

AGREEMENT FOR SERVICES

#347-PHD1203

DIGITAL INNOVATION, INC.

License and Support

for

Collector Trauma Registry Software Program

Amendment II

THIS Amendment to that AGREEMENT made and entered into on January 20, 2004 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Digital Innovation, Inc., a Corporation formed under the laws of the state of Maryland, whose principal place of business is 134 Industry Lane, Suite 3, Forest Hill, Maryland 21050 (hereinafter referred to as "Consultant");

W I T N E S S E T H

WHEREAS, County previously contracted and received software, licensing, installation and training for a proprietary trauma registry software program (hereinafter referred to as "Program") necessary to manage trauma patient information used by the Emergency Medical Services Agency of El Dorado County; and

WHEREAS, County desires to continue licensing, upgrades, and telephone support of said Program; and

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder, and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County and Consultant desire to extend the term of the existing agreement;

NOW, THEREFORE, County and Consultant mutually agree to the following:

ARTICLE II, Term shall be replaced by the following:

ARTICLE II

Term: This Agreement shall be effective February 17, 2004 and shall continue in effect until February 16, 2008 unless otherwise canceled by either party in accordance with Article IX of this Agreement.

ARTICLE III, Compensation for Services shall be replaced with the following:


ARTICLE II


Compensation for Services: County shall pay Consultant total of \$4,500 per year in advance upon approved invoice. Payment shall be within 45 days of receipt and approval of invoice from Consultant by the El Dorado County EMS Agency. This agreement shall not exceed a total of \$18,000 for the four year term.

The parties do hereby agree that all other provisions of the Agreement are to remain in full force and effect and that this Agreement remains subject to early termination by County as set forth in the original document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

CONSULTANT

By:  _____ Date: _____
John F. Kutcher, Jr., Ph.D., President
Digital Innovation, Inc.

By:  _____ Date: _____
_____, CFO
Digital Innovation, Inc.

COUNTY OF EL DORADO

By: _____ Date: _____