

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

20-521 A-1

SAP Number

4400015525

Inland Counties Emergency Medical Agency

| | |
|---|---|
| Department Contract Representative | <u>Tevan Stremel</u> |
| Telephone Number | <u>(909) 388-5830</u> |
| Contractor | <u>ImageTrend, Inc.</u> |
| Contractor Representative | <u>Dylan Murphy</u> |
| Telephone Number | <u>(952) 469-6144</u> |
| Contract Term | <u>July 1, 2020 – December 31, 2028</u> |
| Original Contract Amount | <u>\$819,149.23</u> |
| Amendment Amount | <u>\$2,926,997.17</u> |
| Total Contract Amount | <u>\$3,746,146.40</u> |
| Cost Center | <u>1110002686</u> |

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

This Amendment No. 1 ("Amendment") dated December 19, 2023, is made by and between ImageTrend, Inc. (CONTRACTOR), and Inland Counties Emergency Medical Agency (ICEMA) and modifies the terms to Contract No. 20-521 entered into by the parties on June 23, 2020 (the "Agreement").

1. Effective January 1, 2024, DELETE in its entirety the existing **Paragraph 2, TERM OF CONTRACT**, and SUBSTITUTE therefore the following as a new **Paragraph 2, TERM OF CONTRACT**:

"2. TERM OF CONTRACT

The term of this Contract shall be extended through December 31, 2028, for an additional period of three and one half (3.5) years) (the "First Extended Term"), at a total cost not to exceed \$3,746,146.40, subject to Section 8 - TERMINATION of the Contract."

2. Effective January 1, 2024, DELETE in its entirety the existing **Paragraph 3.1**, under **FISCAL PROVISIONS**, and SUBSTITUTE therefore the following as a new **Paragraph 3.1**:

"3.1 The maximum amount of payment under this Contract shall not exceed \$3,746,146.40. The consideration to be paid to CONTRACTOR, as provided herein, shall be in full payment for all

CONTRACTOR's services and expenses incurred in the performance hereof, including travel and per diem."

3. Effective January 1, 2024, DELETE in its entirety the existing **Paragraph 4.2, subd. G**, under **Service Orders**, and SUBSTITUTE therefore the following as a new **Paragraph 4.2, subd. G**:

"G. Recurring Software Support And Maintenance: Any recurring fees under this Contract or its Service Orders will increase by 3% of the then-current price, each year, beginning on January 1st of each year."

4. Effective January 1, 2024, DELETE in its entirety the existing **Paragraph 5.2**, and SUBSTITUTE therefore the following as a new **Paragraph 5.2**:

"**5.2 RESERVED.**"

5. Effective January 1, 2024, DELETE in its entirety the existing **Paragraph 5.3**, and SUBSTITUTE therefore the following as a new **Paragraph 5.3**:

"**5.3 RESERVED.**"

6. Effective January 1, 2024, ADD the following as a new **Paragraph 6.52, CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439), and EXHIBIT F**, incorporated and attached herein, which shall read as follows:

"6.52 CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)

CONTRACTOR has disclosed to the County using "Exhibit F" – Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the ICEMA Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of CONTRACTOR's proposal to ICEMA, or (2) 12 months before the date this contract was approved by the Board of Supervisors. CONTRACTOR acknowledges that under Government Code section 84308, CONTRACTOR is prohibited from making campaign contributions of more than \$250 to any member of the ICEMA Board of Supervisors or other County elected officer for 12 months after the ICEMA's consideration of the Lease.

In the event of a proposed amendment to this contract, the CONTRACTOR will provide ICEMA a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the CONTRACTOR or by a parent, subsidiary or otherwise related business entity of CONTRACTOR."

7. Effective January 1, 2024, REPLACE **EXHIBIT B – SUPPORT AND MAINTENANCE OF EXISTING PRODUCTS** with **EXHIBIT B – PRICE SHEET**, attached and incorporated herein.

8. Effective January 1, 2024, REPLACE **EXHIBIT C – SERVICE LEVEL AGREEMENT (Perpetual Use License, ICEMA Hosted Solution)** with **EXHIBIT C- SERVICE LEVEL AGREEMENT (IMAGETREND Hosted Solution)**, attached and incorporated herein.
9. All other provisions and terms of the Agreement shall remain the same and are hereby incorporated by reference. In the event of any conflict between the Agreement and this Amendment, the terms and conditions of this Amendment shall control.
10. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

END OF AMENDMENT.

ICEMA

►

Dawn Rowe, Chair, Board of Directors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell, Secretary

B

y

Deputy

CONTRACTOR:
IMAGETREND, INC.

(Print or type name of corporation, company, contractor, etc.)

