

THIRD AMENDMENT TO AGREEMENT#11350
BETWEEN ALACHUA COUNTY ESO SOLUTIONS, INC. FOR EMS PATIENT CARE AND
BILLING SOFTWARE

THIS **THIRD** AMENDMENT TO AGREEMENT, made and entered into this _____ day of _____ A.D. 20____, by and between Alachua County, charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and ESO Solutions, Inc, a Texas Corporation, hereinafter referred to as "Professional". Collectively hereinafter the County and Professional are referred to as "Parties".

WITNESSETH:

WHEREAS, the Parties hereto previously entered into the *Agreement between Alachua County and ESO Solutions, Inc.*, dated August 27, 2019 (the "Agreement") for the provision of EMS Patient Care Software and EMS Billing Software for its Fire Rescue Department; and,

WHEREAS, the Parties entered into the First Amendment to the Agreement, dated November 12, 2019 (the "First Amendment"); and further entered into the Second Amendment to the Agreement, dated August 25, 2020 (the "Second Amendment") through which services were added to the Scope of Services and Not to Exceed Cost of the Agreement was increased to account for the added services; and

WHEREAS, the County desires the Professional provide additional services to the current Scope of Service and to increase the Not to Exceed Cost of the Agreement accordingly,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree to amend the Agreement as follows:

- A. Exhibit 1 of the Agreement, Scope of Service, as amended by the Second Amendment, is hereby amended and replaced with a new Scope of Service attached to this Amendment.
- B. Paragraph #9 of the Agreement, Method of Payment, sub-paragraph 9.1 is hereby amendment in its entirety to read:

9.1 ESO shall be paid for those services required by this Agreement not to exceed the sum of Eighty-Eight Thousand Dollars and 00/100 (\$88,000.00) allocated as outlined in the Scope of Services, Exhibit 1. This amount includes any charges for services rendered, invoiced and paid, prior to this Amendment.
- C. This Third Amendment shall take effect upon the date of execution by the parties.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original

Agreement, as previously amended, shall be and remain in full force and effect. In the event of any conflict between this Third Amendment and previous Amendments, the terms of this Third Amendment shall prevail.


IN WITNESS WHEREOF, the Parties have caused this **Third** Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Marihelen Wheeler, Chair
Board of County Commissioners
Date: _____

ATTEST:

J.K. "Jess" Irby, Esq. Clerk

DocuSigned by
APPROVED AS TO FORM

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Alachua County Attorney's Office

(SEAL)

Professional

ATTEST

By:  _____
Print: Robert Munden
Title: Chief Legal & Compliance Officer

By:  _____
Print: Chris Dillie
Title: President & CEO
Date: December 17, 2021

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION.

EXHIBIT 1: SCOPE OF SERVICES

1. **Definitions:** Capitalized terms not defined below shall have the same meaning as in the General Terms & Conditions.
 - 1.1. "Enhancement" means a modification, addition or new release of the Software that when added to the Software, materially changes its utility, efficiency, functional capability or application.
 - 1.2. "E-mail Support" means ability to make requests for technical support assistance by e-mail at any time concerning the use of the then-current release of Software.
 - 1.3. "Error" means an error in the Software, which significantly degrades performance of such Software as compared to Professionals then-published Documentation.
 - 1.4. "Error Correction" means the use of reasonable commercial efforts to correct Errors.
 - 1.5. "Fix" means the repair or replacement of object code for the Software or Documentation to remedy an Error.
 - 1.6. "Initial Response" means the first contact by a Support Representative after the incident has been logged and a ticket generated. This may include an automated email response depending on when the incident is first communicated.
 - 1.7. "Management Escalation" means, if the initial Workaround or Fix does not resolve the Error, notification of management that such Error(s) have been reported and of steps being taken to correct such Error(s).
 - 1.8. "Severity 1 Error" means an Error which renders the Software completely inoperative (e.g. a User cannot access the Software due to unscheduled downtime or an Outage).
 - 1.9. "Severity 2 Error" means an Error in which Software is still operable; however, one or more significant features or functionality are unavailable (e.g. a User cannot access a core component of the Software).
 - 1.10. "Severity 3 Error" means any other error that does not prevent a User from accessing a significant feature of the Software (e.g. User is experiencing latency in reports).
 - 1.11. "Severity 4 Error" means any error related to Documentation or a

Customer Enhancement request.

