destination</b>	<b>Prorated Reimbursement Cap for Travel Day/Conference Provided Meal<sup>(1)</sup>/"50-mile" Rule Exceptions</b>	<b>Exception: Full Reimbursement Cap for Travel Day/Conference Provided Meal <sup>(2)</sup></b>
Method 1: Federal Per Diem	No	Reimburse at federal per diem amount for destination	75% proration of federal per diem amount	No exceptions allowed
Method 2: Actual costs capped at federal per diem	Yes	Reimburse actual costs <i>up to</i> federal per diem amount for destination	Reimburse actual costs <i>up to</i> 75% of federal per diem amount for destination	Reimburse actual costs <i>up to</i> full federal per diem amount for destination
Method 3: Actual costs capped at \$60/day	Yes	Reimburse actual costs <i>up to</i> \$60 per day	Reimburse actual costs <i>up to</i> \$45 per day	Reimburse actual costs <i>up to</i> \$60 per day

(1) Hotel complimentary breakfasts do not constitute a meal.

(2) Exceptions to proration for travel days may be granted for full days spent at destination or in transit. Exceptions to proration for conference-provided meals may be granted if conference cannot accommodate medical or religious restrictions.

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

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

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

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

The following guidelines apply to one-day meal reimbursements:

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

### 1.8.9 Other Travel Expenses

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

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

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

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

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

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

#### **1.8.10 Special Circumstances Requiring Exceptions to Standard Guidelines**

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

---

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

#### **A. Airline Travel**

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

#### **B. Alternate Modes of Transportation**

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

#### **C. Lodging/Hotel**

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

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

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

#### **D. Other Travel Expenses**

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

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

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

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

#### **1.8.11 Interrupted and Indirect Travel**

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

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

#### **1.8.12 Personal Expense Statement (PES) and Required Documentation**

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

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

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

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

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

### **1.8.13 Foreign Currency**

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

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

### **1.8.14 Travel Advances**

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

---

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

### **1.8.15 Travel Reimbursements Reported As Taxable Income**

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

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

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

### 1.8.16 Related Resources

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

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

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

**ATTACHMENT F**

**BUSINESS ASSOCIATE AGREEMENT**

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

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

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

**RECITALS**

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

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

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

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

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

## BUSINESS ASSOCIATE AGREEMENT

Page 2 of 14

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

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

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

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

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

### A. **DEFINITIONS**

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

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

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

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

## BUSINESS ASSOCIATE AGREEMENT

Page 4 of 14

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

### **B. DISCLOSURE OF PHI TO BUSINESS ASSOCIATE**

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

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

### **C. OBLIGATIONS OF COVERED ENTITY**

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

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

**D. OBLIGATIONS OF BUSINESS ASSOCIATE**

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

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

## BUSINESS ASSOCIATE AGREEMENT

Page 6 of 14

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

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

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

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

## BUSINESS ASSOCIATE AGREEMENT

Page 8 of 14

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

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

### E. TERM AND TERMINATION

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

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

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

3. Effect of Termination.

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

(b) In the event that BA determines that returning or destroying the PHI is infeasible, BA shall provide to CE written notification of the conditions that make return or destruction infeasible. Upon discovering that return or destruction of PHI is infeasible, BA shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as BA maintains such PHI.

F. MISCELLANEOUS

1. Indemnification.

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

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

BUSINESS ASSOCIATE AGREEMENT

Page 10 of 14

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

If to Covered Entity (for Breach Notification):

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

If to Covered Entity LAFD (For all other Matters)

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

And:

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

And:

If to Business Associate:

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

6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow CE to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of California, without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary; however, CE retains the right to assign or delegate any of its rights or obligations hereunder to any City department or office in a manner consistent with the HIPAA Rules. Assignments made in violation of this provision are null and void.
9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.

## BUSINESS ASSOCIATE AGREEMENT

Page 12 of 14

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

BUSINESS ASSOCIATE AGREEMENT

Page 13 of 14

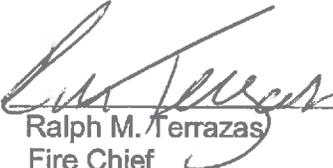
17. Use of Multiple Signature Pages, Facsimile, Scanned and Digital Pen Signatures. This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which, when executed, shall be deemed to be an original but all of which, taken together, shall constitute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

[SIGNATURE PAGE FOLLOWS]

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

For: THE CITY OF LOS ANGELES

DATE: 4/20/2020

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

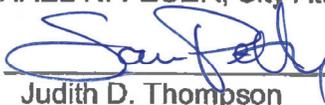
For: IMAGETREND, INC.

DATE: \_\_\_\_\_

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

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney For JT

By:   
Judith D. Thompson  
Deputy City Attorney

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

DATE: Apr 16, 2020

DATE: 4/30/2020

ATTESTED:  
HOLLY L. WOLCOTT, City Clerk

By:    
Deputy City Clerk 4/30/20

NOTE: If Contractor is a corporation, two signatures are required.  
\* The signature of President, Chairman of the Board, or Vice President is required here; and  
\*\* An additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

Agreement Number: C-135521

## **ATTACHMENT G**

### **HUMAN CAPITAL MANAGEMENT INTEGRATION**



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

**Prepared For**

Joe Robinson  
Tori Koistinen

**Prepared By**

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

## Background

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

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

## Value Proposition

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

## Technical Requirements currently know

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

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

## 2. ImageTrend Xchange API

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

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

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

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

**Next Steps:**

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

**ATTACHMENT H**

**DATA EXCHANGE AUTHORIZATION**

## ATTACHMENT H - DATA EXCHANGE AUTHORIZATION

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

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

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

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

Description	Quote Description	Data Source	Data Destination
<b>CARES Distribution</b>	Incidents matching specific criteria for cardiac arrests can automatically be sent to a CARES (Cardiac Arrest Registry to Enhance Survival) endpoint. NOTE: Legacy Data Migration is not included, but is available for an additional cost.	ImageTrend at Lakeville, Minnesota 55044	CARES

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

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

The Parties hereby agree to this Data Exchange Authorization:

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

**Client**

---

**ImageTrend**

---

Signature:

---

Signature:

---

Print Name:

---

Print Name:

---

Title:

---

Title:

---

Date:

---

Date:

---