

**AMENDMENT NO. 4 TO ELECTRONIC PATIENT CARE REPORTING (ePCR)
AGREEMENT
BETWEEN
COUNTY OF MONTEREY
AND
ESO SOLUTIONS, INC.**

This Amendment No. 4 (the “*Amendment*”) is made and entered into as of March 31, 2024 (the “*Effective Date*”) by and between **ESO Solutions, Inc.**, (“*ESO*”), and **County of Monterey** (“*County*”), (each a “*Party*” and collectively the “*Parties*”).

WHEREAS, ESO is in the business of providing software services (the “*Services*”) to businesses and municipalities;

WHEREAS, the County entered into an agreement with ESO with a term of March 31, 2017 to March 30, 2020, with a not to exceed amount of \$ 450, 000.00.

WHEREAS, the parties entered into Amendment 1 which extended the agreement until March 30, 2022.

WHEREAS, the parties entered into Amendment 2 which extended the agreement until March 30, 2024 and added money in the amount of \$253,416.00 for an aggregate amount of \$703,416.00.

WHEREAS, the parties entered into Amendment 3 which added money in the amount of \$9,995.00 for an aggregate amount of \$713,411.00.

WHEREAS, County would like to amend its subscription with ESO and modify the Electronic Patient Care Reporting (ePCR) Agreement (the “*Agreement*”); and

WHEREAS, ESO is willing to agree to said amendment further described below.

WHEREAS, the parties wish to enter into Amendment 4 to extend the agreement until March 30, 2026, for a full term of March 31, 2017 to March 30, 2026, and to add money to the agreement of \$307,135.94, for an aggregate amount of \$1,020,546.94.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, County and ESO mutually agree as follows:

1. **Modifications**. The Parties agree that the terms and conditions of this Amendment modify the terms and conditions contained in the original Agreement effectively dated on or about March 31, 2017, as modified by Amendment No. 1, Amendment No. 2 and Amendment No. 3. All other terms and conditions remain the same. Taken together this Amendment and the Subscription Agreement (including Exhibits) constitute the entire agreement between the Parties regarding the Services purchased.
2. **Extension**. County desires, and ESO agrees, to modify the Agreement by extending the Term of the Agreement as follows:

- a. Section 7.1 of the AGREEMENT shall be amended by removing “The term of the AGREEMENT shall be from March 31, 2017 through March 30, 2022” and replacing it with “The term of the AGREEMENT shall be from March 31, 2017 through March 30, 2026.”
3. **Subscription Fees.** The Parties agree that Exhibit A to this Amendment shall be the updated Fees for the Services under this Agreement. Any Fees in excess of the Original Fees shall be invoiced as of the Effective Date of this Amendment. Section 8.1 of the Agreement shall be amended by removing “the maximum obligations of the COUNTY will be \$713,411.00” and replacing it with “the maximum obligation of the COUNTY will be \$1,020,546.94.”
4. **Software Schedule.** The ESO EMS Regional Repository Product and/or Services defined in Exhibit A of this Amendment shall replace the State Data Reporting Product and/or Services defined in the Agreement. The Enterprise Master Patient Index (eMPI) Product and/or Service shall be included in Customer’s HDE subscription in Exhibit A. eMPI automates the process of matching hospital records to EMS encounters. Patient care reporting suite, includes EHR web and mobile client (Windows and iOS*), Quality Management, AdHoc Reports, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades. **General availability expected Winter 2024.
5. **Counterparts; Execution.** This Amendment and any amendments hereto may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. Execution and delivery of this Amendment and any amendments by the Parties shall be legally valid and effective through: (i) executing and delivering the paper copy of the document, (ii) transmitting the executed paper copy of the documents by facsimile transmission or electronic mail in “portable document format” (“*.pdf*”) or other electronically scanned format, or (iii) creating, generating, sending, receiving or storing by electronic means this Amendment and any amendments, the execution of which is accomplished through use of an electronic process and executed or adopted by a Party with the intent to execute this Amendment (i.e. “*electronic signature*” through a process such as DocuSign®). In making proof of this Amendment, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of this Amendment is sought.

