



County of Fairfax, Virginia

AMENDMENT

Date: 9/29/2023

AMENDMENT NO. 7

CONTRACT TITLE: ImageTrend Annual Maintenance & Support

CONTRACTOR

ImageTrend, Inc.
20855 Kensington Blvd
Lakeville, MN 55044

SUPPLIER CODE

1000018863

CONTRACT NO.


4400008206

By mutual agreement, Contract 4400008206 is hereby amended as follows:

1. To add the Community Health Standalone module and set up services as outlined in Attachment A.
2. To renew the above contract for one year, effective March 1, 2024, through February 28, 2025. This is the last renewal option.

All other prices, terms and conditions remain the same.

ACCEPTANCE:

BY: 
Joseph T. Graw (Sep 28, 2023 12:32 CDT)

(Signature)

CGO

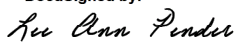
(Title)

Joseph T. Graw

(Printed)

Sep 28, 2023

(Date)

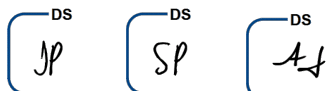
DocuSigned by:

E239B762E600465

Lee Ann Pender
Director/County Purchasing Agent

DISTRIBUTION:

Dept. of Finance – Accounts Payable/e
FRD – Jason Stanley/e
FRD – Bruce Webb/e
FRD – Steve Dennis/e
Contractor – emaieski@imagetrend.com

Contract Specialist I – Chan Park
ACS, Team 1



Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement/
Phone 703-324-3201, TTY: 711, Fax: 703-324-3228

SOFTWARE OR SERVICES AGREEMENT AMENDMENT

Contract Details			
Original Contract Number ("Original Contract")	4400008206	Amendment Contract Number	00007070.0

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, LLC**, Minnesota corporation (hereinafter "ImageTrend")

AND: **Fairfax County Fire and Rescue** (hereinafter "Client").

The Client and ImageTrend mutually agree to the following changes to the Original Contract between Fairfax County Fire and Rescue and ImageTrend, LLC.

1. The purpose of this Amendment is for Client to modify the Original Contract and Client's existing product orders and/or add new product items as outlined below in the Price Sheet attachment.
2. This Amendment is coterminous with the Original Contract. The Original Contract's term remains the same. All other terms and conditions remain the same.

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

Client

ImageTrend

Signature:

DocuSigned by:
Lee Ann Pender
E239B762E600465...

Signature:

Joseph T. Graw
Joseph T. Graw (Sep 28, 2023 12:32 CDT)

Print Name:

Lee Ann Pender

Print Name:

Joseph T. Graw

Title:

Director

Title:

CGO

Date:

9/29/2023

Date:

Sep 28, 2023

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement/
Phone 703-324-3201, **TTY:** 711, **Fax:** 703-324-3228

PRICE SHEET AND WORK ORDER ATTACHMENT

The prices below are based on the following SaaS transaction volumes, as provided by Client:
102,000 Incidents annually

One Time Fees

Description	SKU	Unit Price	Qty	Extended Amount	
Community Health™ Standalone Setup	ELT.003.002 .010	\$2,500.00	1	\$2,500.00	For the benefit of Fairfax City

Total One-Time Fees: \$2,500.00

Recurring Fees

Description	SKU	Unit Price	Qty	Extended Amount	
Community Health™ Standalone	ELT.001.002 .004	\$5,000.00	1	\$5,000.00	For the benefit of Fairfax City

Total Recurring Fees: \$5,000.00

TOTAL YEAR 1: \$7,500.00

Send Invoices To:

Steve Hartman
stephen.hartman@fairfaxcounty.gov
12099 Government Center Parkway
Fairfax, VA 20187

Payment Terms:

1. "One Time Fees" are due once and will be invoiced upon -Amendment signature.
2. "Recurring Fees" are annual fees which recur each year and due upon installation or receiving access.
3. The Recurring Fees will escalate in price annually by 3% beginning one year from the last signature hereto and each year thereafter.
4. Recurring Fees for Year 1 will be invoiced in full 90 days after amendment is signed by both parties. Recurring fees for Year 2 will be invoiced one year from amendment execution date and annually thereafter.
5. ImageTrend may temporarily suspend performance (e.g. cease to provide access, hosting, support) due to Client's breach of contract provided that ImageTrend notify the Client of such breach, and the Client shall have 30 days to cure such breach before ImageTrend may suspend performance.
6. ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement.

IMAGETREND COMMUNITY HEALTH TERMS OF USE

ImageTrend reserves the right to audit the Annual Number of Active Enrolled Patients on a yearly basis and increase prices according to the table below

Pricing above is based on:

Annual Active Enrolled Patients

Active Enrolled Patient volume may be audited each year. ImageTrend may use this resulting figure to increase cost on future invoices per the table below.

Annual Support and Hosting Pricing to increase as Active Enrolled Patients Increases as follows:

Annual # of Enrolled Patients		
Min	Max	Annual Fee
-	49	\$ 5,000.00
50	99	\$ 8,000.00
100	199	\$12,000.00
200	299	\$15,000.00
300	399	\$18,000.00
400	499	\$21,000.00
500	+	\$24,000.00







Amendment 7

Final Audit Report

2023-09-28

Created:	2023-09-28
By:	Erica Majeski (emajeski@imagetrend.com)
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"Amendment 7" History

-  Document created by Erica Majeski (emajeski@imagetrend.com)
2023-09-28 - 3:38:26 PM GMT- IP address: 206.188.237.139
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-  Signer jgraw@imagetrend.com entered name at signing as Joseph T. Graw
2023-09-28 - 5:32:00 PM GMT- IP address: 99.196.129.24
-  Document e-signed by Joseph T. Graw (jgraw@imagetrend.com)
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-  Agreement completed.
2023-09-28 - 5:32:02 PM GMT