

**AMENDMENT NO. 1
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
LONGVIEW INTERNATIONAL TECHNOLOGY
SOLUTIONS, INC. DBA LTS, INC.**

THIS AMENDMENT NO. 1 to AGREEMENT No. A-17149 is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and LongView International Technology Solutions, Inc. dba LTS, Inc. (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on December 13, 2024, COUNTY and CONTRACTOR entered into AGREEMENT NO. A-17149 in the amount of \$106,950 for the term of December 13, 2024, through October 31, 2026, for the provision of fully automated self-service healthcare kiosks, designed to provide direct and discrete access to a full range of diagnostic tests and health products as directed by COUNTY (Narcan dispensary); and

WHEREAS, COUNTY and CONTRACTOR wish to amend AGREEMENT NO. A-17149 to extend the term an additional three (3) years for a new term of December 13, 2024 through October 31, 2029, to add \$395,250 to the total Agreement amount for a new total Agreement amount of \$502,200, and to replace EXHIBIT A to include additional kiosk purchases.

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree as follows:

1. **Section 2.0, "PAYMENT PROVISIONS", Section 2.01, shall be amended by removing**, "The Total amount payable by the COUNTY to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$106,950" **and replacing it with** "The total amount payable by the COUNTY to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$502,200".
2. **Section 3.0, "TERM OF AGREEMENT", Section 3.01, shall be amended by removing**, "The term of this AGREEMENT is from December 13, 2024 to October 31, 2026, unless sooner terminated pursuant to the terms of this AGREEMENT", **and replacing it with** "The term of this AGREEMENT is from December 13, 2024 to October 31, 2029, unless sooner terminated pursuant to the terms of this AGREEMENT".
3. **Section 7.0, "TERMINATION", Section 7.01, shall be amended and restated as follows**, "During the term of this Agreement, either party may terminate the Agreement for any reason by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination".
4. **EXHIBIT A, "Scope of Services/Payment Provisions", shall be amended by removing** EXHIBIT A of this AGREEMENT **and replacing it with** "EXHIBIT A-1". All references in AMENDMENT NO. 1 to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
5. Except as provided herein, all remaining terms, conditions, and provisions of the

LongView International Technology Solutions, Inc. dba LTS, Inc.

Amendment No. 1

Term: 12/13/2024 – 10/31/2029

NTE: 502,200

AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full forces and effect as set forth in the AGREEMENT.

6. A copy of the Amendment No. 1 shall be attached to the original AGREEMENT executed by COUNTY on December 13, 2024.
7. This Amendment No. 1 is effective upon execution.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this AMENDMENT NO. 1 as of the day and year written below.

COUNTY OF MONTEREY

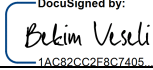
CONTRACTOR

By: _____
Contracts/Purchasing Officer

LongView International Technology Solutions,
Inc. dba LTS, Inc.

Contractor's Business Name*

Date: _____

By:  _____
(Signature of Chair, President, or Vice-President) *

By: _____
Department Head (if applicable)

Bekim Veseli, CEO

Date: _____

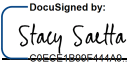
By: _____
Board of Supervisors (if applicable)

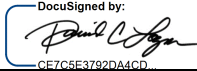
Name and Title

Date: _____

Date: 9/12/2025 | 2:05 PM PDT

Approved as to Form¹

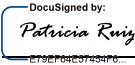
By:  _____
County Counsel

By:  _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer
or Assistant Treasurer)*

Date: 9/16/2025 | 4:48 PM PDT

David C. Logan, Secretary-Treasurer & CFO

Approved as to Fiscal Provisions²

By:  _____
Auditor/Controller

Name and Title

Date: 9/23/2025 | 1:22 PM PDT

Date: 9/12/2025 | 3:43 PM EDT

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

***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 County Counsel is required ²Approval by Auditor-Controller is required

EXHIBIT A-1

To Agreement by and between
County of Monterey Health Department, hereinafter referred to as “COUNTY”
AND
LongView International Technology Solutions, Inc. (LTS, Inc.),
hereinafter referred to as “CONTRACTOR”

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work for fully automated self-service healthcare kiosks, designed to provide direct and discrete access to a full range of diagnostic tests and health products as directed by COUNTY, as set forth below:

1. New equipment to be installed:

*Kiosk provided for the COUNTY are intended solely for Narcan dispensing purposes.

