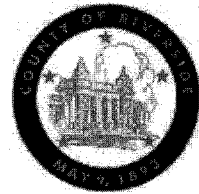


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.11
(ID # 8518)

MEETING DATE:

Tuesday, January 29, 2019


FROM : EMERGENCY MANAGEMENT DEPARTMENT:

SUBJECT: EMERGENCY MANAGEMENT DEPARTMENT: Approve Amendment No. 2 to the Professional Services Agreement with ImageTrend, Inc. to Purchase Patient Registry License, including Stroke and STEMI forms, and Ongoing Annual Support Services through the Current Term (FY24/25). All Districts, [\$259,840 total]; [\$30,000 annually]; 100% funded by EMS system funds.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Amendment No. 2 to the Professional Services Agreement (the "Agreement") with ImageTrend, Inc. to purchase Patient Registry License, including Stroke and STEMI forms, implementation, training and ongoing annual support services in the amount of \$259,840 for the period December 1, 2018 through June 30, 2025 without seeking competitive bids, and authorize the Chairman of the Board to execute said Amendment on behalf of the County;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to sign amendments that do not, in the aggregate, exceed the sum total of 10% of the total cost of the Agreement and amendments that do not change the substantive terms of the Agreement, as approved by County Counsel; and
3. Authorize the Emergency Medical Services Agency (REMSA) Project Manager to execute project-operational documents that do not change the terms and conditions of the Agreement and have no fiscal impact.

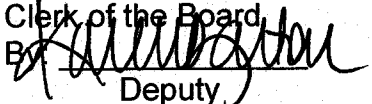
ACTION: Policy


Bruce Barton, EMD Director 1/15/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Hewitt, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: January 29, 2019
xc: EMD, Purchasing

Kecia Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 94,870	\$ 25,504	\$ 259,840	\$ N/A
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ N/A
SOURCE OF FUNDS: 100% funded by EMS System Fees			Budget Adjustment:	No
			For Fiscal Year:	18/19-24/25

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Board of Supervisors approved the Professional Services Agreement (the "Agreement") with ImageTrend to provide pre-hospital data collection and support services for all EMS providers operating within the County of Riverside EMS System (June 16, 2015, item 3-39). The Amendment No. 1 to the Agreement (October 21, 2016, signed by the Purchasing Agent) credited the Agreement for unused services in year 4 (FY18/19). The credit was \$162,290, and was due to delays in the implementation of the system. The Amendment No. 2 presented to the Board today is for the purchase of the ImageTrend Patient Registry module, in the amount of \$259,840.

The purchase of the Patient Registry is necessary at this time. The Emergency Medical Services Authority (EMSA) recently implemented regulations for the creation of a State Registry for Stroke and STEMI (cardiac) which requires the development of a data collection tool at the local EMS Agency level (California Code of Regulations, Title 22, Division 9, Chapters 7.1 and 7.2). Currently, REMSA is using spreadsheets to collect the required data for Stroke/STEMI. ImageTrend offers Patient Registry, which meets the requirements for submission of Trauma/Stroke/STEMI data to the State per the new regulations.

Impact on Residents and Businesses

There is no negative impact on residents or businesses in the County of Riverside. The improved data collection and reporting capabilities will have a positive impact on patient care within the EMS system.

Additional Fiscal Information

The full cost of the Patient Registry is \$259,840 through the current term of June 30, 2025. This includes purchase of the license, setup, training, annual support and hosting, and a manual stroke export. All support costs will increase after the first year (from "Go-Live" date) by no more than 3%.

The cost for the Patient Registry per Fiscal Year is as follows:

Fiscal Year	Description	Cost
--------------------	--------------------	-------------

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FY 18/19	License/setup; training; support and hosting	\$ 94,870
FY 19/20	Annual support/hosting (includes stroke export)	\$ 25,504
FY 20/21	Annual support/hosting	\$ 26,269
FY 21/22	Annual support/hosting	\$ 27,057
FY 22/23	Annual support/hosting	\$ 27,869
FY 23/24	Annual support/hosting	\$ 28,705
FY 24/25	Annual support/hosting	\$ 29,566
	Total:	\$259,840

This cost for the Patient Registry is funded 100% by EMS System fees.

Contract History and Price Reasonableness

The Agreement with ImageTrend (HSARC-95882-001-0620) is a 10-year agreement through June 30, 2025. ImageTrend was chosen in response to RFP HSARC-285 as the most responsive and responsible bid. The Patient Registry was part of the original bid submitted by ImageTrend in 2015. The current quote is comparable to the original quote. In addition, a credit of \$25,500 was applied for services that had not been received and were no longer needed. The credit from Amendment No. 1, \$162,290, plus the purchase price of Patient Registry, \$259,840, increases the total amount of the Agreement from \$2,475,100 to \$2,572,650. This is an increase of \$97,550.

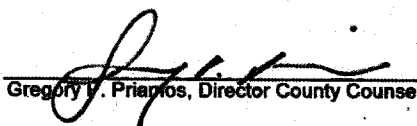
To integrate a different vendor's solution with ImageTrend would add additional costs to the ImageTrend contract. It is cost efficient to purchase the ImageTrend Patient Registry without seeking competitive bids.


Melissa Noone, Associate Management Analyst

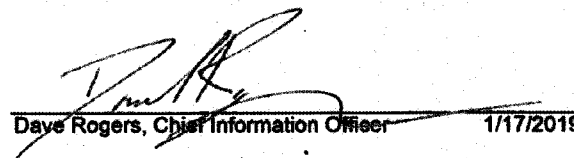
1/23/2019


Teresa Summers, Director of Purchasing

1/17/2019


Gregory V. Priamos, Director County Counsel

1/22/2019


Dave Rogers, Chief Information Officer

1/17/2019

COUNTY OF RIVERSIDE
AMENDMENT NO. 2 TO THE AGREEMENT
WITH
IMAGETREND, INC.

Original Contract Term: June 16, 2015 through June 30, 2025
Effective Date of Amendment: December 1, 2018
Original Maximum Contract Amount: \$2,475,100
Contract ID: HSARC-95882-001-06/20

This Second Amendment to the Professional Services Agreement (the "Agreement") is entered into by and between the County of Riverside, a political subdivision of the State of California ("COUNTY") and ImageTrend, Inc. ("CONTRACTOR"), effective December 1, 2018.

