

Electronic Patient Health Information (ePHI) Data Export Agreement

This Agreement, by and between ImageTrend, Inc. (hereinafter "ImageTrend"), a Minnesota Corporation located at 20855 Kensington Blvd., Lakeville, MN 55044, and the City of North Port, Florida, Fire Rescue District (hereinafter "Data Owner") located at 4980 City Center Blvd, North Port, FL 34286, authorizes transmission of electronic patient health information (ePHI) data to Intermedix (hereinafter "Transferee") located at 6451 N Federal Highway, Suite 1000, Ft. Lauderdale, FL 33308.

WHEREAS, on June 19, 2018 ImageTrend and the Data Owner entered into Software Licensing Agreement Contract No.: 316892, for ImageTrend to provide a non-exclusive license for the use of its Firehouse Software system to the Data Owner; and

WHEREAS, Transferee can provide billing services to the Data Owner through the Data Owner's contract with ImageTrend by authorizing ImageTrend to share the Data Owner's ePHI data with Transferee; and

WHEREAS, the Data Owner authorizes ImageTrend to share the Data Owner's ePHI data with Transferee pursuant to the terms and conditions provided herein.

NOW THEREFORE, the parties hereby agree as follows:

1. Data Export Purpose

The purpose of this Agreement is to authorize ImageTrend to provide access to Data Owner's ePHI data to Transferee in order for Transferee to provide Data Owner with billing services within the scope of Transferee and Data Owner's separate services agreement.

2. Data Export Set Up

Upon execution of this Agreement ImageTrend will electronically transmit the data identified by the Data Owner in the Data Owner ImageTrend software system, as configured and controlled by Data Owner by specifying the data included in the exported document.

3. Authorization

Data Owner authorizes ImageTrend to disclose and transmit to Transferee the Identified Data and any other data reasonably necessary for Transferee to provide Data Owner with the billing services described in Section 1 of this Agreement. This Agreement modifies any prior agreements of the parties only to the extent necessary to carry out this Agreement and does not otherwise change the terms of any prior agreements between the parties.

4. Term and Termination

This Agreement will become effective upon execution by the City Commission of the City of North Port, Florida, serving as the governing body of the North Port Fire Rescue District and will automatically renew annually unless terminated. Either party may terminate this Agreement with or without cause by giving not less than thirty (30) calendar days written notice of termination to the other party.

5. Governing Law/Venue

The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the

enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.

6. Public Records Law

In accordance with Florida Statutes, Section 119.0701, ImageTrend must comply with all public records laws, and will specifically:

- A. Keep and maintain public records required by Data Owner to perform this Agreement.
 - i. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - ii. "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the Data Owner. ImageTrend's records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Agreement.
- B. Upon request from the Data Owner's custodian of public records, provide the Data Owner, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the Data Owner, upon request from the Data Owner's custodian of public records, in a format that is compatible with the information technology systems of the Data Owner.
- C. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, if ImageTrend does not transfer the records to the Data Owner following completion of the Agreement, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- D. Upon completion of the Agreement, transfer, at no cost, to the Data Owner all public records in ImageTrend's possession or keep and maintain public records required by the Data Owner to perform the service. If ImageTrend transfers all public records to the Data Owner upon completion of the Agreement, ImageTrend shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ImageTrend keeps and maintains public records upon the completion of the Agreement, ImageTrend shall meet all applicable requirements for retaining public records.
- E. **IF IMAGETREND HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO IMAGETREND'S DUTY TO PROVIDE**

PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7056 OR HOTLINE (941) 429-7270; E-MAIL: kpeto@cityofnorthport.com.

7. Indemnification

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, IMAGETREND SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE DATA OWNER, ITS COMMISSIONERS, OFFICERS, AGENTS AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER SUCH FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLIGENCE OR OMISSIONS OF IMAGETREND, OR IMAGETREND'S OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUB-CONSULTANTS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY IMAGETREND IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THIS AGREEMENT. THIS AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE DATA OWNER OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.
- B. THE DATA OWNER SHALL PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT IMAGETREND MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE DATA OWNER SHALL PROMPTLY NOTIFY IMAGETREND IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS AGREEMENT.
- C. THIS AGREEMENT FOR INDEMNIFICATION SURVIVES TERMINATION OR COMPLETION OF THE AGREEMENT. IN ANY PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY SHALL BE REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS).
- D. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES, AND IMMUNITIES OF THE DATA OWNER AS SET FORTH IN FLORIDA STATUTES, SECTION 768.28.
- E. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.

8. Assignment

Neither party shall assign this Agreement or its rights hereunder without the prior written consent of the other party.

9. Amendment

This Agreement constitutes the sole and complete understanding between the parties and supersedes all other agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

10. Notice

All notices and other communications required or permitted to be given under this Agreement must be in writing and must be personally served or mailed, postage prepaid and addressed to the respective parties as follows:

To ImageTrend:

To Data Owner: Fire Rescue District
Fire Rescue Chief
4980 City Center Boulevard
North Port, FL 32486

With copy of Notices
and Demands to: City of North Port
City Attorney's Office
4970 City Hall Boulevard
North Port, FL 34286

11. Nondiscrimination

The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. ImageTrend will not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

12. No Agency

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the parties, it being understood and agreed that no provision contained herein, or any acts of the parties shall be deemed to create any relationship between them other than that as detailed herein.

13. Severability

Should any provision of this Agreement be decided by the courts to be illegal, invalid, or conflict with any law, the validity of the remaining portions or provisions of this Agreement shall not be affected thereby.

14. Headings

The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Agreement and do not affect its construction.

15. Complete Agreement

This Agreement contains and embodies all the representations, covenants, and promises made by the parties. Except as otherwise provided herein, no modifications or amendments to this Agreement shall be valid unless in writing and executed by the parties.

The parties have read, understand, and have authority to agree to the terms of this Agreement.

"IMAGETREND"
By: Michael J. McBrady
Name: Michael J. McBrady
Title: President

ATTEST:

CITY OF NORTH PORT, FLORIDA:

By: _____
Kathryn Peto
City Clerk

By: _____
Peter D. Lear, CPA, CGMA
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Amber L. Slayton
City Attorney