

**AMENDMENT NO. 3 TO ELECTRONIC PATIENT CARE REPORTING (ePCR)
AGREEMENT
BETWEEN
COUNTY OF MONTEREY
AND
ESO SOLUTIONS, INC.**

This Amendment No. 3 (the “*Amendment*”) is made and entered into as of the date of execution by all parties (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, County would like to amend its subscription with ESO and modify the Electronic Patient Care Reporting (ePCR) Agreement (the “*Agreement*”) with the inclusion of a bi-directional integration of HDE to participating hospitals (the “*Implementation Fee*”) provided by ESO;

WHEREAS, County desires to obtain and implement the Implementation Fee for the benefit of Hospital Participants as defined below; and

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

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, as set forth more fully below, modify the terms and conditions contained in the original Agreement with effective date March 31, 2017, as modified by Amendment No. 1 and Amendment No. 2. All other terms and conditions remain the same. Taken together this Amendment and the Agreement as amended (including all Exhibits) constitute the entire agreement between the Parties regarding the Services purchased.
2. **Subscription Fees and Contract Limit**. County desires, and ESO agrees, to modify the Agreement by amending Exhibit H to the Agreement (“*Original Fees*”) to add the Services as further detailed under Exhibit H-2 to this Amendment (“*Fee Schedule and Payment Terms*”) and Exhibit H-2a (“*Hospital Participants*”). Any amounts paid by County toward the Original Fees during this Term for similar Products and/or Services which are also present on the Fee Schedule and Payment Terms shall be applied on a pro-rated basis. 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 \$703,416,00” and replacing it with “the maximum obligation of the COUNTY will be \$713,411.00.”
3. **Hospital Participants**. ESO and County agree that hospitals listed under Exhibit H-2a to this Amendment (“*Hospital Participants*”), shall be included in this Implementation Fee for bidirectional communication between the Hospital Participants and the County’s EMS.

4. **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: Susan Blitch
9A4AB0A569374C3
Chief Assistant County Counsel

Date:

5/31/2022 | 2:43 PM PDT

Approved as to Fiscal Provisions²

By:

DocuSigned by: Gary Giboney
72F6F2A450E7418...
Auditor/Controller

Date:

5/31/2022 | 3:06 PM PDT

ESO Solutions, Inc.

Contractor's Business Name*

By:

DocuSigned by: Robert Munden
72F6F2A450E7418...
Chief Legal and Compliance Officer

Robert Munden

Chief Legal & Compli.

Name and Title

Date:

5/25/2022 | 10:28 AM PDT

By:

DocuSigned by: Robert Munden
72F6F2A450E7418...

Robert Munden

Chief Legal & Comp

Name and Title

Date:

5/25/2022 | 10:28 AM PDT

:

*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 H-2

FEE SCHEDULE AND PAYMENT TERMS

County has selected the following Services, at the fees indicated below:

Health Data Exchange			
Product	Hospital Name	Total	Fee Type
Implementation Fee - (Large)		\$9,995.00	One-time
Total Recurring Fees		\$	0.00
Total One-Time Fees		\$	9,995.00
TOTAL FEES		\$	9,995.00

PAYMENT TERMS AND PAYMENT MILESTONES

County agrees to pay ESO the fees for the Software and/or Professional Services as set forth in the Software Schedule or SOW (collectively, "Fees"). County shall pay all invoices within thirty (30) days of receipt.

EXHIBIT H-2a**HOSPITAL PARTICIPANTS**


Hospital	Address
Community Hospital of the Monterey Peninsula	23625 Holman Hwy, Monterey, CA 93940
Natividad Medical Center	1441 Constitution Blvd., Salinas, CA 93906
Mee Memorial Healthcare System	300 Canal St, King City, CA 93930

Hospital Participants will coordinate with ESO to determine which data elements below will be delivered via HDE, provided that Hospital Participants shall at a minimum provide the indicated “Essential” data elements (the pre-selected minimal set of data elements for functional data exchange). Recommended data elements are optional elements that may be selected for improved exchange.

Data Category / Element	Essential	Recommended Emergency Department	Recommended Hospital
Demographic/ Billing Information			
Patient Demographics			
Patient Name	X		
Patient Gender	X		
Patient Race	X		
Patient Date of Birth	X		
Patient Address	X		
Patient Phone Number	X		
Patient Email	X		
Insurance Coverage			
Insurance Company ID	X		
Insurance Company Billing Priority	X		
Insurance Policy ID Number	X		
Insurance Group	X		
Insured Person’s Name	X		
Patient’s Relationship to Insured Person	X		
Payer Type (Medicare, Medicaid, Commercial, etc)	X		
Next of Kin (Relative or Guardian)			
Next of Kin Name	X		
Next of Kin Address	X		
Next of Kin Phone Number	X		
Next of Kin Email	X		
Patient’s Relationship to Next of Kin	X		

Data Category / Element	Essential	Recommended Emergency Department	Recommended Hospital
Employer			
Employer Name	X		
Employer Address	X		
Employer Phone Number	X		
Clinical Summary			
ED Arrival Date/Time	X		
ED Discharge Date/Time	X		
ED Discharge Disposition	X		
ED Diagnosis ICD 10 Code (Multiple)	X		
ED Diagnosis Description (Multiple)	X		
ED Physician Note	X		
Hospital Admission Date/Time	X		
Hospital Discharge Date/Time	X		
Hospital Discharge Disposition	X		
Hospital Discharge ICD Code (Multiple)	X		
Diagnosis Priority (admitted, working, final)	X		
Acuity Description/ESI Triage Score			
Chief Complaint			
Cause of Injury			
ED Physician Name			
Procedure Code			
Procedure Description			
Procedure Date/Time			
Patient Weight			
ICU Admission Date/Time			
ICU Discharge Date/Time			
Ventilator Start Date/Time			
Ventilator Stop Date/Time			
Vital Signs/Scores			
BP Date/Time			
BP Value			
Pulse Rate Date/Time			
Pulse Rate Value			
Respiratory Rate Date/Time			
Respiratory Rate Value			
SpO ₂ Date/ Time			
SpO ₂ Value			
EtCO ₂ Date/Time			
EtCO ₂ Value			
Temperature Date/Time			
Temperature Value			
Temperature Route			
12-Lead ECG Date/Time			

Data Category / Element	Essential	Recommended Emergency Department	Recommended Hospital
12-Lead ECG Interpretation			
Patient Weight Date/Time			
Patient Weight Value			
Pain Scale Date/Time			
Pain Scale Value			
NIHSS Date/Time			
NIHSS Value			
Cerebral Performance Category (CPC) Score			
Labs/Radiology			
Complete Blood Count			
Chemistries			
Troponin			
Cultures/virology			
Imaging interpretation by radiologist			
Notes/Narrative			
Physician Notes (Procedures, Admission, Discharge Summary, etc)			

 Note: shaded boxes indicate not applicable