

SOFTWARE OR SERVICES AGREEMENT AMENDMENT NO. 2

Contract Details			
Original Contract Number ("Original Contract")	344373/ NAPA COUNTY AGREEMENT NO. 190342B	Amendment Contract Number	00003982.0

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, Inc.** Minnesota corporation (hereinafter "ImageTrend")

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

The Client and ImageTrend mutually agree to the following changes to the Original Contract between Napa County Health & Human Services Agency and ImageTrend, Inc.

1. The purpose of this Amendment is for Client to modify the Original Contract by adding the FirstWatch module as well as adding additional Licensing Workflows for the Licensing Management System.
2. Section 2. of the Original Contract shall be amended to extend the term from July 1, 2022 through June 30, 2025.
3. Pricing shall be as follows:
 - Total 2022-2023: \$69,520.44
 - Total 2023-2024: \$57,392.06
 - Total 2024-2025: \$59,113.82
 - Three Year Total: \$186,026.32
4. All other terms and conditions remain the same.
5. Out of Scope customization is \$175.00/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

<u>Client</u>	<u>ImageTrend</u>
<u>Signature:</u> _____	<u>Signature:</u>  _____ <small>Joseph T. Graw (Apr 12, 2022 19:17 CDT)</small>
<u>Print Name:</u> _____	<u>Print Name:</u> Joseph T. Graw _____
<u>Title:</u> _____	<u>Title:</u> President _____
<u>Date:</u> _____	<u>Date:</u> Apr 12, 2022 _____

PRICE SHEET AND WORK ORDER ATTACHMENT

The prices below are based on the following SaaS transaction volumes, as provided by Client:
28,000 Incidents annually

One Time Fees

Description	SKU	Unit Price	Qty	Extended Amount	
FirstWatch Setup	ELT.002.010.006.1	\$6,000.00	1	\$6,000.00	
Additional Licensing Workflows	LMS.001.002.004	Included	3	Included	<p>Three additional LMS workflows which ImageTrend will build for Client include:</p> <p>1) Initial Certificate of Operation (ambulance permitting)</p> <p>2) Renewal Certificate of Operation (ambulance permitting)</p> <p>3) EMS Event Reporting Workflow</p> <p>Any additional future workflows created by ImageTrend for Client shall come at a cost.</p>

Total One-Time Fees: \$6,000.00

Recurring Fees

Description	SKU	Unit Price	Qty	Extended Amount
FirstWatch Distribution	ELT.002.010.006	\$3,000.00	1	\$3,000.00

Total Recurring Fees: \$3,000.00

TOTAL YEAR 1: \$9,000.00

Send Invoices To:

Shaun Vincent
Michael.vincent@countyofnapa.org
 2751 Napa Valley Corporate Drive, Bldg. B
 Napa, CA 94558

Payment Terms:

1. "One Time Fees" are due once, as specified by the Milestone terms below.
2. "Recurring Fees" are annual fees which recur each year. They are due on each anniversary of the fee, with the start date beginning upon completion as specified by the Milestone terms below. The Recurring Fees will escalate in price annually by 3% beginning on 11/30/2022 and each year thereafter.

3. 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.
4. 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.
5. 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.
6. ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement

MILESTONE 1

Contract Signature. This Contract Signature Milestone is complete when all parties to this Agreement have signed and executed this Agreement, regardless of whether any activity has occurred or any deliverable has been provided to Client by ImageTrend.

Description	Unit Price	Quantity	Extended Amount
FirstWatch Distribution	\$3,000.00	1	\$3,000.00
FirstWatch Setup	\$6,000.00	1	\$6,000.00
		Milestone 1 Total	\$9,000.00

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
FirstWatch Distribution	One (1) NEMESIS 3.4.0 file per event is submitted to the FirstWatch web service based upon workflow defined during the implementation process. A client key needs to be provided to us by FirstWatch for the integration to be successful. A list of agencies to include in the integration should be included in the contract. No attachments will be included in this export. NOTE: Legacy Data Migration is not included, but is available for an additional cost.	ImageTrend at Lakeville, MN55044	FirstWatch

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:  _____
2022/04/12 19:17 CDT

Print Name: _____

Print Name: Joseph T. Graw _____

Title: _____

Title: President _____

Date: _____

Date: Apr 12, 2022 _____

Approved as to Form:

Corey S. Utsurogi (e-signature)
Deputy County Counsel

Date: April 8, 2022

Napa County - ImageTrend A2 AATF

Final Audit Report

2022-04-13

Created:	2022-04-12
By:	Dylan Murphy (dmurphy@imagetrend.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAM07mvG8BXDM6kc06-XM7rM9IQYI5KC-P

"Napa County - ImageTrend A2 AATF" History

-  Document created by Dylan Murphy (dmurphy@imagetrend.com)
2022-04-12 - 6:54:23 PM GMT- IP address: 74.44.255.78
-  Document emailed to Joseph T. Graw (jgraw@imagetrend.com) for signature
2022-04-12 - 6:55:03 PM GMT
-  Email viewed by Joseph T. Graw (jgraw@imagetrend.com)
2022-04-13 - 0:17:24 AM GMT- IP address: 104.47.70.126
-  Document e-signed by Joseph T. Graw (jgraw@imagetrend.com)
Signature Date: 2022-04-13 - 0:17:58 AM GMT - Time Source: server- IP address: 24.179.215.118
-  Agreement completed.
2022-04-13 - 0:17:58 AM GMT