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into the Agreement (also identified as Contract No: HSARC-95882-001-06/20) to provide an electronic patient care report and license management system for use by Emergency Medical Services (EMS) providers;

WHEREAS, the Agreement, entered into as of June 16, 2015, was first amended on October 21, 2016 to update terms and apply credit for delayed services; and

WHEREAS, COUNTY now desires to purchase Patient Registry, Cardiac Form Reporting, and Stroke Form Reporting to meet state requirements for data collection.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follow:

1. The above recitals are true and correct, and are incorporated herein by reference.
2. Section 1.1 of the Agreement is deleted in its entirety and replaced with the following:

"CONTRACTOR shall provide all services as outlined and specified in Exhibit A-1 (Scope of Work) at the prices stated in Exhibit B-1 (Payment Provisions) and Exhibit B-2 (Payment Provisions for the Patient Registry), and Attachment A, HIPAA Business Associate Attachment to the Agreement."
3. Exhibit A (Scope of Work) of the Agreement is deleted in its entirety and replaced with the attached Exhibit A-1.
4. Attached Exhibit B-2 (Payment Provisions for the Patient Registry) shall be added to the Agreement as new Exhibit B-2 to the Agreement.
5. All other terms and conditions of the Agreement not modified herein shall remain unchanged and in effect. If any provisions of this Amendment or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any

COUNTY OF RIVERSIDE
AMENDMENT NO. 2 TO THE AGREEMENT
WITH
IMAGETREND, INC.

other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either party.

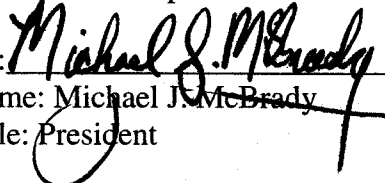
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Name: **KEVIN JEFFRIES**
Title: Chairman, Board of Supervisors

Dated: JAN 29 2019


IMAGETREND, Inc.,
a Minnesota corporation

By: 
Name: Michael J. McBrady
Title: President

Dated: 1-08-2019

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Susanna Oh
Deputy County Counsel

ATTEST:

KECIA R. HARPER, Clerk

By: 
DEPUTY

EXHIBIT A-1 – SCOPE OF WORK

A. Selected Products and Services to be provided by CONTRACTOR:

1. Three Year Lease-to-Own Enterprise License, hosted by CONTRACTOR, for the NEMSIS Version 3 Elite EMS, Elite Field, and License Management System,
2. Provide the following products as described in Attachment C, "Product Descriptions", (including support/hosting):
 - a. ImageTrend Elite EMS License
 - b. ImageTrend Elite Field Site License
 - c. Hospital Hub Setup
 - d. NFIRS Tab
 - e. Virtual Informatics/EMS Cube
 - f. License Management System
 - g. Patient Registry, including Stroke and STEMI reporting forms (added December 2018)
 - h. If required to meet the data submission requirements of the State of California Stroke and STEMI registries, a manual stroke export will be developed with custom development hours. Annual support and maintenance will be paid from "go-live", with confirmation that data export is received by the California Stroke Registry.
3. Provide the following integrations (including support/hosting):
 - a. Billing integrations (TriTech/Zoll Billing Packages); as needed
 - b. AMR Billing Export (including PDF)
 - c. CAD Integrations (Fire and EMS – up to 15 included)
 - d. ~~Digital Innovations EMS Data Exchange (NEMSIS V3)~~ (December 2018: credit for this integration was applied to purchase of Patient Registry)
 - e. C.A.R.E.S. Export
 - f. FirstWatch Export
 - g. License Management System with the following integrations:
 - i. National Registry
 - ii. Payment Gateway (REMSA selected)
4. Data Management – Provide a Service Bridge to store the NEMSIS 2 Legacy Data from the previous system. To include import, storage, ePCR generation and report writing.
5. Training and Project Management (Train-the-Trainer)
 - a. Year 1 – 5 days of onsite training
 - i. Additional 40 hours of webinar meetings and training for EMS License Management
 - b. Subsequent Years – 2 days of onsite training per year
 - c. For addition of Patient Registry (2018), training will be paid upon delivery at actual cost, per COUNTY Policy.
6. Custom Development – 200 hours per year for custom enhancements
 - a. Hours will not be invoiced until a project is mutually agreed upon in writing and signature in the form of a Statement of Understanding (SOU) is completed;

- b. CONTRACTOR will invoice ½ of the development up front and ½ upon conclusion of the development, testing and implementation.
 - c. COUNTY may utilize the annual 200 custom development hours previously purchased under Contract ID # HSARC-95882-001-06/20 for the Patient Registry product purchased under this amendment. Once the 200 annual hours purchased under Contract ID # HSARC-95882-001-06/20 are depleted, custom development hours will be invoiced at \$175.00 per hour.
7. Compatibility with Point of Service devices for Elite Field is updated continuously on the CONTRACTOR website and can be accessed at <http://www.imagetrend.com/support/system-requirements>
- B. The Service Level Agreement is included herein by this reference as Exhibit C.
- C. The Software Licensing Agreement is included herein by this reference as Exhibit D.
- D. Contracting with EMS System Participants
 1. CONTRACTOR will not contract directly with any EMS system participants within the REMSA area of jurisdiction unless approved by COUNTY in writing in advance.
- E. Project Implementation Plan
 1. The Project Management Document is included herein by this reference as Attachment B.
 2. CONTRACTOR will develop a transition based implementation plan with the COUNTY during the kick-off phase. The final version approved by both parties and signed by the project managers will be included as part of the Project Management Document.
- F. Escrow Agreement
 1. CONTRACTOR, as the holder of the escrow agreement with Iron Mountain, will add the COUNTY as a beneficiary to CONTRACTOR's escrow agreement at no additional cost to the COUNTY.
 2. The beneficiary enrollment form provided by CONTRACTOR will be signed by the COUNTY Purchasing Agent and REMSA Project Manager and approved by County Counsel.