1. Quantity and installation of kiosks to be determined by COUNTY.
2. LED touchscreen display featuring 1200 nits, waterproof rating IP 68, fully laminated display with oleophobic and anti-reflective UV coating. Overall unit dimensions: W: 38.25” x H: 75.50” x D: 37.00”
3. Cloud-based telemetry, including remote reporting of power status, connectivity, internal and external temperature, and patient dispenses.
4. Programmed for continuous operational self-testing and diagnosis with status and incident reports.
5. Sensors based on photodiodes and phototransistors that use infrared light to detect, confirm and guarantee dispensing.

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6. Built-in heater safeguards equipment functionality and preserves dispensed medical products in cold weather environments, ensuring reliable operation and product quality.
7. *Flexible configuration & programming, up to 35 channels each.
8. Complies with The Americans with Disabilities Act (ADA). All the usability components, including the touchscreen and delivery areas, are positioned to accommodate wheelchair accessibility.

Cost estimate for the above purchased items, including installation: **See costs listed in Table B.2 and Table B.3 below.**

2. Dispensary Options:

Items that are dispensed from Kiosks may come from 2 sources:

1. Procured by CONTRACTOR and invoiced to COUNTY when the Kiosk is initially stocked and when the items are restocked.

NOTE: Some items may require an ordering lead time.

2. Procured by COUNTY. There is no item cost to have these items in the kiosks. (EX: Narcan provided by the State of CA). These items will have a dispense/restock fee of \$2.00/item that will be invoiced monthly.

NOTE: CONTRACTOR is able to mix both COUNTY provided items and CONTRACTOR provided items in the same kiosk. Configuration of the kiosk mixed product allotment should not exceed 20% COUNTY provided product.

3. Kiosk Stocking and Re-Stocking:

The kiosk's stock capacity will depend on the chosen items and their package sizes. CONTRACTOR'S Account & Delivery Management team will collaborate with COUNTY to determine the initial stock levels for each kiosk.

With 5 or more Kiosks at the Dispense+Data or Dispense+Data+Diagnostics tier:

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1. CONTRACTOR re-stocking labor on regular business days is included in the monthly lease fees.
2. Special request re-stocking or off-hours re-stocking may incur an additional charge.

With less than 5 Kiosks at the Dispense+Data or Dispense+Data+Diagnostics tier:

3. Kiosk re-stocking is the responsibility of COUNTY. CONTRACTOR will provide on-site stocking training to designated COUNTY personnel upon installation of the kiosks. CONTRACTOR will coordinate with COUNTY on product ordering and shipping times.

NOTE: FEES: \$2.00 per COUNTY purchased Dispensed Item (does not apply to CONTRACTOR procured items).

4. COUNTY Obligations:

1. **General.** COUNTY shall comply with all obligations stated below and together with all specific COUNTY requirements detailed in the Exhibit A/Scope of Services.
2. **Access.** COUNTY shall provide CONTRACTOR with reasonably continuous access.
3. **Physical Access.** COUNTY shall provide CONTRACTOR with access to the sites and/or centers.
4. **Information Technology Infrastructure and Connectivity.** COUNTY shall provide all necessary transmission capacity, telecommunications, and internet connectivity to properly receive, operate and maintain CONTRACTOR'S system in accordance with this AGREEMENT.
5. **COUNTY Stocking and Maintenance Responsibility**

A. COUNTY Responsibility for Stocking and Intellectual Property Protection:

- If the COUNTY elects to stock the kiosks themselves, they shall assume full responsibility for protecting the CONTRACTOR's intellectual property, including all hardware, software, and processes. The COUNTY must ensure that all proprietary information remains confidential and is not disclosed to any unauthorized parties.
- Should any losses be incurred by the CONTRACTOR due to the failure of the COUNTY to protect the

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CONTRACTOR's intellectual property or there is any unauthorized or inadvertent release of the CONTRACTOR's intellectual property, the COUNTY agrees to cover any and all resulting damages.

