

**RENEWAL AND AMENDMENT NO. 5 TO ELECTRONIC PATIENT CARE REPORTING (ePCR)  
AGREEMENT BETWEEN COUNTY OF MONTEREY AND ESO SOLUTIONS, INC.**

This Renewal and Amendment 5 (the “*Amendment*”) is made and entered into as of March 31, 2026 (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 the Electronic Patient Care Reporting (ePCR) Subscription Agreement with ESO with a term of March 31, 2017 to March 30, 2020 (the “**Agreement**”) 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**, the Parties entered into Amendment 4 which extended the Agreement until March 30, 2026 and added money in the amount of \$307,135.94 for an aggregate amount of \$1,020,546.94.

**WHEREAS**, County would like to amend the Agreement; and

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

**WHEREAS**, the Parties wish to enter into Renewal and Amendment 5 retroactive to March 30, 2026, and to extend the Agreement until March 30, 2028, for a full term of March 31, 2017, to March 30, 2028, and to add money to the Agreement of \$326,841.20 for an aggregate amount of \$1,347,388.14.

**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 Renewal and Amendment 5 modify the terms and conditions contained in the Agreement effectively dated on or about March 31, 2017, as modified by Amendment 1, Amendment 2, Amendment 3 and Amendment 4. All other terms and conditions remain the same. Taken together this Amendment 5 and the 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, 2026” and replacing it with “The term of the Agreement shall be from March 31, 2017 through March 30, 2028.”

3. **Subscription Fees.** The Parties agree that Exhibit A to this Renewal and Amendment 5 shall be the updated Fees for the Services under the Agreement. Any Fees in excess of the Original Fees shall be invoiced as of the Effective Date of this Amendment 5. Section 8.1 of the Agreement shall be amended by removing “the maximum obligations of the County will be \$1,020,546.94.” and replacing it with “the maximum obligation of the County will be \$1,347,388.14.”

4. **Counterparts; Execution.** This Renewal and Amendment 5 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 Renewal and Amendment 5 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 Renewal and Amendment 5, 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 Renewal and Amendment 5 (i.e. “*electronic signature*” through a process such as DocuSign®). In making proof of this Renewal and Amendment 5, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of this Renewal and Amendment 5 is sought.

**IN WITNESS WHEREOF**, the undersigned expressly agree and warrant that they are authorized to sign and enter into this Renewal and Amendment on behalf of the Party for which they sign and have executed this Renewal and 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 Form<sup>1</sup>

By: \_\_\_\_\_  
DocuSigned by:  
*Anne Breton*  
A46091E5DE63489  
Chief Assistant County Counsel

Date: \_\_\_\_\_  
4/7/2026 | 3:54 PM PDT

\_\_\_\_\_  
ESO Solutions, Inc.  
Contractor’s Business Name\*

By: \_\_\_\_\_  
*Robert L. R. Munden*  
Chief Legal and Compliance Officer

\_\_\_\_\_  
Robert L. R. Munden  
Name and Title

Date: \_\_\_\_\_  
April 2, 2026

Approved as to Fiscal Provisions<sup>2</sup>

DocuSigned by:

*Patricia Ruiz*

By:

Auditor/Controller

Date:

4/8/2026 | 9:58 AM PDT

By:



Robert L. R. Munden, Secretary

Name and Title

**EXHIBIT A-1**

**Annual Subscription Fee Schedule**

1. The SaaS subscription term shall begin on April 26, 2026 (“Annual Subscription Date”).
2. Customer hereby orders and agrees to timely pay for the following Services for the agencies and volumes listed in Table 1, at the fees indicated here:

April 26, 2026 - April 25, 2027

Year 1						
EHR						
Product	Hospital Name	Volume	Price (USD)	Discount (USD)	Total (USD)	Fee Type
EHR CAD Integration		68320 Incidents	\$4,495.00	(\$2,849.09)	\$1,645.91	Recurring
ESO EHR		68320 Incidents	\$95,689.00	(\$6,089.30)	\$89,599.70	Recurring
EHR Billing Interface		68320 Incidents	\$995.00	(\$995.00)	\$0.00	Recurring
Health Data Exchange						
Product	Hospital Name	Volume	Price (USD)	Discount (USD)	Total (USD)	Fee Type
HDE (with eMPI) for FSED/Critical Access Facility	George L. Mee Memorial Hospital	1 Facilities	\$9,135.00	(\$2,955.00)	\$6,180.00	Recurring
HDE (with eMPI) for Facilities w 100-200 Beds	Natividad Medical Center	Up to 1 Facilities	\$22,533.00	(\$7,289.00)	\$15,244.00	Recurring
HDE (with eMPI) for Facilities w 200-450 Beds	Community Hospital of the Monterey Peninsula (CHOMP)	Up to 1 Facilities	\$27,161.00	(\$8,785.80)	\$18,375.20	Recurring
HDE (with eMPI) for Facilities w 200-450 Beds	Salinas Valley Memorial Healthcare System	Up to 1 Facilities	\$27,161.00	(\$8,785.80)	\$18,375.20	Recurring
Repository						
Product	Hospital Name	Volume	Price (USD)	Discount (USD)	Total (USD)	Fee Type
ESO EMS Regional Repository		1	\$85,000.00	(\$76,245.00)	\$8,755.00	Recurring
<b>Total Recurring Fees</b>				USD		272,169.00
<b>Discounts</b>				USD		(113,993.99)
<b>TOTAL FEES</b>				USD		158,175.01