EXHIBIT B-2 – PAYMENT PROVISIONS FOR THE PATIENT REGISTRY**A. CONTRACTOR will be paid for the Patient Registry based on the following schedule:**

COUNTY Fiscal Year	Amount	Description
Year 1: FY 18/19 One-time Fees	\$59,500	Patient Registry License and Setup/Implementation; Cardiac Form and Stroke Form Setup/implementation
Year 1: Onsite training	\$14,250	Estimated Travel (3 trainers)/Training costs (9 sessions, Mon-Friday only)
Year 1: FY 18/19	\$21,120	Annual support/hosting fees for Patient Registry, Cardiac Form and Stroke Form (will be prorated for "go live" date through June 30, 2019)
Years 2-7: FY 19/20-24/25	\$140,713	Annual support/hosting fees for Patient Registry, Cardiac Form and Stroke Form, plus price increases from FY19/20 not to exceed 3%.
Years 2-7: FY 19/20 – 24/25	\$24,257	Stroke Export Annual Support, plus price increases from FY 20/21 not to exceed 3% (will be prorated for "go live" date through June 30, 2020)
Not to exceed total:	\$259,840	

B. Payment Terms:

- a. The above one-time fees will be invoiced upon Contract amendment signature with payment terms of net 30 days.
- b. Training will be invoiced independently upon delivery with payment terms of net 30 days. Only actual travel expenses shall be reimbursed with documentation per County Policy.
- c. Annual Support and Hosting fees will be invoiced at "go-live" date and prorated for the current year, to be charged in full annually in subsequent years.
- d. COUNTY agrees CONTRACTOR may, at CONTRACTOR's discretion, cease to provide access, hosting, support or otherwise disable the Software listed in Exhibit B-2 due to COUNTY's breach of contract, overdue payments, or missed payments.
- e. COUNTY may utilize the annual 200 custom development hours previously purchased under Contract ID # HSARC-95882-001-06/20 for the Patient Registry product purchased under this amendment. Once the 200 annual hours purchased under Contract ID # HSARC-95882-001-06/20 are depleted, custom development hours will be invoiced at \$175.00 per hour.

C. Pricing escalation factors:

- a. CONTRACTOR will perform price increases of the recurring fees. The first price increase will occur with the fees due for Year 2 (FY 19/20). These price increases will occur once every year and may not exceed 3% of the price then currently in effect.
- b. All Annual SaaS Fees are based upon anticipated usage and are subject to an annual usage audit, which may affect future fees.
- c. All hosting fees are based upon anticipated usage and includes 30 GB of Storage total. These fees are subject to annual usage audits, which may affect future fees at an increase of \$15/10GB/month for Storage.

D. Statements/Invoices can be mailed to:

Emergency Management Department
 Attn: Fiscal
 4210 Riverwalk Parkway, Suite 300
 Riverside, CA 92505

E. ImageTrend Salesperson Contact:

Joe Robinson
 (414) 614-3884
 jrobinson@imagnetrend.com
 contracts@imagnetrend.com

F. Pricing Agreement:

Description	Units	Price	Extended
Patient Registry License (Includes: Trauma Form, Readmission Form, Report Writer, University, NTDB/TQIP Export & Import)	1	\$50,000.00	\$50,000.00
Patient Registry Setup/Implementation Fee		\$8,000.00	\$8,000.00
Cardiac Form Reporting Setup (ACTION and CATH PCI Registries)	1	\$13,500.00	\$13,500.00
Stroke Form for the Patient Registry Setup (GWTG & California Registries, GTWG csv import)	1	\$13,500.00	\$13,500.00
Credit: Integration with DI Continuum of Care Server	1	(\$15,000.00)	(\$15,000.00)
Credit: DI Integration Annual Support and Hosting FY16/17 (paid for in FY14/15) and FY 17/18	2	(\$5,250.00)	(\$10,500.00)
TOTAL One-Time Fees			<u>\$59,500.00</u>

Description	Units	Price	Extended
Patient Registry Annual Support	1	\$8,000.00	\$8,000.00
Patient Registry Annual Hosting	1	\$4,000.00	\$4,000.00
Cardiac Form Annual Support	1	\$2,160.00	\$2,160.00
Cardiac Form Annual Hosting Fee	1	\$2,400.00	\$2,400.00
Stroke Form Annual Support	1	\$2,160.00	\$2,160.00
Stroke Form Annual Hosting	1	\$2,400.00	\$2,400.00
TOTAL Recurring Fees (Prorated Year 1)			<u>\$21,120.00</u>

Initial Onsite Training (Year 1)	Units	Price	Extended
Onsite Training Sessions (Full Day M-F)	9	\$ 1,000.00	\$9,000.00
Travel per Trainer per trip for Onsite Training (Estimated)	3	\$ 1,750.00	\$5,250.00
TOTAL Estimated Training Fees			<u>\$14,250.00</u>

Optional^	Units	Price	Extended
Onsite Training Sessions (Full Day M-F)		\$ 1,400.00	
Travel per Trainer per trip for Onsite Training		\$ 1,750.00	
Stroke Export Annual Support (From FY 19/20)		\$ 3,750.00	
Additional Custom Development (Per hour charge after originally contracted 200 hours annually is depleted)		\$175.00	

^The COUNTY may elect to purchase additional services as set forth in the options identified above at the scheduled price amounts at any time during the initial term of the project. The COUNTY shall exercise said options by written notice to CONTRACTOR. Only actual travel expenses shall be reimbursed per County Policy, with appropriate documentation.



Bruce Barton
Director

Date: September 12, 2018
From: Bruce Barton, Director
To: Purchasing Agent
Subject: Single Source Procurement; Request for ImageTrend: Patient Registry

The below information is provided in support of my Department requesting approval for a single source.

1. **Supplier being requested:** ImageTrend
2. **Vendor ID:** 0000099700
3. **Single Source** **Sole Source**
4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** *(If yes, please provide the approved sole or single source number).*
 Yes **No**
 SSJ# _____
- 4a. **Was the request approved for a different project?**
 Yes **No**
5. **Supply/Service being requested:** Purchase additional Patient Registry License including Trauma form, with additional Stroke and STEMI forms; with ongoing support and maintenance; for remainder of ImageTrend contract HSARC-95882-001-0620 through June 30, 2025. Amendment #2 to the contract is attached.
6. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** ImageTrend is the vendor REMSA currently is using for the electronic patient care report and License Management System. Image Trend is used by the State EMS Authority for the statewide collection of data, and by Inland Counties EMS Agency, with whom REMSA is creating a regional model of service. This will help to integrate services between the two neighboring agencies.

7. **Reasons why my department requires these unique features and what benefit will accrue to the county:** The integration with the ImageTrend electronic patient care report and the ability to track outcomes in order to improve the system are major advantages. New regulations for the creation of a State Registry for Stroke and STEMI necessitates the development of a data collection tool at the local EMS Agency level. ImageTrend offers Patient Registry, which will meet the requirements for submission of Stroke/STEMI data to the State per the new regulations. REMSA will use accrued custom development hours for manual export of CA System of Stroke Data.

