

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

201802004-3

Originating Department:	Executive
Division/Program: (i.e. Dept. Division and Program)	Emergency Medical Services
Contract or Grant Administrator:	Mike Hilley-EMS Manager
Contractor's / Agency Name:	ImageTrend, Inc.

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No
 Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201802004

Does contract require Council Approval? Yes No If No, include WCC: _____

Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement?

Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____

Is this contract grant funded?

Yes No If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process?

Yes No If yes, RFP and Bid number(s): _____ Contract Cost Center: 130100

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

- Professional services agreement for certified/licensed professional. Goods and services provided due to an emergency
 Contract work is for less than \$100,000. Contract for Commercial off the shelf items (COTS).
 Contract work is for less than 120 days. Work related subcontract less than \$25,000.
 Interlocal Agreement (between Governments). Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):

\$ 177,803.16

This Amendment Amount:

\$ 14,460.00

Total Amended Amount:

\$ 201,876.32

Council approval required for; all property leases, contracts or bid awards **exceeding \$40,000**, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, **except when**:

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance.
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope:

The additional service related to the increase of \$14,460.00 that will provide an upgrade that automates the transfer of patient care records to the hospital EPIC patient care records system. This also resets the annual inflationary fee from 3% in 2024 to 5% beginning 2025.

Term of Contract: Ongoing

Expiration Date: Until Vacated by Either Party

Contract Routing:	1. Prepared by: M. Hilley	Date: 2/6/2024
	2. Attorney signoff: C. Quinn	Date: 2/6/2024
	3. AS Finance reviewed: A. Tan	Date: 2/6/2024
	4. IT reviewed (if IT related):	Date: _____
	5. Contractor signed:	Date: 2/23/2024
	6. Executive contract review:	Date: _____
	7. Council approved, if necessary: AB 2024-141	Date: 2/20/2024
	8. Executive signed:	Date: 2/23/2024
	9. Original to Council:	Date: _____

Whatcom County Emergency Medical Services
800 E. Chestnut St. Suite 3C
Bellingham, WA 98225



To: Satpal Sidhu, County Executive

From: Mike Hilley, EMS Manager

Re: Image Trend Contract and Future Upgrades

Date: February 6, 2024

Background and Purpose: Image Trend is the Electronic Patient Care Records (EPCR) management system deployed by Whatcom County Emergency Medical Services (WCEMS) since 2018. Image Trend supports 14 Fire Departments/EMS agencies as part of the centralized records management system. This is a Software as a Service (SAAS) contract that has multiple services for the origination, storage and movement of patient care records through the EMS and Hospital system.

WCEMS and Image Trend would like to update and amend the contract to reflect the current services and pricing in 2024 as well as to add a new service in 2024. The original contract contains many elements that were part of the initial implementation as related to the pricing structure that are no longer applicable. This has caused confusion for understanding the annual invoices for payment to Image Trend. The 2024 invoice (recurring fees) total \$177,803.16. This amount plus the \$14,460.00 (plus 3% inflation) would increase the annual recurring amount to \$201,876.32 once the service upgrade is completed. This amendment will update the "master" contract for 2024 and future years. This amendment also resets the annual inflation rate to 5% beginning in 2025.

The additional service related to the increase of \$14,460.00 will provide an upgrade that automates the transfer of patient care records to the hospital EPIC patient care records system. Patient care records are generated by EMS personnel where those records are part of the health care continuum. In addition, this service provides a records query to the hospital patient records system that obtains patient care and medical history for EMS providers as the patient charts are generated. This query auto populates this information into the EMS chart so EMS providers have up to date and accurate information about the patients' medical history.

Funding Source: Whatcom County EMS Levy Fund

Current Payment: 177,803.16

Contract Increase: \$14,460.00 (Automated EPCR Transfer)

Total Increase: \$201,876.32

Best Regards

Michael Hilley

Michael Hilley

Whatcom County EMS Manager

SOFTWARE OR SERVICES AGREEMENT AMENDMENT NUMBER 3

Contract Details			
Original Contract Number ("Original Contract")	276480	Amendment Contract Number	0008002.0
Whatcom County Contract No. 201802004		Amendment Contract No. 201802004-3	

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

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

AND: **Whatcom County** (hereinafter "Client").

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

WHEREAS, Client seeks to consolidate all purchases into one Price Sheet Attachment.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties mutually agree as follows:

1. The attached Price Sheet and Work Order Attachment is incorporated herein by reference and replaces in its entirety any and all Pricing Agreements and Price Sheet and Work Order Attachments included in any previous contracts and amendments between ImageTrend and Client.
2. This Amendment is coterminous with the Original Contract. The Original Contract's term remains the same. All other terms and conditions remain the same.
3. Out of Scope customization is \$225.00/hour and performed only under mutually agreed upon Statement of Work.

