NOTICE OF AMENDMENT OF CONTRACT

TO: ImageTrend, Inc
20855 Kensington Blvd
Lakeville, MN 55044

DATE ISSUED: January 12, 2015

CURRENT REFERENCE NO: 772-14
CONTRACT TITLE: Patient Care Reporting System

THIS IS A NOTICE OF AMENDMENT OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective UPON EXECUTION OF SIGNED AMENDMENT and expires on June 30, 2015.

The contract documents consist of the terms, conditions, and specifications of Commonwealth of Virginia Contract No VDH - 601-517-09-102 and the bid of the Contractor incorporated herein by reference.

ATTACHMENTS:
AMENDMENT NO. 1

CONTRACT PRICING:
REFER TO ATTACHED PRICING

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

CONTACT: Tamara Bicknese
VENDOR PAYMENT TERMS: NET 30 DAYS
CONTACT EMAIL: tbicknese@imagetrend.com
COUNTY CONTACT: Grace Reves

TELEPHONE NO.: 952-469-1589
FAX NO. 952-985-5671
TELEPHONE NO.: 703-228-4640

Guinevere Bruner, CPPB
PROCUREMENT OFFICER

DATE 1/15/15

BID FOLDER: 1
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 772-14
AMENDMENT 1

THIS Amendment Number 1 ("Amendment") is made, on the date of its execution by the County, between ImageTrend, Inc., 20855 Kensington Boulevard, Lakeville, Minnesota 55044 ("Contractor"), a Minnesota Corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Work called for and the amounts to be paid under the Main Agreement, as amended (if applicable) the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows:

AMENDMENT TO EXHIBIT A - SCOPE OF SERVICES:
ImageTrend is excited to release its new product platform, ImageTrend Elite. This platform will support the NEMSIS version 3 standard.

As part of this release to the new product platform, ImageTrend has renamed its product offerings as detailed below.

<table>
<thead>
<tr>
<th>Existing Product Name</th>
<th>New Product Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Bridge</td>
<td>ImageTrend Elite EMS</td>
</tr>
<tr>
<td>Field Bridge</td>
<td>ImageTrend Elite Field</td>
</tr>
</tbody>
</table>

The recurring fees that each Client pays today will continue forward, however they will be established under the new product names.

Elite Product Upgrade Agreement

Perpetual Use License, ImageTrend Hosted Solution

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., a Minnesota corporation (hereinafter "IMAGETREND" or "CONTRACTOR")

AND: Arlington County, Virginia (hereinafter "CLIENT" or "COUNTY").

The County and Contractor mutually agree to the following changes to the original Contract between the Arlington County, Virginia and ImageTrend, Inc. for Agreement.

1. The purpose of this Amendment is for County to upgrade to Contractor’s Elite Platform and receive the product(s) and module(s) as outlined in Exhibit B Amendment - Pricing Agreement below.
2. This Amendment also includes updates and/or additions to the original Agreement as detailed in Exhibit B - ImageTrend Elite Upgrade Transition Process.
3. The Amendment does not change any previously-agreed-to ending date for the original Contract itself.
4. All other terms and conditions remain the same.
5. Product functionality has been reviewed and no customization is anticipated. Out of Scope customization is $125.00/hour and performed only under mutually agreed upon Statement of Work.
6. Contractor strongly advises against live data entry by County until your ImageTrend Representative authorizes you to do so.

**AD TO SCOPE OF SERVICES - EXHIBIT A FOR ELITE UPGRADE TRANSITION PROCESS**

This document outlines the Elite Upgrade Transition Process for Contractor and the County.

**Included Implementation Services**

The scope of this migration is to provide a seamless multi-faceted experience for the County. The County shall receive all necessary documentation to support both the migration process with respective timelines and educational materials. This project is dependent on active collaboration and clear communications between both County and Contractor.

**Implementation Services include:**

a) Contractor shall collaborate with the County to facilitate an effective implementation process including system usage, data migration, and training. A gap analysis will be conducted between County's existing NEMSIS v2.2.1 database and IMAGETREND's Elite development roadmap to best assess feasibility of migration, timeline expectations, risk management and fostering transparency of communication between the Contractor and the County.

b) Contractor shall utilize a multi-faceted implementation process to best fit the needs of the County and availability of system functionality. This process will include one-on-one phone/virtual correspondences with implementation staff, live webinar trainings and supplemental educational curriculum such as training documents, quick guides and pre-recorded trainings.

c) Contractor shall provide migration of select demographic and resource data from NEMSIS v2.2.1 to the NEMSIS v3 product platform.

d) Contractor shall provide reporting capabilities for NEMSIS v2.2.1 and NEMSIS v3, including canned reports that will be available for NEMSIS v3.

