

Exhibit B  
to Piggyback Agreement

## COLLABORATE ENROLLMENT AGREEMENT

Between Board of Commissioners of Lowndes County ("Data Controller") residing at 327 N. Ashley Street, Valdosta, GA 31601 and ImageTrend, Inc. ("ImageTrend"), a Minnesota Corporation located at 20855 Kensington Blvd. Lakeville, Minnesota 55044 and together referred to as "the Parties".

**WHEREAS;** ImageTrend is currently a provider of data management services and a current contractual party with the Data Controller under the Piggyback Agreement to which this Collaborate Enrollment Agreement is a part thereof at its Exhibit B, and the Data Controller wishes to permit ImageTrend to create a de-identified set of Data Controller's current and future data. This Authorization hereby expands the scope of permissible data use in this Piggyback Agreement between Parties.

**PURPOSE.** ImageTrend shall not sell Data Controller's Data, nor sell the De-Identified Data, in a stand-alone fashion unconnected with other products, services, reports, or analysis. ImageTrend shall not use or disclose Data Controller's Data, except as permitted by this Agreement. The purpose of this Authorization is to enable ImageTrend to conduct analysis across multiple Data Controllers; this will allow ImageTrend to provide comparative reporting. For example, cross-jurisdiction benchmarking of 'lights and sirens' to on-scene time, and cross-jurisdiction benchmarking of provider administration of naloxone.

**AUTHORIZATION.** ImageTrend may create a de-identified data set of Data Controller's data ("the De-identified Data Set"). Data Controller hereby grants ImageTrend:

- i. A non-exclusive perpetual, and irrevocable license to use, reproduce, display, make and distribute derivative or collective works of and otherwise use the Data Controller's data, including the right to compile the data over time or combine it with other data sources and expose it to machine learning algorithms; and to create derivatives and/or collections thereof, and to license and sell De-Identified Data reports, services or analytics products as ImageTrend may develop pursuant to this Agreement.

Nothing in this Agreement changes or is intended to change the fact that Data Controller retains all ownership rights in Data Controller's Data and ImageTrend acquires no right, title, or interest except those rights, licenses, and interests expressly provided for in this Agreement.

**DE-IDENTIFICATION METHOD.** ImageTrend shall create the De-identified Data Set in accordance with the then current HIPAA Safe Harbor Rule at 45 CFR § 164.514(2)(i) by removing the 18 listed data elements, and any additional data element designated as 'Personal Information' by State and Local data breach law (or equivalent laws). ImageTrend shall ensure its methods for creating the De-identified Data Set comport with industry best practices and guidance such as NISTIR 8053 'De-Identification of Personal Information' (available at <http://dx.doi.org/10.6028/NIST.IR.8053>). ImageTrend shall use reasonable administrative, technical, and physical safeguards to protect and prevent unauthorized disclosure of the De-identified Data Set.

**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.

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

Board of Commissioners of Lowndes County	ImageTrend
Signature: _____	Signature: _____
Print Name: Bill Slaughter	Print Name: _____
Title: Chairman	Title: _____
Date: _____	Date: _____