- 1.12. "Status Update" means if the initial Workaround or Fix cannot resolve the Error, notification of the Customer regarding the progress of the Workaround or Fix.
- 1.13. "Online Support" means information available through Professional's website (www.esosolutions.com), including frequently asked questions and bug reporting via Live Chat.
- 1.14. "Support Representative" shall be Professionals employee(s) or agent(s) designated to receive Error notifications from Customer, which Customer's Administrator has been unable to resolve.
- 1.15. "Update" means an update or revision to Software, typically for Error Correction.
- 1.16. "Upgrade" means a new version or release of Software or a particular component of Software, which improves the functionality or which adds functional capabilities to the Software and is not included in an Update. Upgrades may include Enhancements.
- 1.17. "Workaround" means a change in the procedures followed or data supplied by County to avoid an Error without substantially impairing Customer's use of the Software.

2. Support Services

- 2.1. County will provide at least one (1) administrative position (the "Administrator" of "Administrators") who will handle all requests for first-level support from Customer's employees with respect to the Software. Such support is intended to be the "front line" for support and information about the Software to Customer's Users. Professional will provide training, documentation, and materials to the Administrator to enable the Administrator to provide technical support to County's Users. The Administrator will notify a Support Representative of any Errors that the Administrator cannot resolve and assist ESO in information gathering.
- 2.2. Professional will provide Support Services consisting of (a) Error Corrections(s); Enhancements, Updates and Upgrades that Professional, in its discretion, makes generally available to its customers without additional charge; and (c) E-mail Support, telephone support, and Online Support. Professional may use multiple forms of communication for purposes of submitting periodic status reports to County, including but not limited to, messages in the Software, messages appearing upon login to the Software or other means of broadcasting Status Update(s) to multiple customers affected by the same Error, such as a customer portal.
- 2.3. Professionals support desk will be staffed with competent technical consultants

who are trained in and thoroughly familiar with the Software and with Customer's applicable configuration. Telephone support and all communications will be delivered in intelligible English.

2.4. Normal business hours for Professional support desk are Monday through Friday 7:00am to 7:00pm CT. County will receive a call back from a Support Representative after- hours for a Severity 1 Error.

3. **Error Priority Levels.** Professional shall exercise commercially reasonable efforts to correct any Error reported by County in accordance with the priority level reasonably assigned to such Error by Professional.
 - 3.1. Severity 1 Error. Professional shall (i) commence Error Correction promptly; (ii) provide an Initial Response within four hours; (iii) initiate Management Escalation promptly; and (iv) provide County with a Status Update within four hours if Professional cannot resolve the Error within four hours.
 - 3.2. Severity 2 Error. Professional shall (i) commence Error Correction promptly; (ii) provide an Initial Response within eight hours; (iii) initiate Management Escalation within forty-eight hours if unresolved; and (iv) provide Customer with a Status Update within forty-eight hours if Professional cannot resolve the Error within forty-eight hours.
 - 3.3. Severity 3 Error. Professional shall (i) commence Error Correction promptly; (ii) provide an Initial Response within three business days; and (iii) provide Customer with a Status Update within seven calendar days if Professional cannot resolve the Error within seven calendar days.
 - 3.4. Severity 4 Error. Professional shall (i) provide an Initial Response within seven calendar days.
4. **Consulting Services.** If Professional reasonably believes that a problem reported by County is not due to an Error in the Software, Professional will so notify County. At that time, County may request Professional to proceed with a root cause analysis at County's expense as set forth herein or in a separate Statement of Work. If Professional agrees to perform the investigation on behalf of County, then Professional's then-current and standard consulting rates will apply for all work performed in connection with such analysis, plus reasonable related expenses incurred. For the avoidance of doubt, Consulting Services will include customized report writing by Professional on behalf of County.
5. **Exclusions.**
 - 5.1. Professional shall have no obligation to perform Error Corrections or otherwise provide support for: (i) Customer's repairs, maintenance or modifications to the Software (if permitted); (ii) Customer's misapplication or unauthorized use of the Software; (iii) altered or damaged Software not caused by Professional; (iv) any

third-party software;

(v) hardware issues; (vi) County's breach of the Agreement; and (vii) any other causes beyond ESO's control.