8. **Period of Performance:** From: date of purchase to 6/30/2025

Is this an annually renewable contract? No Yes
 Is this a fixed-term agreement: No Yes

9. **Identify all costs for this requested purchase.** In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)

Description:	FY18/19 Yr 4	FY19/20 Yr 5	FY20/21 Yr 6	FY21/22 Yr 7	FY22/23 Yr 8	FY23/24 Yr 9	FY24/25 Yr 10	Total
One-time Costs:								
License/Setup	\$59,500							\$59,500
Est. Training	\$14,250							\$14,250
Ongoing Costs:								
Support/hosting*	\$21,120	\$21,754	\$22,406	\$23,078	\$23,771	\$24,484	\$25,218	\$161,831
Stroke Export annual support*		\$3,750	\$3,863	\$3,978	\$4,098	\$4,221	\$4,347	\$24,257
Patient Registry								
Total Costs:	\$94,870	\$25,504	\$26,269	\$27,057	\$27,868	\$28,705	\$29,566	\$259,838
Current Costs:								
Competitively bid	\$28,500**	\$190,790	\$190,790	\$190,790	\$190,790	\$190,790	\$190,790	\$1,173,240
Yrs 4-10 Total								
Contract Amt:	\$123,370	\$216,294	\$217,059	\$217,847	\$218,658	\$219,495	\$220,356	\$1,433,078

* Includes up to 3% increase per year starting with fees due for Year 2.

** Amendment #1 was a credit in Year 4 for support fees refunded due to delayed implementation

H-11 Procurement Number: PR2017-05918

10. **Price Reasonableness:** The current quote is comparable to the quote received with the original RFP (HSARC-285) submitted by ImageTrend in 2015. We were able to negotiate a discount of \$16,000 based on the previous quote, and to receive credit of \$25,500 for the Trauma Registry integration that was part of the original contract. The cost to integrate a different vendor's

patient registry with ImageTrend would add additional costs to the ImageTrend contract. It is more cost effective to purchase the ImageTrend Patient Registry and use prepaid custom development hours to create the manual export of data to the State Stroke Registry. When the RFP was issued, we received a quote for Patient Registry but REMSA was not ready to use it at that time.

11. Projected Board of Supervisor Date (if applicable): October 30, 2018
 (Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

Department Head Approval:

[Signature] BRUCE BARTON 10-2-18
 Department Head Signature Print Name Date

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove
 Not to exceed: \$ _____ One time Annual Amount through _____ (Date)

[Signature] 11/20/18 19-075
 Purchasing Agent Date Approval Number
 (Reference on Purchasing Documents)

app. - amount per fiscal year

FY 18/19 94,870
 19/20 25,504
 21/21 26,269
 21/22 27,057
 22/23 27,868
 23/24 28,705
 24/25 29,566

COUNTY OF RIVERSIDE
AMENDMENT NO. 2 TO THE AGREEMENT
WITH
ImageTrend, Inc.

Original Contract Term:	June 16, 2015 through June 30, 2025
Contract Term Extended To:	Not applicable
Effective Date of Amendment:	July 1, 2018
Original Annual Maximum Contract Amount:	\$327,023
Amended Annual Maximum Contract Amount:	N/A
Contract ID:	HSARC-95882-001-06/20

The Agreement between County of Riverside (COUNTY) and ImageTrend, Inc. (CONTRACTOR), entered into as of June 16, 2015, is amended as follows:

1. Amend Section 1.1 of Description of Services, by deleting and replacing with the following: "1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A-1, Scope of Work, consisting of two (2) pages at the prices stated in Exhibit B-1, Payment Provisions, consisting of Four (4) pages, Exhibit B-2, consisting of Two (2) pages, and Attachment A, HIPAA Business Associate Attachment to the Agreement, Consisting of Eleven (11) pages."
2. Delete Exhibit A, Scope of Work, and replace with Exhibit A-1, Scope of Work.
3. All references to Exhibit A in the Agreement shall now refer to Exhibit A-1.
4. Add Exhibit B-2, Payment Provisions, for the purchase of Patient Registry, Cardiac Form Reporting, and Stroke Form Reporting.
5. All references to Exhibit B in the Agreement shall now refer to Exhibits B-1 and B-2.
6. All other terms and conditions of the Agreement not modified herein shall remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

IMAGETREND, Inc.,
a Minnesota corporation

By: _____
Name: Chuck Washington
Title: Chairman, Board of Supervisors

By: _____
Name: Michael J. McBrady
Title: President

Dated: _____

Dated: _____

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



235

FROM: Department of Public Health

SUBMITTAL DATE:
May 20, 2015

SUBJECT: Approval of the Professional Services Agreement with ImageTrend to provide prehospital data collection software and support services for the Emergency Medical Services system for ten (10) years. All Districts, [\$2,475,100 total]; [\$190,790 annually]; 100% funded by EMS system fees.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the Professional Services Agreement with Image Trend for prehospital data collection software and support services for the Emergency Medical Services system for ten (10) years, for a total amount of \$2,475,100; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to approve amendments that do not, in aggregate, exceed the 10% project contingency fund and sign amendments that do not change the substantive terms of the Agreement, as approved by County Counsel; and,
3. Authorize the Emergency Medical Services Agency (REMSA) Project Manager to execute project-operational documents that do not change the scope of work, terms and conditions of the Agreement and have no fiscal impact.

BACKGROUND:

Summary

Continued on page 2

BB:rp

Susan D. Harrington
Susan D. Harrington, Director
Department of Public Health

FORM APPROVED COUNTY COUNSEL 6/3/15
 BY: GREGORY P. PRIAMOS, DATE: Departmental Concurrence

Purchasing & FLEET SERVICES
 Lisa Brandl, Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 158,500	\$ 327,023	\$ 2,475,100	\$ 190,790	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

SOURCE OF FUNDS: Emergency Medical Services Fees (100%)
 Budget Adjustment: No
 For Fiscal Year: 14/15 - 24/25

C.E.O. RECOMMENDATION: APPROVE

BY: *Debra Courmoyer*
Debra Courmoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
 Nays: None
 Absent: None
 Date: June 16, 2015
 xc: Public Health, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

- Positions Added
- Change Order
- A-30
- 4/5 Vote

Prev. Agn. Ref.: _____ District: All Agenda Number: _____

3-39

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of the Professional Services Agreement with ImageTrend to provide
prehospital data collection software and support services for the Emergency Medical Services
system for ten (10) years. All Districts, [\$2,475,100 total]; [\$190,790 annually]; 100%
DATE: May 20, 2015
PAGE: 2 of 2

BACKGROUND:

Summary (continued)

California Code of Regulations, Title 22, requires that the local Emergency Medical Services (EMS) agency has a system for pre-hospital data collection to evaluate emergency medical care. One of the top opportunities to improve the Riverside County EMS System identified by the system stakeholders during the recent evaluation process was the integration of information systems/technology across providers. In addition, an updated data standard has been introduced by the National EMS Information System, NEMSIS Version 3. The Riverside County Emergency Medical Services Agency (REMSA) solicited proposals for a single, integrated data management system and NEMSIS Version 3 compliant Electronic Patient Care Report (ePCR) to serve the countywide EMS System.