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

Client _____

ImageTrend _____

Jon Sachs, CFO

Signature: _____

DocuSigned by:
Signature: *Jon Sachs*
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Print Name: Satpal Sidhu _____

Print Name: Jon Sachs _____

Title: Whatcom County Executive _____

Title: CFO _____

Date: 2/23/2024 _____

Date: 2/23/2024 _____

WHATCOM COUNTY:

Recommended for Approval:

DocuSigned by:
Christopher Quinn 2/23/2024
EC466EF5C88B4FD...
Christopher Quinn, Prosecuting Attorney

Approved:

Accepted for Whatcom County:

DocuSigned by:
By: *Satpal Singh Sidhu*
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Satpal Sidhu, Whatcom County Executive

PRICE SHEET AND WORK ORDER ATTACHMENT

The prices below are based on the following SaaS transaction volumes, as provided by Client:
27,000 Incidents annually

Previously Contracted Recurring Fees

Description	Unit Price	Qty	Extended Amount	Next Invoice Date	Previously known as:
Agency Level Validation EMS (fka ImageTrend Elite Agency Level Validation (EMS) Annual SaaS Fee)	\$16,139.80	1	\$16,139.80	1/31/2024	ImageTrend Elite Agency Level Validation (EMS) Annual SaaS Fee)
Investigations	\$450.20	1	\$450.20	1/31/2024	ImageTrend Investigations Annual Support
Continuum for Rescue	\$8,069.90	1	\$8,069.90	1/31/2024	ImageTrend Continuum Annual SaaS Fee
Elite Rescue Auto-Export (FTP Support/Hosting)	\$2,813.77	1	\$2,813.77	1/31/2024	FTP Automated Export of the NEMESIS v3 XML and PDF File Annual Support and Hosting
FTP Automated Export of the NEMESIS v3XML and PDF File Setup	\$11,255.09	1	\$11,255.09	1/31/2024	FTP Automated Export of the NEMESIS v3 XML and PDF File
Elite Rescue CAD	\$10,804.89	1	\$10,804.89	1/31/2024	CAD Integration Annual Support and Hosting
Elite Rescue – SaaS *Includes Elite Field	\$109,061.81	1	\$109,061.81	1/31/2024	ImageTrend Elite Rescue Annual SaaS
Community Health Add-on	\$2,954.46	1	\$2,954.46	1/31/2024	
DataMart License Ongoing Support	\$14,751.81	1	\$14,751.81	1/31/2024	
CrewSense Distribution	\$1,501.43	1	\$1,501.43	1/31/2024	

Total 2024 Current Services Fees \$177,803.16

Newly Contracted Recurring Fees

Description	SKU	Unit Price	Qty	Extended Amount	
Premium Direct Messaging – EMS Agency	ELT.002.010.024	\$3,900.00	11	\$14,460.00	For the following agencies: <ul style="list-style-type: none"> • Bellingham • Whatcom County Fire District 7 • North Whatcom Fire and Rescue • Lynden Fire Department • Whatcom County Fire District 14 • South Whatcom Fire Authority • Everson Fire District 1 • Whatcom County Fire District 17 • South Bay District 18 • Acme Fire District 16 • Whatcom County Fire District 11

Total Newly Contracted Recurring Fees: \$14,460.00

TOTAL YEAR 2025 : \$201,876.32 (new recurring fee)

Send Invoices To:

Mike Hilley
 mhilley@co.whatcom.wa.us
 311 Grand Ave, Suite 104
 Bellingham, WA 98225

Payment Terms:

1. Newly Contracted Recurring Fees are due upon contract signature.
2. All Recurring Fees are due in January.
3. All Recurring Fees will escalate in price annually by 5% beginning January 2025 and each year thereafter.
4. ImageTrend may temporarily suspend performance (e.g. cease to provide access, hosting, support) due to Client’s breach of contract provided Client shall have 30 days to cure such breach before ImageTrend may suspend performance.
5. ImageTrend may charge to Client a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts. Client also agrees ImageTrend may charge to Client all reasonable costs and expenses of collection, including attorneys’ fees where, in ImageTrend’s discretion, payments are consistently deficient or late.

6. All Annual SaaS Fees are based upon anticipated transaction volumes (as provided by Client) and are subject to an annual usage audit. ImageTrend reserves the right to increase fees in accordance with increased transaction volume per the Unit Price listed in the tables above.
7. ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement.

DATA 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 Controllers sole obligation to ensure the “Destination” column is accurate. ImageTrend will fulfill and exchange data with the listed Destination party, and will not deviate from the identified destination unless ImageTrend is directed otherwise in writing by Data Controller. Notwithstanding any term to the contrary, ImageTrend shall not be liable in any manner for sending or receiving data as outlined below; Data Controller assumes all risk for the data source(s) and destination(s) identified below.

Description	Quote Description	Data Source	Data Destination
Premium Direct Messaging – EMS Agency	Looking up patients through the Repeat Patient Lookup interface in Elite, using a Carequality Treatment Query to hospitals based on the zip code of the patients home address, keying on Patient & Discharge Summaries and History/Physical data. If patient medical records are found, imports past medical history, allergies, and current medications into ePCR. Currently available for use with Community Health as well. Includes all functionality in the Standard Subscription. Standard Subscription Features: Allows for the sending of ePCR reports via Direct messaging or e-faxing to hospitals. This offering transmits data based on the initial triggering status and the final triggering status.	ImageTrend at Lakeville, MN	Kno2

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

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

The Parties hereby agree to this Data Exchange Authorization:

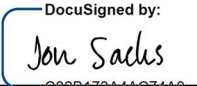
IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

Client _____

ImageTrend _____

Jon Sachs, CFO

Signature: _____

Signature:  _____
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Print Name: Satpal Sidhu _____

Print Name: Jon Sachs _____

Title: Whatcom County Executive _____

Title: CFO _____

Date: 2/23/2024 _____

Date: 2/23/2024 _____

WHATCOM COUNTY:

Recommended for Approval:

 Christopher Quinn 2/23/2024
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Christopher Quinn, Prosecuting Attorney

Approved:

Accepted for Whatcom County:

By:  Satpal Singh Sidhu
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Satpal Sidhu, Whatcom County Executive