5.2. Professional shall have no liability for any changes in County's hardware or software systems that may be necessary to use the Software due to a Workaround or Fix.

5.3. Professional is not responsible for any Error Correction unless Professional can replicate such Error on its own software and hardware or through remote access to County's software and hardware.

6. **Updates.** The parties acknowledge that from time-to-time Professional may update its support processes specifically addressed in this Exhibit and may do so by posting such updates to Professional's website or otherwise notifying County of such updates. County will accept updates to Professional's support procedures and any other terms in the Exhibit; provided however, that they do not materially decrease the level of Support Services that County will receive from Professional.

7. **Subscription Term.** The SaaS subscription term shall begin 15 calendar days after the Effective Date ("SaaS Subscription Start Date"). County shall be deemed to have accepted the SaaS on the SaaS Subscription Start Date. The parties will make reasonable efforts to ensure that County is able to use the SaaS as contemplated as quickly as possible, but in no event will the SaaS Subscription Start Date be modified for implementation delays.

8. Price Schedule.

8.1. During the first year, 100% of the remaining Fees shall be invoiced on the SaaS Subscription Start Date.

8.2. During the second year and any renewal years thereafter, 100% of the recurring Fees shall be due on the anniversary of the SaaS Subscription Start Date.

8.3. Product fees agreed upon for this agreement are as follows:

Item	From	To	QTY	UOM	List Amount	Discount	Total
ESO EHR Suite Patient care reporting suite, includes EHR web and mobile client, 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.	10/1/2021	9/30/2022	56,879	Incidents	\$67,990.00	\$6,799.00	\$61,191.00
EHR Cardiac Monitor Integration Cardiac monitors integration. Allows for import of cardiac monitor data via local or cloud integration. Ongoing maintenance included. Unlimited connections.	10/1/2021	9/30/2022	56,879	Incidents	\$2,010.42	\$201.05	\$1,809.37
EHR CAD Integration Allows for integration of CAD data into EHR mobile and web application. Ongoing maintenance included. Additional fees from your CAD vendor may apply.	10/1/2021	9/30/2022	56,879	Incidents	\$4,238.30	\$423.84	\$3,814.47
HDE - ESO EHR Connection Connection and bidirectional exchange for ESO EHR customer with participating hospitals	10/1/2021	9/30/2022	1	Incidents	\$525.15	\$52.51	\$472.64
ESO Properties Includes CAMEO integration, Pre-Plan view. Stores property and occupant history (presence of chemicals and tanks, Incidents, and previous inspections).	10/1/2021	9/30/2022	8	Stations	\$3,310.01	\$331.00	\$2,979.01
ESO Fire Incidents Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.	10/1/2021	9/30/2022	8	Stations	\$8,614.51	\$861.45	\$7,753.06
ESO Inspections Includes the ability to manage multiple code sets, using those to developed customized Check-lists for inspections. The application allows you to schedule, manage, execute and finalize inspections as well as reschedule any required follow up inspections.	10/1/2021	9/30/2022	8	Stations	\$3,787.41	\$378.74	\$3,408.67
EHR Billing Interface Allows for integration of discrete ePCR data into third-party billing software. Ongoing maintenance included.	10/1/2021	9/30/2022	56,879	Incidents	\$1,055.60	\$1,055.60	\$0.00

Total (Without Tax):	\$81,428.22
Tax:	\$0.00
Grand Total:	\$81,428.22

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The ESO Mission
Improve Community Health and Safety Through the Power of Data