Impact on Citizens and Businesses

There is no negative impact on citizens or businesses in the County of Riverside. The improved data collection and reporting capabilities will have a positive impact on patient care within the EMS system.

SUPPLEMENTAL:

Contract History and Price Reasonableness

Purchasing released a Request for Proposal #HSARC - 285, soliciting proposals from more than 20 companies and advertising on the County's internet. Five competitive responses were received for the ePCR system, ranging from \$1,153,357 to \$3,171,800, based on projected costs for a five year period.

An evaluation team consisting of representatives from REMSA, a base hospital, and county and city fire departments reviewed the proposals. The evaluation team reviewed and scored the proposals based on the bidder's technical capabilities, system functionality, technical support, data mining and reporting features, overall responsiveness to the requirements of the scope of service, compliance with NEMSIS Version 3 data standards, software and equipment capability, references and the overall cost. Product demonstrations were held at the Purchasing Department, and ImageTrend was selected as the lowest cost, most responsive/responsible vendor, submitting a proposal for a perpetual license agreement, to be hosted by the vendor.

ImageTrend provided a three year Lease-to-Own option for the perpetual licenses for their EMS Elite, EMS Field and License management system (online certification) products, which spreads the cost of the licenses over the first three years. Initial integration/system set up fees will be paid in this fiscal year to integrate all EMS System partners into the same data system. Each agency is responsible for its own equipment and connectivity. Annual support/hosting fees are then paid each year in advance as long as the license is used by the County. The 10% contingency will allow for annual increases for system expansion, including addition of EMS System partners. Initial and annual costs are as follows:

Fiscal Year	Amount	Description
FY 14/15	\$158,501	Setup and Integration Fees (June 2015)
FY 15/16	\$327,023	1/3 License cost; annual support/hosting fees
FY 16/17	\$327,023	1/3 License cost; annual support/hosting fees
FY 17/18	\$327,023	1/3 License cost; annual support/hosting fees
FY 18/19	\$190,790	Annual support/hosting fees
FY 19/20 - 24/25	\$190,790	Ongoing annual support/hosting fees
	annually	
10 Yr Total:	\$2,475,100	

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT
WITH
IMAGETREND, INC.

Original Contract Term:	June 16, 2015 through June 30, 2025
Contract Term Extended To:	Not applicable
Effective Date of Amendment:	Upon execution
Original Annual Maximum Contract Amount:	\$327,023
Amended Annual Maximum Contract Amount:	Not applicable
Contract ID: HSARC-95882-001-06/20	

The Agreement between County of Riverside (COUNTY) and ImageTrend, Inc. (CONTRACTOR), entered into as of June 16, 2015, is amended as follows:

1. To amend the name and all references to the "Department of Public Health" and replace with "Emergency Management Department" wherever it appears in this Agreement.
2. Section 3.3: Delete the County address in its entirety and replace with the following:
Emergency Management Department
Director, EMS Agency
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505
3. Exhibit B (Payment Provisions) is deleted in its entirety and replaced with the attached Exhibit B-1.
4. All other terms and conditions of the Agreement not modified herein shall remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: [Signature]
Print Name: WALTER MACK
Title: Purchasing Contract Specialist
Dated: 10/20/16

ImageTrend, Inc.

By: [Signature]
Print Name: Michael J. McBrady
Title: President
Dated: 10-20-16

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: [Signature]
Neal Kipnis,
Deputy County Counsel

RFP#HSARC-285
June 16, 2015 03-39
Form #116-311 Revision Date: 01/13/2016

Emergency Management Department • 4210 Riverwalk Parkway, Suite 300 • Riverside, CA 92505
Telephone 951.358.7100

EXHIBIT B-1 – PAYMENT PROVISIONS

A. CONTRACTOR will be paid based on a 3 Year Lease-to-Own agreement as follows:

COUNTY Fiscal Year	Amount	Description
Current FY	\$158,500	Setup and Integration Fees invoiced upon execution of contract
Year 1: FY 15/16	\$327,024	1/3 License cost; annual support/hosting fees
Year 2: FY 16/17	\$327,023	1/3 License cost; annual support/hosting fees
Year 3: FY 17/18	\$327,023	1/3 License cost; annual support/hosting fees
Year 4: FY 18/19	\$28,500	Credit annual support/hosting fees unused from Year 1 (\$162,290). Invoice annual custom development bucket (\$25,000) and training sessions/travel for additional years (\$3,500).
Years 5-10: FY 19/20-24/25	\$190,790 annually	Annual support/hosting fees (+CPI, as applicable)
10 Yr Contract Total:	\$2,475,100	

B. Terms:

- Following the COUNTY's payment for Year 3 described above, the COUNTY will own a non-transferable and non-exclusive perpetual license for the Elite EMS and License Management System to use in COUNTY's operations with support and hosting by CONTRACTOR as long as the recurring annual fees are paid.
- The setup and integration fees as detailed in the chart of itemized costs (C, below) will be invoiced in advance upon execution of the agreement in June 2015. This includes integration options, data management options, EMS license management integration options, and training and project management options. A detailed account of each completed item will be submitted in writing monthly by CONTRACTOR to COUNTY and unspent money will be applied as a credit to training and/or system enhancements.
- The recurring annual fees will be billed annually in advance as part of the 3 Year Lease-to-Own agreement. During Year 4, the annual fees will be adjusted based on the "go live" anniversary date.
- Should the COUNTY terminate prior to the third and final payment on the Lease to Own Option, the perpetual use license will remain with CONTRACTOR and any additional fees may be due.
- CONTRACTOR's license, annual support and hosting are based on 300,000 annual incidents as provided by COUNTY. CONTRACTOR reserves the right to audit the annual incident volume and the option to increase future support and hosting costs, with advanced notification to the COUNTY, if the number of annual incidents increases substantially and has a resulting effect of increased support calls and hosting requirements to CONTRACTOR.
- All hosting fees are based upon anticipated usage. CONTRACTOR will take the 3 year average after "go-live" to determine the baseline usage for bandwidth and storage per year and will not request an increase of fees unless there is an increase in usage of bandwidth and storage of 20% or more per year after year 4.

