

SOFTWARE OR SERVICES AGREEMENT AMENDMENT NUMBER 3

Contract Details			
Original Contract Number ("Original Contract")	276480	Amendment Contract Number	00008002.0
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:

Signature:

Print Name:

Print Name:

Title:

Title:

Date:

Date:

WHATCOM COUNTY:

Recommended for Approval:

Christopher Quinn, Prosecuting Attorney

Approved:

Accepted for Whatcom County:

By: _____
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 theRepeat 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:

Print Name:

Print Name:

Title:

Title:

Date:

Date:

WHATCOM COUNTY:

Recommended for Approval:

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