e) Any existing Ad Hoc Reports will need to be recreated by the County for NEMSIS v3.

f) Standard integrations which have annual support fees will be covered under the support agreement. Contractor shall work with the County to determine the schedule and timeline of each integration.

g) Any additional training for the Elite upgrade can be contracted separately.
Additional Implementation Services To Be Performed by County

Contractor shall provide migration of select demographic and resource data from NEMSIS v2.2.1 to the NEMSIS v3 product platform. The following list provides a sample of key set up items needed to be performed by the County:

- Run Form templates
- Data Element Manager
- Data Element mappings (i.e. billing integrations)
- Validation Rules
- PDF Reports
- Power Tools
- Report Writer - Adhoc Reports
- Active Protocols
- Auto-Narrative
- CMS Billing Calculation Rules
- Medications/Procedures By Certification Level

Project Completion
The Elite Upgrade Transition Process is considered complete once County is collecting live NEMSIS v3 data and the Contractor provides the Acceptance Form for County signature. Upon completion, the County will be transferred to the Contractor’s Support Team for any additional needs and will receive communications of newly released functionalities as they are available.

AMENDMENT TO EXHIBIT B - PRICING AGREEMENT
The County shall get an included number of Project Management hours as identified below. Any additional hours may be purchased at the rates listed below.

Contractor shall utilize a multi-faceted implementation process to best fit the needs of the County and availability of system functionality. This process shall include one-on-one phone/virtual correspondences with implementation staff, live webinar trainings and supplemental educational curriculum such as training documents, quick guides and pre-recorded trainings.
## Recurring Fees Pricing Agreement

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit(s)</th>
<th>Price</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Elite EMS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ImageTrend Elite Platform Upgrade</td>
<td>1</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>ImageTrend Elite EMS Upgrade Implementation Package</td>
<td>1</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>10,001 - 25,000 annual EMS runs: Project Management hours include 4 hours with an implementation staff member</td>
<td>1</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>ImageTrend Elite EMS Annual Support (previously known as Service Bridge - invoiced annually each year as contracted)</td>
<td>1</td>
<td>$3,200.00</td>
<td>$3,200.00</td>
</tr>
<tr>
<td>ImageTrend Elite EMS Annual Hosting (previously known as Service Bridge - invoiced annually each year as contracted)</td>
<td>1</td>
<td>$7,200.00</td>
<td>$7,200.00</td>
</tr>
<tr>
<td>ImageTrend Elite Field Site License Upgrade</td>
<td>1</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>ImageTrend Elite Field Annual SaaS Fee (previously known as Field Bridge - provided by State of Virginia)</td>
<td>1</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td><strong>Other Previously Contracted Recurring Fees</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Upgrade to Hospital Hub Setup and Access (previously known as Hospital Dashboard)</td>
<td>1</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>Number of Hospitals Included: 15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Upgrade to Hospital Hub Annual Support (previously known as Hospital Dashboard - invoiced annually each year as contracted)</td>
<td>1</td>
<td>$1,600.00</td>
<td>$1,600.00</td>
</tr>
<tr>
<td>GER Integration - NVERS Patient Tracking Annual Support previously known as Service Bridge - invoiced annually each year as contracted)</td>
<td>1</td>
<td>$960.00</td>
<td>$960.00</td>
</tr>
<tr>
<td>Billing Integration Annual Support previously known as Service Bridge - invoiced annually each year as contracted)</td>
<td>1</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>CAB Integration Annual Support &amp; Hosting previously known as Service Bridge - invoiced annually each year as contracted)</td>
<td>1</td>
<td>$2,800.00</td>
<td>$2,800.00</td>
</tr>
<tr>
<td>Daily Data Extract Annual Support previously known as Service Bridge - invoiced annually each year as contracted)</td>
<td>1</td>
<td>$3,600.00</td>
<td>$3,600.00</td>
</tr>
</tbody>
</table>

### Initial Description

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
<th>Price</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management hours - block of 2 hours (Billed at IMAGETREND's standard rate of $125.00/hour)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Onsite Training Sessions (Billed at IMAGETREND's standard rate of $1,000/day, 1 Trainer)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Onsite Training Travel per Trainer (Billed at IMAGETREND's standard rate of $1,500/day, 1 Trainer)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Custom Development requires separate Statement of Work – (Billed at IMAGETRENDS’s standard rates of $125.00/hour)

*The Client 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 Client shall exercise said options by written notice to IMAGETRENDS.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]
NAME AND RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 11/9/15

IMAGETRENDS, INC.

AUTHORIZED SIGNATURE: [Signature]
NAME AND MICHAEL J. BRADY, PRESIDENT
TITLE: Michael J. Brady, President
DATE: 11/9/15