C. The Itemized costs are herein described.

Description	Qty	Unit Price	Total
Software			
EMS/Fire Web-based Products			
ImageTrend Elite EMS/Service Bridge License	1	\$108,000.00	\$108,000.00
ImageTrend Elite EMS Annual Support	1	\$19,200.00	\$19,200.00
ImageTrend Elite EMS Annual Hosting	1	\$21,000.00	\$21,000.00
ImageTrend Elite EMS Setup Fee and Project Management	1	\$20,000.00	\$20,000.00
ImageTrend Elite EMS Modules Included			
Auto-Post (If available)			
Certification Dashboard			
Documents			
Incident List			
Inventory			
QA/QI			
Report Writer (Transactional)			
Staff			
Training			
uPCR			
NFIRS Tab Setup	1	\$22,500.00	\$22,500.00
NFIRS Tab Annual Support	1	\$4,000.00	\$4,000.00
NFIRS Tab Annual Hosting	1	\$5,400.00	\$5,400.00
EMS/Fire Mobile Products			
ImageTrend Elite Field Site/Field Bridge License	1	\$108,000.00	\$108,000.00
ImageTrend Elite Field Site License Annual Support	1	\$19,200.00	\$19,200.00
EMS/Fire Modules			
Hospital Hub Setup and Access Fee for Services	1	\$27,000.00	\$27,000.00
Hospital Hub Annual Support and Hosting	1	\$7,500.00	\$7,500.00
Number of Hospitals Included: unlimited			
Visual Informatics - Analytics Setup Fee (Includes EMS cube)	1	\$43,200.00	\$43,200.00
Includes: Analytics, Pie Charts, Charting, Widgets, Interactive Alerting Engine			
Visual Informatics Annual Support	1	\$7,680.00	\$7,680.00
TOTAL Year 1 (Implementation + Annual Fees Year 1)			\$412,680.00
Annual Fees Year 2			\$83,980.00
Annual Fees Year 3			\$83,980.00
Three Year Total			\$580,640.00
Three Year Lease to Own Annual Fee Year 1			\$193,547.00
Three Year Lease to Own Annual Fee Year 2			\$193,547.00
Three Year Lease to Own Annual Fee Year 3			\$193,546.00
Annual Fees Year 5 and After			\$83,980.00

Description	Qty	Unit Price	Total
Integration Options			
Billing Integration (TriTech/ZOLL Billing Packages)	2	\$4,500.00	\$9,000.00
Billing Integration Annual Support	2	\$1,575.00	\$3,150.00
Standardized AMR Billing Export with Attachments			
Web Services Export of the NISE File and attachments	1	\$4,000.00	\$4,000.00
Web Services Export Annual Support	1	\$640.00	\$640.00
Web Services Export Annual Hosting (Bandwidth)	1	\$3,500.00	\$3,500.00
Inclusion of PDF	1	\$2,000.00	\$2,000.00
PDF Export Annual Support	1	\$320.00	\$320.00
PDF Export Annual Hosting (Bandwidth)	1	\$2,500.00	\$2,500.00
CAD Integrations - Fire & EMS (up to 15 integrations included)	15	\$3,000.00	\$45,000.00
CAD Annual Support and Hosting	15	\$1,166.67	\$17,500.00
Trauma (Digital Innovations) - EMS Data Exchange Setup Fee (NEMSIS 3)	1	\$15,000.00	\$15,000.00
Trauma - EMS Data Exchange Annual Support	1	\$5,250.00	\$5,250.00
C.A.R.E.S. Export Setup	1	\$20,000.00	\$20,000.00
C.A.R.E.S. Export Annual Support	1	\$3,200.00	\$3,200.00
FirstWatch Integration	1	\$12,500.00	\$12,500.00
FirstWatch Integration Annual Support	1	\$2,000.00	\$2,000.00
TOTAL Year 1			\$145,660.00
*Annual Fees after Year 1 (excluding year 4)			\$38,060.00
Data Management Options			
NEMSIS 2 Legacy Data Import, Storage, ePCR Generation and Report Writing	1	\$30,000.00	\$30,000.00
NEMSIS 2 Legacy Data Annual Support and Hosting	1	\$10,500.00	\$10,500.00
TOTAL Year 1			\$40,500.00
*Annual Fees after Year 1 (excluding year 4)			\$10,500.00

Training and Project Management Options			
Training Sessions - Onsite (Full Day M-F) - Year 1	6	\$1,000.00	\$5,000.00
Travel per Trainer for Onsite Training	3	\$1,500.00	\$4,500.00
Training Sessions - Onsite (Full Day M-F) - Additional Years	2	\$1,000.00	\$2,000.00
Travel per Trainer for Onsite Training	1	\$1,500.00	\$1,500.00
TOTAL Year 1			\$9,500.00
*Annual Fees after Year 1			\$3,500.00

Annual Custom Development Bucket	200	\$125.00	\$25,000.00
TOTAL Year 1			\$25,000.00
*Annual Fees after Year 1			\$25,000.00

Description	Qty	Unit Price	Total
EMS License Management			
EMS License Management Software License Purchase	1	\$63,000.00	\$63,000.00
EMS License Management Project Management and Setup	1	\$12,000.00	\$12,000.00
Standard Data Migration (Client to Populate ImageTrend Workbook)	1	Included	Included
Webinar Meetings and Training (based on ImageTrend's standard rate of \$125.00 per hour)	40	\$125.00	\$5,000.00
EMS License Management Annual Maintenance and Hosting Fees			
EMS License Management Annual Support	1	\$18,000.00	\$18,000.00
EMS License Management Annual Hosting	1	\$8,000.00	\$8,000.00
TOTAL Year 1			\$106,000.00
Annual Fees Year 2			\$26,000.00
Annual Fees Year 3			\$26,000.00
Three Year Total			\$158,000.00
Three Year Lease to Own Annual Fee Year 1			\$52,667.00
Three Year Lease to Own Annual Fee Year 2			\$52,667.00
Three Year Lease to Own Annual Fee Year 3			\$52,666.00
Annual Fees Year 5 and After			\$26,000.00
EMS License Management Integration Items			
EMS License Management Services			
EMS License Management National Registry Integration	1	\$7,500.00	\$7,500.00
EMS License Management National Registry Integration Annual Support	1	\$1,875.00	\$1,875.00
Payment Gateway (COUNTY Selected) Integration	1	\$7,500.00	\$7,500.00
Payment Gateway (COUNTY Selected) Integration Annual Support	1	\$1,875.00	\$1,875.00
TOTAL Year 1			\$18,750.00
*Annual Fees after Year 1 (excluding year 4)			\$3,750.00