B. Assumption of Liability:

- The COUNTY shall assume full liability for any damage incurred to the kiosks while under their care. This includes, but is not limited to, damages resulting from improper handling, stocking, or maintenance.

C. Cost of Repairs and Replacement:

- In the event that a kiosk is damaged due to COUNTY personnel improperly handling, stocking or performing maintenance, the COUNTY will bear all costs associated with the necessary repairs. In addition to any hardware or software repairs, this includes travel fees, time, and labor costs for the CONTRACTOR's team to travel to the kiosk location to perform repairs.
- Should a kiosk need to be replaced due to damages caused by the COUNTY or the COUNTY's personnel, the COUNTY will assume all costs related to the return of the damaged kiosk to the CONTRACTOR's warehouse. Furthermore, the COUNTY will cover all expenses associated with prepping a new kiosk, including custom wrapping, delivery, and installation of the replacement kiosk.

By accepting responsibility for the stocking and maintenance of the kiosks, the COUNTY acknowledges and agrees to adhere to the terms outlined above. This agreement constitutes a pilot program permitting the COUNTY to assume responsibility for stocking the kiosks. This pilot is unique to the COUNTY and does not extend to any other contracts or entities that may reference this agreement. No guarantees are made that similar permissions will be granted to other entities or in other contracts.

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5. **Maintenance and Repair:**

- 1. CONTRACTOR shall undertake commercially reasonable efforts to keep the kiosks in good working order and condition during the term of the AGREEMENT.
- 2. In the event of an equipment failure, CONTRACTOR will respond to repair requests and attempt to resolve the issue remotely within 48 hours.
- 3. In the event of an equipment failure, CONTRACTOR will make every available effort to attempt to repair onsite within no more than 72 hours. If parts are necessary to make the repair, we will make every available effort to execute the repair within 48 hours of receipt of said part(s). If the equipment failure is secondary to any actions taken by the COUNTY's personnel, then the COUNTY will be responsible for all costs as specified above under Costs of Repair and Replacement.
- 4. CONTRACTOR shall have the exclusive right to repair, maintain, or move kiosks. Failure to follow this provision will void both the product warranty and CONTRACTOR'S maintenance warranty if any work is done by the COUNTY without the express written permission of the CONTRACTOR.

B. **PAYMENT PROVISIONS**

B.1 **COMPENSATION/PAYMENT**

COUNTY shall pay an amount not to exceed **\$502,200** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

B.2 **INITIAL SETUP COSTS**

Kiosk Setup: Software Install, Product Configuration, Branding, Testing Activation	QTY	Unit of Measure	Unit Price	Subtotal
Kiosk Program Implementation Fee INCLUDES: • Standard testandgo exterior wrap with customizable sections (artwork and design provided by COUNTY). • Virtual site survey	2	One-Time Fee. Includes up to 5 kiosks leased concurrently.	\$2,500	\$2,500.00 (1 st order = 4 units) (2 nd order = 5 units)

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• Installation, activation, setup, configuration, and testing for up to 5 kiosks ordered for concurrent delivery. EXCLUDES: • Customized workflow • Site upgrades (electrical, concrete, etc.) NOTE: • Placement of additional units at a later time will incur additional fees for site survey, setup, configuration, testing, etc. • Exterior wrap customization options are available for an additional fee, including both full customization and any post-deployment changes. • Personnel travel for installation and on-site training is billed as a separate fee.				
Kiosk Installation and Activation Fee per kiosk after 5 This Installation and Activation Fee will apply for each kiosk after the first 5 ordered for concurrent delivery. • NOTE: The Installation and Activation Fee for up to 5 kiosks ordered for concurrent delivery is included in the Kiosk Program Implementation Fee.	5	\$500 Per Kiosk after first 5.	\$500	\$2,500.00
ONE-TIME IMPLEMENTATION TOTAL	4			\$5,500
OPTIONAL INITIAL COSTS				
Custom Exterior Wrap Setup (Optional). • Setup for a fully customized exterior wrap with artwork and layout design provided by COUNTY (CONTRACTOR approval required). • Artwork and layout design services provided by CONTRACTOR may incur additional fees.	2	\$750 includes custom wrap with same design for all kiosks.	\$750	\$1,500
ONE-TIME IMPLEMENTATION TOTAL WITH OPTIONAL INITIAL COSTS	4			\$7,000