April 26, 2027 – April 25,2028

Year 2						
EHR						
Product	Hospital Name	Volume	Price (USD)	Discount (USD)	Total (USD)	Fee Type
EHR CAD Integration		68320 Incidents	\$4,495.00	(\$2,799.71)	\$1,695.29	Recurring
ESO EHR		68320 Incidents	\$95,689.00	(\$3,401.31)	\$92,287.69	Recurring
EHR Billing Interface		68320 Incidents	\$995.00	(\$995.00)	\$0.00	Recurring
Health Data Exchange						
Product	Hospital Name	Volume	Price (USD)	Discount (USD)	Total (USD)	Fee Type
HDE (with eMPI) for FSED/Critical Access Facility	George L. Mee Memorial Hospital	1 Facilities	\$9,135.00	(\$2,769.60)	\$6,365.40	Recurring
HDE (with eMPI) for Facilities w 100-200 Beds	Natividad Medical Center	Up to 1 Facilities	\$22,533.00	(\$6,831.68)	\$15,701.32	Recurring
HDE (with eMPI) for Facilities w 200-450 Beds	Community Hospital of the Monterey Peninsula (CHOMP)	Up to 1 Facilities	\$27,161.00	(\$8,234.54)	\$18,926.46	Recurring
HDE (with eMPI) for Facilities w 200-450 Beds	Salinas Valley Memorial Healthcare System	Up to 1 Facilities	\$27,161.00	(\$8,234.54)	\$18,926.46	Recurring
Repository						
Product	Hospital Name	Volume	Price (USD)	Discount (USD)	Total (USD)	Fee Type
ESO EMS Regional Repository		1	\$85,000.00	(\$75,982.35)	\$9,017.65	Recurring
<b>Total Recurring Fees</b>		<b>USD</b>	<b>272,169.00</b>			
<b>Discounts</b>		<b>USD</b>	<b>(109,248.73)</b>			
<b>TOTAL FEES</b>		<b>USD</b>	<b>162,920.27</b>			

The volumes above shall be allocated as follows:

Table 1

Monterey Health Department Emergency Medical System (EMS)				
Agency	EHR Incidents	Billing	CAD	FirstWatch
Aromas Tri-County FPD, Carmel Highlands FPD, Cypress FPD, & Pebble Beach CSD (CA)	553	1	1	0
Big Sur VFB	46	1	1	0
Cachagua FPD	37	1	1	0
City of Carmel by the Sea Fire Ambulance	1073	1	1	0
City of Gonzales	419	1	1	0
Community Hospital of the Monterey Peninsula (CHOMP)				
Fort Hunter Liggett FD	195	1	1	0
George L. Mee Memorial Hospital				
Greenfield FPD	729	1	1	0
Marina Fire Department (CA)	2073	1	1	0
Monterey County Regional FPD	2054	1	1	0
Monterey Fire Department (CA)	5673	1	1	0
Natividad Medical Center				
North County FPD (CA)	769	1	1	0
North County Fire Protection District Of Monterey County	742			
Salinas Fire Department	10925	1	1	0
Salinas Valley Memorial Healthcare System				
Seaside Fire Department	2631	1	1	0
American Medical Response - Monterey	40375	1	1	1
Mercy Air Service	26	1	1	0
	68320			

***Customer acknowledges and agrees that it must fully and accurately report discounts or other incentives under this Agreement on any cost reports or other applicable claims for payment submitted under any federal health care program, including but not limited to Medicare and Medicaid, as required by federal law.***

3. Unless indicated below, no Third-Party Payer is responsible for any products Fees.
4. All the Fees above will be invoiced by ESO as follows unless otherwise arranged with a Third-Party Payer:
  - 4.1 During the first year, all Fees shall be invoiced on or about the Effective Date.
  - 4.2 During the second year and any renewal years thereafter, 100% of the recurring Fees shall be due on the anniversary of the Annual Subscription Date.
  - 4.3 In addition, an additional Implementation Fee shall be due if Customer migrates to a new hospital EHR vendor that requires ESO to update the HDE Software.
5. Customer will coordinate with ESO to determine which data elements below will be delivered via HDE, provided that Customer 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.