Grande, Tina

From: Poselski, Renee K
Sent: Wednesday, October 10, 2018 9:21 AM
To: Sole Source, Purchasing
Cc: Summers, Teresa; Grande, Tina; Mack, Walter; Kissel, Shanna; Douville, Trevor; Macgavin, Brian; Martin, Keith; Whitesell, Mark
Subject: ImageTrend - Purchase of Patient Registry Module
Attachments: Amend 2 Exhibit A-1 Add Patient Registry.docx; H-11 PR2017-05918.pdf; REMSA ImageTrend Patient Registry Quote 180810v6.pdf; Amend 2 final - add Patient Registry revised 9.13.18.doc; Amend 2 Exhibit B-2 Add Patient Registry revised 9.11.18.docx; SSJ_ImageTrend-PatientRegistry 100218.pdf; RE: ImageTrend Patient Registry License and Support - TSOC approved 9.6.17

Attached is the Single Source Justification for the purchase of Patient Registry Module to add required functionality to the ImageTrend ePCR/License Management system. New regulations requiring data collection and submission of STEMI and Stroke data to a State database necessitate the expansion of the system to include these functions.

David Villegas (RCIT) has discussed with TSOC and the increase (compared to the original quote) has been provisionally approved (please see attached email).

Thank you,
Renee

Renee Poselski
Contracts and Grants Analyst
Riverside County Emergency Management Department
Business & Finance Division
Phone: 951.358.5864
Fax: 951.358.7105



EXHIBIT A-1 – SCOPE OF WORK

A. Selected Products and Services to be provided by CONTRACTOR:

1. Three Year Lease-to-Own Enterprise License, hosted by CONTRACTOR, for the NEMSIS Version 3 Elite EMS, Elite Field, and License Management System,
2. Provide the following products as described in Attachment C, "Product Descriptions", (including support/hosting):
 - a. ImageTrend Elite EMS License
 - b. ImageTrend Elite Field Site License
 - c. Hospital Hub Setup
 - d. NFIRS Tab
 - e. Virtual Informatics/EMS Cube
 - f. License Management System
 - g. Patient Registry, including Stroke and STEMI reporting forms (added July 2018)
3. Provide the following integrations (including support/hosting):
 - a. Billing Integrations (TriTech/Zoll Billing Packages); as needed
 - b. AMR Billing Export (including PDF)
 - c. CAD Integrations (Fire and EMS – up to 15 included)
 - d. Digital Innovations EMS Data Exchange (NEMSIS V3)
 - e. C.A.R.E.S. Export
 - f. FirstWatch Export
 - g. License Management System with the following integrations:
 - i. National Registry
 - ii. Payment Gateway (REMSA selected)
4. Data Management – Provide a Service Bridge to store the NEMSIS 2 Legacy Data from the previous system. To include import, storage, ePCR generation and report writing.
5. Training and Project Management (Train-the-Trainer)
 - a. Year 1 – 5 days of onsite training
 - i. Additional 40 hours of webinar meetings and training for EMS License Management
 - b. Subsequent Years – 2 days of onsite training per year
 - c. For addition of Patient Registry (2018), training will be paid upon delivery at actual cost, per COUNTY Policy.
6. Custom Development – 200 hours per year for custom enhancements
 - a. Hours will not be invoiced until a project is mutually agreed upon in writing and signature in the form of a Statement of Understanding (SOU) is completed;
 - b. CONTRACTOR will invoice ½ of the development up front and ½ upon conclusion of the development, testing and implementation.
 - c. Patient Registry (2018) is eligible for inclusion in original custom development hours.
7. Compatibility with Point of Service devices for Elite Field is updated continuously on the CONTRACTOR website and can be accessed at <http://www.imagetrend.com/support/system-requirements>

- B. The Service Level Agreement is included herein by this reference as Exhibit C.
- C. The Software Licensing Agreement is included herein by this reference as Exhibit D.
- D. Contracting with EMS System Participants
 - 1. CONTRACTOR will not contract directly with any EMS system participants within the REMSA area of jurisdiction unless approved by COUNTY in writing in advance.
- E. Project Implementation Plan
 - 1. The Project Management Document is included herein by this reference as Attachment B.
 - 2. CONTRACTOR will develop a transition based implementation plan with the COUNTY during the kick-off phase. The final version approved by both parties and signed by the project managers will be included as part of the Project Management Document.
- F. Escrow Agreement
 - 1. CONTRACTOR, as the holder of the escrow agreement with Iron Mountain, will add the COUNTY as a beneficiary to CONTRACTOR's escrow agreement at no additional cost to the COUNTY.
 - 2. The beneficiary enrollment form provided by CONTRACTOR will be signed by the COUNTY Purchasing Agent and REMSA Project Manager and approved by County Counsel.

Acosta, Ofelia

From: RCIT H-11 System <RCIT-ProcurementNotification@rivcoit.org>
Sent: Thursday, September 7, 2017 8:52 AM
To: OFELIA ACOSTA
Subject: H-11 Procurement Request - Recommended: PR2017-05918 CRM:0059467

Your H-11 procurement request Patient Registry License and Support submitted on 8/24/2017 4:06 PM has been recommended by TSOC. At this time, you will need to complete your departmental procurement process.