B.3 ONE-TIME COSTS: KIOSK DELIVERY & INSTALLATION AND ON-SITE TRAINING

Travel and Freight Charges for Delivery of Kiosk & Products	COST
Kiosk Freight Delivery Charge	Estimated freight from GA to Monterey,

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• The invoiced fee will be billed at actual freight costs based on quantity delivered, location, and timing of delivery.	CA. 4 kiosks = \$6,000 5 kiosks = \$ 4,000 9 kiosks = \$10,000
Product Delivery Charge • The invoiced fee will be billed at actual shipping/delivery charges based on quantity delivered, location, and timing of delivery.	TBD once product is configured.
Kiosk Installation and On-Site Customer Training	Estimate for on-site install and customer training: 4 kiosks = \$2,500 5 kiosks = \$2,500 9 kiosks = \$5,000

B.4 MONTHLY COSTS

1. Starting in year 2, monthly Platform as a Service Fees and optional diagnostic test insurance billing fees may be subject to an annual increase, not exceeding 3% in any given year, based on market conditions and inflationary factors. Should any increases arise, COUNTY would need to be notified within 90 days of the price change.

DISPENSE ONLY – Monthly Platform as a Service Fee	Price	Kiosk Count	Unit of Measure	Subtotal Monthly Cost
Kiosk Monthly Platform as a Service Fee - Dispense Only INCLUDES: • Dispense: Multi-SKU dispensing (Generation 1.0 Kiosk) • Monthly Kiosk unit utilization (i.e., invoices will reflect the quantity of each item dispensed) • Scheduled preventative and ongoing maintenance service • Software maintenance (version updates, patch updates, optimization) EXCLUDES: • Demographic/intake questions • Diagnostic testing • Insurance billing	\$850	9	Per Kiosk/Per month	\$ 7,650

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• Data integration • Customized workflow • Customized data reporting • Customized optimization • Vandalism or misuse of kiosk				
Monthly Stocking Fee (Kiosk Servicing Fee)	\$37.50	9	Per Kiosk/Per Month	\$337.50
DISPENSE ONLY Monthly Total (Per Kiosk):				\$7,987.50/month
Contractual Contingencies (Such as, but not limited to, Kiosk Re-stocking, Special Requests or off-hours restocking (@\$75/per hour)	\$10,000	N/A	As needed	\$10,000

B.5 KIOSK RE-STOCKING

With 5 or more kiosks at the Dispense+Data or Dispense+Data+Diagnostics tier:

- CONTRACTOR re-stocking labor on regular business days is included in the monthly lease fees with 5 or more kiosks at the Dispense+Data or Dispense+Data+Diagnostics tier.
- Special request restocking or off-hours re-stocking may incur an additional charge of \$75 per hour.

1. If COUNTY has 5 or more kiosks in deployment within the County at the Dispense+Data or Dispense+Data+Diagnostics tier, the CONTRACTOR will – on a quarterly basis and at no cost– conduct the following remote and onsite preventative maintenance activities on kiosks:
 - a. Inspect and clean the exterior and interior of each kiosk
 - b. Check the refrigeration unit and service as needed
 - c. Check the locking mechanism and service as needed
 - d. Conduct necessary on-site software and firmware updates
 - e. Validate connectivity and make adjustments as needed
 - f. Test all sensors and service as needed
 - g. Check the dispense mechanism and service as needed
 - h. Conduct UPS power-down and recharge validation
 - i. Check all hardware accessed by users (retrieval bin, tablet, etc.) and service as needed and level kiosk as needed.

If COUNTY has less than 5 kiosks at the Dispense+Data or Dispense+Data+Diagnostics tier and if the COUNTY is assuming responsibility for re-stocking the kiosks, the

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CONTRACTOR will train COUNTY how to stock and provide regular maintenance on the kiosks. Any special non-repair requests for regular maintenance and servicing, if the COUNTY is assuming stocking and maintenance responsibilities, will incur a charge of \$75 per hour, plus any and all associated costs for CONTRACTOR’s personnel that are dispatched to the respective kiosk(s).