**Essential Data Elements**

Patient Demographics

Patient Name

Patient Gender

Patient Race	etc.)	ED Arrival Date/Time
Patient Date of Birth	<u>Next of Kin (Relative or Guardian)</u>	ED Discharge Date/Time
Patient Address	Next of Kin Name	ED Discharge Disposition
Patient Phone Number	Next of Kin Address	ED Diagnosis ICD 10 Code (Multiple)
Patient Email	Next of Kin Phone Number	ED Diagnosis Description (Multiple)
	Next of Kin Email	ED Physician Note
<u>Insurance Coverage</u>	Patient's Relationship to Next of Kin	Hospital Admission Date/Time
Insurance Company ID		Hospital Discharge Date/Time
Insurance Company Billing Priority	<u>Employer</u>	Hospital Discharge Disposition
Insurance Policy ID Number	Employer Name	Hospital Discharge ICD Code (Multiple)
Insurance Group	Employer Address	
Insured Person's Name	Employer Phone Number	Diagnosis Priority (admitted, working, final)
Patient's Relationship to Insured Person		
Payer Type (Medicare/caid, commercial)	<u>Clinical Summary</u>	

**Recommended (Optional) Elements**

<u>Clinical Summary</u>	Pain Scale Date/Time
Acuity Description/ESI Triage Score	Pain Scale Value
Chief Complaint	NIHSS Date/Time
Cause of Injury	NIHSS Value
ED Physician Name	Cerebral Performance Category (CPC) Score
Procedure Code	
Procedure Description	<u>Labs/Radiology</u>
Procedure Date/Time	Complete Blood Count
Patient Weight	Chemistries
ICU Admission Date/Time	Troponin
ICU Discharge Date/Time	Cultures/virology
Ventilator Start Date/Time	Imaging interpretation by radiologist
Ventilator Stop Date/Time	
<u>Vital Signs/Scores</u>	<u>Notes/Narrative</u>
BP Date/Time	Physician Notes (Procedures, Admission, Discharge Summary, etc.)
BP Value	
Pulse Rate Date/Time	
Pulse Rate Value	
Respiratory Rate Date/Time	
Respiratory Rate Value	
SpO2 Date/ Time	
SpO2 Value	
EtCO2 Date/Time	
EtCO2 Value	
Temperature Date/Time	
Temperature Value	
Temperature Route	
12-Lead ECG Date/Time	
12-Lead ECG Interpretation	
Patient Weight Date/Time	
Patient Weight Value	

**EXHIBIT A-2**  
**SAAS SOFTWARE**

1. The subscription year for Services shall commence fifteen (15) days following the Effective Date of the Subscription Agreement executed by Customer (“SaaS Subscription Start Date”).
2. Customer hereby agrees to timely pay for, the following products for the benefit of American Medical Response - Monterey.

Year 1					
EHR					
Product	Volume	Price (USD)	Discount (USD)	Total (USD)	Fee Type
Interface - First Watch	1 Each	\$3,145.00	( \$314.50 )	\$2,830.50	Recurring
<b>Total Recurring Fees</b>			USD		3,145.00
<b>Discounts</b>			USD		(314.50)
<b>TOTAL FEES</b>			USD		2,830.50

Year 2					
EHR					
Product	Volume	Price (USD)	Discount (USD)	Total (USD)	Fee Type
Interface - First Watch	1 Each	\$3,145.00	( \$229.58 )	\$2,915.42	Recurring
<b>Total Recurring Fees</b>			USD		3,145.00
<b>Discounts</b>			USD		(229.58)
<b>TOTAL FEES</b>			USD		2,915.42

*Customer acknowledges and agrees that it must fully and accurately report discounts or other incentives under this Agreement on any cost reports or other applicable claims for payment submitted under any federal health care program, including but not limited to Medicare and Medicaid, as required by federal law.*

3. All the Fees above will be invoiced by ESO as follows unless otherwise arranged with a Third-Party Payer:
  - 3.1. During the Initial Term 100% of the One-time Fees shall be invoiced on or about the Effective Date and the annual Recurring Fees shall be invoiced on a pro-rata basis through April 25, 2026.
  - 3.2. Thereafter 100% of the annual Renewal Fees shall be due on April 26, 2026 (Annual Subscription Date) and on the 12 month anniversary for all renewals.