H-11 Procurement Number:
PR2017-05918

Description:

The Imagetrend registry platform for EMS agency includes 3 patient care registries for the specialty care systems we have in Riverside County (trauma, stroke and STEMI). Imagetrend is an extension of the current electronic patient care record we currently switched over to this year. The period of performance for this request would be for the next 8 years:

FY 17/18 - \$73,750
FY 18/19 - \$21,120 + 633.60 (up to 3% price increase) = \$21,753.60
FY 19/20 - \$21,753.60 + \$652.61 (up to 3% price increase) = \$22,406.21
FY 21/22 - \$22,406.21 + \$672.19 (up to 3% price increase) = \$23,078.39
FY 22/23 - \$23,078.39 + \$692.35 (up to 3% price increase) = \$23,770.75
FY 23/24 - \$23,770.75 + \$713.12 (up to 3% price increase) = \$24,483.87
FY 24/25 - \$24,483.87 + \$734.52 (up to 3% price increase) = \$25,218.38
Total cost \$214,461.20

TSOC APPROVED 9.6.17

Sincerely,
RCIT H-11 System

Acosta, Ofelia

From: Chavezvaldivia, Jolie
Sent: Tuesday, September 12, 2017 9:25 AM
To: Villegas, David; Acosta, Ofelia; Saruwatari, Kimberly
Cc: Barry (Garcia), Shelly; Rogers, Dave
Subject: TSOC - Approved items

Good Morning,

This email is to follow up with you in regards to the Approval of Pending Technology Procurements..

Item approved as recommended (via email vote).

4	PR2017_05918	EMD	\$ 214,461	Patient Registry License and Support - Imagetrend	Recommended
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Thank you,

Jolie Chavezvaldivia

Office Assistant III to
Gil Mejia, ACIO
Riverside County Information Technology
3450 14th Street, 3rd Floor
Riverside, CA 92501
Email: JChavezv@rivco.org
Desk: (951) 955-8767
Work Cell: (951) 850-0669

EXHIBIT B-2 – PAYMENT PROVISIONS

A. CONTRACTOR will be paid for the Patient Registry based on the following schedule:

COUNTY Fiscal Year	Amount	Description
Year 1: FY 18/19 One-time Fees	\$59,500 ✓	Patient Registry License and Setup/Implementation; Cardiac Form and Stroke Form Setup/Implementation
Year 1: Onsite training	\$14,250 ✓	Estimated Travel (3 trainers)/Training costs (9 sessions, Mon-Friday only)
Year 1: FY 18/19	\$21,120 ✓	Annual support/hosting fees for Patient Registry, Cardiac Form and Stroke Form (will be prorated for "go live" date through Jun 30, 2019)
Years 2-7: FY 19/20-24/25	\$164,968 ✓	Annual support/hosting fees for Patient Registry, Cardiac Form and Stroke Form, plus price increases from FY19/20 not to exceed 3%.
Not to exceed total:	\$259,838 ✓	

B. Payment Terms:

- a. The above one-time fees will be invoiced upon Contract amendment signature with payment terms of net 30 days.
- b. Training will be invoiced independently upon delivery. Only actual travel expenses shall be reimbursed with documentation per County Policy.
- c. Annual Support and Hosting fees will be invoiced at "go-live" date and prorated for the current year, to be charged in full annually in subsequent years.
- d. COUNTY agrees CONTRACTOR may, at CONTRACTOR's discretion, cease to provide access, hosting, support or otherwise disable the Software listed in Exhibit B-2 due to COUNTY's breach of contract, overdue payments, or missed payments.
- e. Patient Registry custom development will be included in the Custom Development Bucket as previously outlined in the original agreement.

C. Pricing escalation factors:

- a. CONTRACTOR will perform price increases of the recurring fees. The first price increase will occur with the fees due for Year 2. These price increases will occur once every year and may not exceed 3% of the price then currently in effect.
- b. All Annual SaaS Fees are based upon anticipated usage and are subject to an annual usage audit, which may affect future fees.
- c. All hosting fees are based upon anticipated usage and includes 30 GB of Storage total. These fees are subject to annual usage audits, which may affect future fees at an increase of \$15/10GB/month for Storage.

D. Statements/Invoices can be mailed or emailed to:

Emergency Management Department
 Attn: Fiscal
 4210 Riverwalk Parkway, Suite 300
 Riverside, CA 92505
 -OR-
 Emailed to: EMDFiscal@rivco.org

E. ImageTrend Salesperson Contact:

Joe Robinson
 (414) 614-3884
jrobinson@imagetrend.com
contracts@imagetrend.com

F. Pricing Agreement:

Description	Units	Price	Extended
Patient Registry License (Includes: Trauma Form, Readmission Form, Report Writer, University, NTDB/TQIP Export & Import)	1	\$50,000.00	\$50,000.00
Patient Registry Setup/Implementation Fee		\$8,000.00	\$8,000.00
Cardiac Form Reporting Setup (ACTION and CATH PCI Registries)	1	\$13,500.00	\$13,500.00
Stroke Form for the Patient Registry Setup (GWTG & California Registries, GTWG csv import)	1	\$13,500.00	\$13,500.00
Credit: Integration with DI Continuum of Care Server	1	(\$15,000.00)	(\$15,000.00)
Credit: DI Integration Annual Support and Hosting FY16/17 (paid for in FY14/15) and FY 17/18	2	(\$5,250.00)	(\$10,500.00)
TOTAL One-Time Fees			<u>\$59,500.00</u>

Description	Units	Price	Extended
Patient Registry Annual Support	1	\$8,000.00	\$8,000.00
Patient Registry Annual Hosting	1	\$4,000.00	\$4,000.00
Cardiac Form Annual Support	1	\$2,160.00	\$2,160.00
Cardiac Form Annual Hosting Fee	1	\$2,400.00	\$2,400.00
Stroke Form Annual Support	1	\$2,160.00	\$2,160.00
Stroke Form Annual Hosting	1	\$2,400.00	\$2,400.00
TOTAL Recurring Fees (Prorated Year 1)			<u>\$21,120.00</u>

Initial Onsite Training (Year 1)	Units	Price	Extended
Onsite Training Sessions (Full Day M-F)	9	\$ 1,000.00	\$9,000.00
Travel per Trainer per trip for Onsite Training (Estimated)	3	\$ 1,750.00	\$5,250.00
TOTAL Estimated Training Fees			<u>\$14,250.00</u>

Optional [^]	Units	Price	Extended
Onsite Training Sessions (Full Day M-F)		\$ 1,000.00	
Travel per Trainer per trip for Onsite Training		\$ 1,750.00	
Stroke Export Annual Support (From FY 19/20)		\$ 3,750.00	

[^]The COUNTY may elect to purchase additional services as set forth in the options identified above at the scheduled price amounts at any time during the initial term of the project. The COUNTY shall exercise said options by written notice to CONTRACTOR. Only actual travel expenses shall be reimbursed per County Policy, with appropriate documentation.