November 17, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

PROPOSED AMENDMENT NO. 3 TO AGREEMENT 709-2019 WITH IMAGETREND, INC. TO INCLUDE DATA INTEGRATION WITH BIOSPATIAL PLATFORM
(Fiscal Impact: None)

The purpose of this letter is to request your Board's approval of the proposed Amendment No. 3 to Agreement 709-2019 with ImageTrend, Inc., to include data integration with the Biospatial Platform, effective November 17, 2026.

On November 19, 2019, your Board approved Agreement 709-2019 with ImageTrend, Inc. for licensing software used by the pre-hospital emergency medical services (EMS) system to document patient care reports. On October 6, 2020, your Board approved retroactive Amendment No. 1 to Agreement 709-2019 to increase the maximum compensation. On August 23, 2022, your Board approved Amendment No. 2, which added data integration with the FirstWatch system. This proposed Amendment No. 3 will add data integration with Biospatial. The Biospatial platform provides key features including EMS analytics, demand and mapping tools, syndromic surveillance, hospital market intelligence, and use cases used by public health agencies for early outbreak detection.

This Amendment has been reviewed and approved as to form by County Counsel.

Therefore, IT IS RECOMMENDED that your Board approve the proposed Amendment No. 3 to Agreement 709-2019 with ImageTrend, Inc. to include data integration with the Biospatial Platform, effective November 17, 2026, and authorize Chairman to sign.

Respectfully submitted,

Brynn Carrigan
Director of Public Health Services

BNC:mm
Attachment
cc: County Administrative Office

Docusign Envelope ID: FFEFC2E3-FE7D-8042-8048-9288D5CB3714

AMENDMENT

This Amendment ("Amendment") is made and entered into effective as of the last signature date, by and between ImageTrend, LLC ("ImageTrend"), a Minnesota Corporation located at 1305 Corporate Center Drive, Suite 500, Eagan, MN 55121, and County of Kern as represented by Kern County EMS ("Customer"). Each of ImageTrend and Customer are a "Party" and together, the "Parties."

RECITALS

WHEREAS, Customer has an agreement with ImageTrend for Elite, Kern County Agreement # 709-2019 (the "ImageTrend Agreement");

WHEREAS, the ImageTrend Agreement was previously amended in 2020 (# 608-2020) and 2022 (# 477-2022);

WHEREAS, ImageTrend acquired biospatial, Inc., and controls the biospatial web application (the "Web Application") on the biospatial by ImageTrend platform (the "Biospatial Platform");

WHEREAS, Customer wishes to extend its ability to utilize its data in the ImageTrend platform and the Biospatial Platform to obtain the most benefit from data provided under the ImageTrend Agreement;

NOW THEREFORE, the Parties agree to the additional terms to the ImageTrend Agreement as follows:

1. ImageTrend agrees to provide Authorized Individual Users of the Customer and Authorized Third-Party End Users of the Customer with access to the Web Application during the term of the ImageTrend Agreement.

2. Customer agrees that all rights and obligations granted to ImageTrend in the ImageTrend Agreement are hereby also granted to ImageTrend with respect to use of Customer Data in the ImageTrend platform and the Biospatial Platform.

3. Definitions.

    a. "Aggregate Data" means the compilation of Customer Data collected over time and/or the combination of Customer Data with data collected from other data sources, and the derived data resulting from the analysis and processing of such compiled and combined data to create Aggregate Data Insights.
    b. "Aggregate Data Insights" means the conclusions, patterns, trends, metrics, statistical models, predictions, or other analytical outcomes derived from the processing, examination, or interpretation of Aggregate Data.
    c. "Customer Data" means all electronic data, text, messages, communications or other materials submitted to and stored within a Service by Customer in connection with Customer's use of such Service. Customer Data does not include de-identified data or Aggregate Data Insights.
    d. "De-identified Data Set" means Customer Data which constitutes Protected Health Information as defined under HIPAA because it has been de-identified in accordance with 45 CFR. § 164.514(a)-(b).
    e. "Authorized Individual User" means an employee or agent of the Customer who has (i) been granted a user-based role and credentials to access the Web Application on behalf of that Customer, and (ii) electronically acknowledged and agreed to comply with terms of service applicable to the Web Application.
    f. "Authorized Third-Party End Users" means (i) organizations that transmit data to Customer or to ImageTrend on behalf of Customer, in each case to be included as part of Customer Data; (ii) county and local governmental agencies; and (iii) entities designated by Customer for the sole purpose of supervising and coordinating local emergency medical services or trauma systems.

4. ImageTrend may disclose Customer Data to third party healthcare providers, so long as the third-party healthcare provider facility or location is determined to be (i) the incident facility or (ii) the destination facility for any Customer Data disclosed to the third-party healthcare provider.

5. ImageTrend may disclose Customer Data to any third party at the direction of the Customer, and for which ImageTrend and Customer have agreed.

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6. ImageTrend may use Customer Data to create a De-identified Data Set. ImageTrend a may, in its discretion, transform, analyze, distribute and redistribute, create derivative works of, license, make available to researchers, or otherwise use such De-identified Data Set except as limited by applicable law and regulation.

7. ImageTrend may use Customer Data to create Aggregate Data. ImageTrend a may, in its discretion, transform, analyze, distribute and redistribute, create derivative works of, license, make available to researchers, or otherwise use such Aggregate Data and Aggregate Data Insights, except as limited by applicable law and regulation.

8. Customer hereby irrevocably assigns, transfers, and conveys to ImageTrend all of Customer's right, title, and interest in and to a De-identified Data Set, Aggregate Data, and Aggregate Data Insights, including the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world (the "Assignment"). To the extent Customer cannot make the Assignment as a matter of applicable law, Customer hereby irrevocably grants to ImageTrend, without further consideration, an exclusive, perpetual, worldwide, transferable, sublicensable (through multiple tiers), royalty-free, fully paid-up license under any and all such rights to exercise any and all present or future rights in the De-identified Data Set, Aggregate Data, and the Aggregate Data Insights.

9. Customer hereby authorizes ImageTrend to transmit, import, and/or disclose in accordance with the identified data exchanges, and to transmit, import and/or disclose other data reasonably necessary to achieve the purpose of section herein. This Agreement modifies any prior agreements of the parties only to the extent necessary to effect this agreement, and does not otherwise change the terms of any prior agreements between the parties.

10. Notwithstanding these licensed uses, Customer retains all ownership rights to Customer Data, and ImageTrend shall not acquire any right, title, or interest in Customer Data except the right and license expressly provided for in this Amendment.

11. Except as listed herein, no other terms of the ImageTrend Agreement or any prior amendment are modified by this Amendment.

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

County Of Kern	**ImageTrend, LLC**
Signature:	Signature: Signed by: John Wolfenden 0F221B58849A408...
Print Name:	Print Name: John Wolfenden
Title: Chairman, Board of Supervisors	Title: Chief Financial Officer
Date:	Date: 10/16/2026