Less than 5 Kiosks at the Dispense+Data or Dispense+Data+Diagnostics tier:

- Kiosk re-stocking is the responsibility of the CONTRACTOR. CONTRACTOR will provide on-site stocking training to designated COUNTY personnel upon installation of the kiosks. CONTRACTOR will coordinate with the COUNTY on product ordering and shipping times. All provisions set forth in A.1.4.5 “COUNTY Stocking and Maintenance Responsibility” apply.
- Optionally, with less than 5 kiosks at the Dispense+Data or Dispense+Data+Diagnostics tier the CONTRACTOR can also provide turn-key restocking and regular preventative maintenance for a flat fee of \$1,000 per month. This will include preventative maintenance and product restocking for up to 5 hours/week total for all kiosks in the COUNTY. This fee will be WAIVED when and if COUNTY reaches 5 kiosks at the Dispense+Data or Dispense+Data+Diagnostics tier.

Service Fee Adjustment: Narcan and FTS Cost	Price	Unit of Measure	Subtotal
INCLUDES: • ATM: Narcan 2 count • FTS	ATM \$6	Per Narcan/FTS As needed	\$20,000

In the event that the Opioid Settlement Funds that provide free Narcan and Fentanyl Test Strips to the County are terminated, resulting in the need to procure these items from LTS vendor, the service fee shall be adjusted to include the current market price of Narcan and FTS as required to maintain program operations.

B.6 AVAILABLE DISCOUNTS

*Monthly Kiosk Lease Fees

CONTRACTOR is able to offer a monthly lease fee discount for 6 or more Dispense+Data kiosks at the following rate:

- Dispense+Data Kiosks: **\$150/month per kiosk discount** for 5 or more
- Dispense+Data kiosks for lease price of **\$1,600/month.**
- Dispense ONLY Kiosks – Stocking Fee: \$37.50/month per kiosk discount for 4 units (Total \$150 per month).

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- This discount is applicable to the monthly platform lease fee only and does not apply to product.

***Multi-Year Lease Agreements**

CONTRACTOR is able to offer multi-year lease discounts for 3 or more kiosks at the following rate:

- A **3% discount** on monthly lease fees for a 2-year lease commitment.
- A **5% discount** on monthly lease fees for a 3-year commitment.
- This discount is applicable to the monthly platform lease fee only and does not apply to product.

All written reports required under this Agreement must be delivered to Shibaanee Sumeshwar or designee, in accordance with the schedule above.

There shall be no travel reimbursement allowed during this AGREEMENT.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

C. DE-ESCALATION EXPENSES IN CASE OF EARLY TERMINATION

In the event that COUNTY elects to have a Kiosk removed and not reinstalled at an alternate location, the CONTRACTOR and the COUNTY will enter into a written amendment for the payment of demobilization costs. These costs encompass all expenses associated with the removal, transportation, and associated logistics of the Kiosk, subject to the terms of COUNTY'S Travel Policy, (Travel and Business Expense Reimbursement Policy) at <https://www.countyofmonterey.gov>. If the Kiosk has been in place for a period less than one year at the time of removal, the Customer shall bear the full cost of demobilization. This includes, but is not limited to, transportation logistics for the safe and secure removal of the Kiosk from the site and travel costs for any personnel required to facilitate the demobilization process, all subject to the terms of the COUNTY'S Travel Policy. The Company will provide the Customer with a detailed breakdown of these costs. Demobilization costs are designed to compensate for the logistical and operational expenses incurred by the Company due to the early termination of the Kiosk's deployment.

D. CONTRACTORS BILLING PROCEDURES

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NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the AGREEMENT, payment at conclusion of the AGREEMENT, etc.

Invoices may be mailed to: Monterey County Health Department
Attn: Accounts Payable/Admin-Facilities
1270 Natividad Road
Salinas, CA 93906

Invoices **should** be emailed directly to: hdadminfinance@countyofmonterey.gov
Cc: sumeshwarsd@countyofmonterey.gov

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this AGREEMENT.

No payments in advance or in anticipation of services or supplies to be provided under this AGREEMENT shall be made by COUNTY.

COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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