B

y

►

(Authorized signature - sign in blue ink)

Name

(Print or type name of person signing contract)

Title

(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

►

John Tubbs II, Deputy County Counsel

►

►

Date _____

Date _____

Date _____

EXHIBIT B - PRICE SHEET

The prices below are based on the following SaaS transaction volumes, as provided by Client:
300,000 Incidents annually

One Time Fees

| Description | SKU | Unit Price | Qty | Extended Amount |
|----------------------------------|-----------------|-------------|-----|-----------------|
| Transition to ImageTrend Hosting | ELT.006.003.007 | \$25,000.00 | 1 | \$25,000.00 |
| Webinar Training 2hr Session | LMS.006.003.004 | \$450.00 | 8 | \$3,600.00 |

Total One-Time Fees: \$28,600.00

Recurring Fees

| Description | SKU | Unit Price | Qty | Extended Amount |
|---|-----------------|--------------|-----|-----------------|
| Trauma Registry Category - SaaS | PTR.001.002.001 | \$173,496.63 | 1 | \$173,496.63 |
| Account Advisement Services Level 2 | ELT.006.003.012 | \$43,750.00 | 1 | \$43,750.00 |
| Elite™ Rescue - SaaS *Includes Elite™ Field | ELT.001.002.015 | \$334,590.42 | 1 | \$334,590.42 |
| FirstWatch Distribution | ELT.002.010.006 | \$0.00 | 1 | \$0.00 |
| CAD Distribution | ELT.002.007.001 | \$0.00 | 2 | \$0.00 |
| Other CAD Vendor | ELT.002.007.019 | \$0.00 | 2 | \$0.00 |
| Agency Level Validation EMS | ELT.001.002.001 | \$0.00 | 1 | \$0.00 |
| Agency Level Validation Fire | ELT.001.002.002 | \$0.00 | 1 | \$0.00 |
| Critical Care - SaaS | ELT.001.002.006 | \$0.00 | 1 | \$0.00 |
| Visual Informatics™ | ELT.001.002.032 | \$0.00 | 2 | \$0.00 |
| Visual Informatics™ EMS Cube | ELT.001.002.023 | \$0.00 | 1 | \$0.00 |
| Visual Informatics™ Fire Cube | ELT.001.002.024 | \$0.00 | 1 | \$0.00 |
| License Management SaaS | LMS.001.002.003 | \$41,912.95 | 1 | \$41,912.95 |

Total Recurring Fees: \$593,750.00

TOTAL YEAR 1: \$622,350.00

TOTAL YEAR 2: \$611,562.50

TOTAL YEAR 3: \$629,909.38

TOTAL YEAR 4: \$648,806.66

TOTAL YEAR 5: \$668,270.86

Send Invoices To:

Amber Anaya
amber.anaya@cao.sbcounty.gov
1425 South D Street
San Bernardino, California 92415-0060

Payment Terms:

1. "One Time Fees" are due once, upon contract signature.
2. "Recurring Fees" are annual fees which recur each year. They shall be invoiced quarterly with the start date being January 1, 2024. The Recurring Fees will escalate in price annually by 3% beginning one year from the last signature hereto 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.

EXHIBIT C - SERVICE LEVEL AGREEMENT

ImageTrend is committed to offering exceptional levels of service to our customers. This Service Level Agreement (“SLA”) guarantees your website or application’s availability, reliability and performance. This SLA applies to any site or application hosted on our network.

1. Customer Support

ImageTrend is committed in providing an exceptional level of customer support. ImageTrend’s servers are monitored 24 hours per day, 7 days per week, 365 days per year and our support staff is available via phone (888.469.7789) and email (www.imagetrend.com/support) as posted on the company’s website. ImageTrend works to promptly resolve all issues reported by customers, and will acknowledge the disposition and potential resolution according to the chart below:

| Severity Level | Example | Acknowledgement of Error Notice | Response Goal |
|-----------------------|--|---|--|
| High/Site Down | <ul style="list-style-type: none">- Complete shutdown or partial shutdown of one or more Software functions- Access to one or more Software functions not available- Major subset of Software application impacted that is necessary for usage of the software | Within one (1) hour of initial notification during business hours or via support.imagetrend.com | Six (6) hours |
| Medium | <ul style="list-style-type: none">- Minor subsystem failure-Data entry or access impaired on a limited basis. | Within four (4) hours of initial notification | 24 Business hours |
| Low | <ul style="list-style-type: none">- User error (i.e. training) or forgotten passwords- Issue can or must be delegated to local Client contact as a first level of response for resolution | Same day or next business day of initial notification | As appropriate depending on nature of issue and party responsible for resolution |

2. Data Ownership

All customer data collected and maintained by ImageTrend shall at all times remain the property of the customer.

3. Data Protection

ImageTrend takes data privacy and cybersecurity very seriously. ImageTrend utilizes compliant and industry recognized best practices to ensure data security, and does not use or make available any personally identifiable information to third parties without customer consent or as required by law. ImageTrend acknowledges that its handling of information on behalf of customers may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense.