IN WITNESS WHEREOF, the undersigned expressly agree and warrant that they are authorized to sign and enter into this Amendment on behalf of the Party for which they sign and have executed this Amendment on the Effective Date first written above.

COUNTY OF MONTEREY

CONTRACTOR

By:

Department Head (if applicable)

Date:


By:

EMS Agency Director

Date:

Approved as to Form¹

By:

DocuSigned by:


A46091E5DE63489...
Chief Assistant County Counsel

Date:

4/26/2024 | 12:22 PM PDT

Approved as to Fiscal Provisions²

By:

DocuSigned by:


E79EF64E57454F6...
Auditor/Controller

Date:

4/29/2024 | 7:21 AM PDT

ESO Solutions, Inc.

Contractor's Business Name*

By:



Chief Legal and Compliance Officer

Robert Munden

Name and Title

Date:

April 23, 2024

By:



Robert Munden

Name and Title

Date:

April 23, 2024

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by the Office of the County Counsel is required for all Agreement.

²Approval by the Auditor/Controller's Office is required for all Agreements.

³Approval by Risk Management is required if changes are made to Insurance and Indemnification Provisions.

EXHIBIT A

Annual Subscription Fee Schedule

Customer hereby selected the following Services, at the fees indicated:

EHR					
Product	Volume	Price	Discount	Total	Fee Type
ESO EHR	67500 Incidents	\$86,990.00	(\$0.00)	\$86,990.00	Recurring
EHR CAD Integration	67500 Incidents	\$4,495.00	(\$2,897.03)	\$1,597.97	Recurring
EHR Billing Interface	67500 Incidents	\$1,295.00	(\$1,295.00)	\$0.00	Recurring

Repository					
Product	Volume	Price	Discount	Total	Fee Type
ESO EMS Regional Repository	1	\$85,000.00	(\$76,500.00)	\$8,500.00	Recurring

Regional EMS repository, including vendor on-boarding, data import, storage and reporting.

Total Recurring Fees	\$	177,780.00
Total One-Time Fees	\$	0.00
Recurring Discounts	\$	(80,692.03)
TOTAL FEES	\$	97,087.97

Health Data Exchange						
Product	Volume	Hospital Name	Price	Discount	Total	Fee Type
HDE (with eMPI) for FSED/Critical Access Facility		George L. Mee Memorial Hospital	\$8,700.00	(\$2,700.00)	\$6,000.00	Recurring
HDE (with eMPI) for Facilities w 100-200 Beds		Natividad Medical Center	\$21,460.00	(\$6,660.00)	\$14,800.00	Recurring
HDE (with eMPI) for Facilities w 200-450 Beds		Community Hospital of the Monterey Peninsula (CHOMP)	\$25,868.00	(\$8,028.00)	\$17,840.00	Recurring
HDE (with eMPI) for Facilities w 200-450 Beds		Salinas Valley Memorial Healthcare System	\$25,868.00	(\$8,028.00)	\$17,840.00	Recurring

Total Recurring Fees	\$	81,896.00
Total One-Time Fees	\$	0.00
One-Time Discounts	\$	(0.00)
Recurring Discounts	\$	(25,416.00)
TOTAL FEES	\$	56,480.00

Product	Description
Health Data Exchange, facility with 101-200 Beds	Inbound EMS Record to EMR; Outbound patient data from EMR to EMS; Patient Tracker Dashboard; Advanced Hospital Analytics; System Umbrella Account, includes system-wide analytics; Unlimited Users; Includes free software updates and upgrades
Health Data Exchange, facility with 201-450 Beds	Inbound EMS Record to EMR; Outbound patient data from EMR to EMS; Patient Tracker Dashboard; Advanced Hospital Analytics; System Umbrella Account, includes system-wide analytics; Unlimited Users; Includes free software updates and upgrades
Health Data Exchange - FSED	Connection of HDE to a Free-Standing Emergency Department.