4. Suspension of Service

ImageTrend reserves the right to suspend and limit network resources to customers failing to pay the monthly fee in advance at its own discretion. In the event of service suspension, full service delivery will be restored within 48 hours from the date and time that payment is received.

5. Availability

ImageTrend is fully committed to providing quality service to all customers. To support this commitment, ImageTrend offers the following commitments related to application server Availability:

Availability Objective: ImageTrend will provide 99.5% Availability (as defined below) for the ImageTrend network services within ImageTrend's Immediate Control. For purposes, hereof, "Availability" or "Available" means the ImageTrend Services are available for access and use through the Internet.

"Immediate Control" includes ImageTrend's network services within the ImageTrend data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in ImageTrend's data center (*i.e.*, public Internet connectivity).

Specifically excluded from the definition of "Immediate Control" are the following:

- a. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client or a third-party entity (or any of their vendors or service providers) and Client's or a third party entity's network services or end-user hardware.
- b. Acts or omissions of Client, their employees, contractors, agents or representatives, third party vendors or service providers or anyone gaining access to the ImageTrend Services at the request of Client.
- c. Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties.
- d. Delays or failures due to circumstances beyond ImageTrend's reasonable control that could not be avoided by its exercise of due care.
- e. Any outage, network unavailability or downtime outside the ImageTrend data center.

Availability Calculation: Availability is based on a monthly calculation. The calculation will be as follows: $((a - b) / a) \times 100$, where "a" is the total number of hours in a given calendar month, excluding Scheduled Maintenance (as defined below), and "b" is the total number of hours that service is not Available in a given month.

Offline Capability: The Software may have offline capability which provides redundancy when network or server back-end capability is not available. Periods of time when the Software's primary functions continue to function offline shall be excluded from the unavailability calculation "b" above.

Scheduled Maintenance: ImageTrend conducts scheduled maintenance, as necessary, every last Wednesday of the month. ImageTrend will perform scheduled maintenance within that maintenance window between the hours of 9:00 p.m. CST to 11:00 p.m. CST. ImageTrend may change the regularly scheduled maintenance window from time to time at ImageTrend's discretion upon reasonable notice to Client.

Service Disruption: Upon customer's written notice to ImageTrend, if Availability for the month is below the guaranteed level, ImageTrend will issue a credit to customer in accordance with the schedule below:

Availability: 99.0% - 99.5% = 5% of monthly hosting fee credited
95.0% - 98.99% = 10% of monthly hosting fee credited
90.0% - 94.99% = 15% of monthly hosting fee credited
89.99% or below = 2.5% for every 1% of lost Availability (in no event exceeding 50% of monthly hosting fees)

ImageTrend maintains precise and objective Availability metrics, which shall be determinative when calculating any customer requested credit. ImageTrend maintained Availability metrics shall only be requested in good faith to address material customer concerns. To receive a credit, customers must specifically request it during the month following the month for which the credit is requested. Credits shall not be issued if a customer account is past due, suspended or pending suspension.

6. General

ImageTrend reserves the right to change or modify this SLA and the related services being provided to benefit its customers, including changes to hosting environments and infrastructure, provided that any such improvements shall adhere to the regulatory guidelines and best practices referenced herein.

EXHIBIT F

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the ICEMA Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before ICEMA in a proceeding on the matter for the purpose of influencing the ICEMA's decision on the matter; or (c) communicates with ICEMA employees, for the purpose of influencing ICEMA's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or ICEMA employees for purposes of influencing ICEMA's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

CONTRACTOR must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of CONTRACTOR: ImageTrend, LLC

2. Name of Principal (i.e., CEO/President) of CONTRACTOR, if the individual actively supports the matter and has a financial interest in the decision:

N/A

3. Name of agent of CONTRACTOR:

| Company Name | Agent(s) |
|--------------|----------|
| N/A | |
| | |

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

| Company Name | Contact |
|--------------|---------|
| N/A | |
| | |

5. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

| Company Name | Subcontractor(s): | Principal and//or Agent(s): |
|--------------|-------------------|-----------------------------|
| N/A | | |
| | | |

6. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes

No

7. Name of any known individuals/companies who are not listed in Questions 1-5, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

| Company Name | Individual(s) Name |
|--------------|--------------------|
| N/A | |
| | |

8. Was a campaign contribution, of more than \$250, made to any member of the ICEMA Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No If **no**, please skip Question No. 9 and sign and date this form.

Yes If **yes**, please continue to complete this form.

9. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members/County elected officer to whom anyone listed made campaign contributions.

By signing the Contract Amendment, CONTRACTOR certifies that the statements made herein are true and correct. CONTRACTOR understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract Amendment is being considered and for 12 months after a final decision by ICEMA.