Lee County
Southwest Florida

AGREEMENT FOR PIGGYBACK PURCHASE

THIS AGREEMENT FOR PIGGYBACK PURCHASE is made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and ESO Solutions, Inc., a Florida corporation authorized to do business in the State of Florida, hereinafter referred to as the "Vendor".

WHEREAS, the Vendor entered into a contract with Marion County, Contract Number 18P-140 CNT, through their Solicitation No. RFP 18P-140 on the 18th day of September, 2018 for EMS Patient Software ("Agreement"); and

WHEREAS, the Agreement is eligible for piggyback purchases; and

WHEREAS, the County desires to make purchases from the Vendor under the same terms and conditions of the Agreement..

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

The County and the Vendor agree to be bound by the terms and conditions of the Agreement with respect to the County's purchases of software that will provide a patient care reporting system, computer aided dispatching integration, cardiac monitor integration, electronic interfaces, and health data exchange integration from the vendor during the term of the agreement from the effective date and any renewals or extensions thereof, with the except for the following:

1. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

2. The provision from Section 10.1 stating: "Commercial general liability insurance with a minimum of $1 million per occurrence and $1 million aggregate" shall be superseded by: "Commercial general liability insurance with a minimum of $2 million per occurrence and $2 million aggregate."

3. The provision from Section 10.4 stating: "Computer processor/computer professional liability insurance ("Technology Errors and Omissions") covering the liability for financial loss due to error, omission or negligence of ESO, and Privacy and Network Security insurance ("Cyber") covering losses arising from a disclosure of confidential information, with a combined aggregate amount of $3 million." shall be superseded by: "Computer processor/computer professional liability insurance ("Technology Errors and Omissions") covering the liability for financial loss due to error, omission or negligence of ESO, and Privacy and Network Security insurance ("Cyber") covering losses arising from a disclosure of confidential information, with a combined aggregate amount of $10 million."

4. The provision from Section 11.1 stating: "ESO shall defend and indemnify Customer from any damages, costs, liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Software delivered pursuant to this Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the applicable jurisdiction (each an "Indemnified Claim")" shall be superseded by: "ESO shall defend, indemnify and hold harmless Customer from any damages, costs, liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") arising from any third-party claim or action alleging that the Software delivered pursuant to this Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the applicable jurisdiction (each an "Indemnified Claim")."

5. The entirety of Section 12.2 shall be superseded by: "WITH THE EXCEPTION OF SECTION 12.3 (EXCEPTIONS TO THE LIMITATION OF LIABILITY), ESO'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, SHALL NOT EXCEED THREE (3) TIMES THE FEES PAID BY CUSTOMER OR ON BEHALF OF CUSTOMER IN THE CASE OF A THIRD-PARTY PAYER UNDER THE APPLICABLE SOFTWARE SCHEDULE OR SOW GIVING RISE TO THE CLAIM WITHIN THE PRECEDING 24-MONTH PERIOD."

6. The provision from Section 12.3 stating: "A PARTY'S LIABILITY SHALL BE LIMITED TO THE AMOUNT OF INSURANCE COVERAGE REQUIRED BY SECTION 10 FOR THE FOLLOWING TYPES OF CLAIMS: (1) CLAIMS ARISING FROM A PARTY'S GROSS NEGLIGENCE OR

WILLFUL MISCONDUCT; AND (II) CLAIMS ARISING FROM A BREACH OF CONFIDENTIAL INFORMATION INCLUDING A BREACH OF PROTECTED HEALTH INFORMATION." shall be superseded by: "A PARTY'S LIABILITY TO THE OTHER PARTY SHALL BE LIMITED TO THE AMOUNT OF INSURANCE COVERAGE, ON A PER CLAIM BASIS, REQUIRED BY SECTION 10 FOR THE FOLLOWING TYPES OF CLAIMS: (1) CLAIMS ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND (II) CLAIMS ARISING FROM A BREACH OF CONFIDENTIAL INFORMATION INCLUDING A BREACH OF PROTECTED HEALTH INFORMATION."

7. Section 17.14 shall be deleted from this Agreement and be of no legal force or effect.

8. Section 17.22 shall be deleted from this Agreement and be of no legal force or effect.

9. The Parties agree to be bound by the provisions attached and incorporated hereto as "Exhibit A, Schedule of Subscription Fees." In the event of a conflict between the provisions in Exhibit A and the Agreement, the terms from Exhibit A shall take precedence.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement for Piggyback Purchase as of the last date written below.

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

APPROVED as to Form for the Reliance of
Lee County Only

BY: _Amandahid_   BY: _Brian Hamman_
    County Attorney's Office   Chair

DATE: _03-11-20_

DATE: _3/13/2020_

ATTEST: CLERK OF COURT,
Linda Doggett

ESO Solutions, Inc.

BY: _Missy Flint_
    Deputy Clerk

BY: _____
    Authorized Signature

ATTEST ESO Solutions:

_____
Robert Mu... (Witness) General Counsel & Secretary

Matt Walker
Authorized Signature Printed Name

_2/14/2020_
Date

COO
Authorized Signature Title

_2/14/2020_
Date

CORPORATE SEAL:

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EXHIBIT A

SCHEDULE OF SUBSCRIPTION FEES

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.

The following SaaS may be ordered under this Exhibit:

2.1. ESO Electronic Health Record ("EHR") is a SaaS software application for prehospital patient documentation (http://www.esosolutions.com/software/ehr).

2.2. ESO Personnel Management ("PM") is a SaaS software application for tracking personnel records, training courses and education history (http://www.esosolutions.com/software/personnel-management).

2.3. ESO Fire is a SaaS software application for NFIRS reporting (http://www.esosolutions.com/software/fire).

The following Third-Party Data may be ordered under this Exhibit: 2018 International Fire Code, 2015 International Fire Code, 2012 International Fire Code.

[EXHIBIT A continues on the next page.]

County hereby agrees to timely pay for the following products according to the schedule below:

Product Name	Product Description	Quantity	Total Price/ Discounts
EHR Suite w/ QM & Mobile	Includes Quality Management, Ad Hoc 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. Fee Type: Recurring	100000 /Incidents	$102,990.00
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. Fee Type: Recurring	100000 /Incidents	$4,495.00
Cardiac Monitor	Unlimited cardiac monitors, allows for import of cardiac monitor data via local or cloud integration. Ongoing maintenance included. Fee Type: Recurring	100000 /Incidents	$2,495.00
EHR - Handtevy Integration	Handtevy to EHR integration. Fee Type: Recurring	100000 /Incidents	$1,295.00
EHR - Handtevy Integration – Discount	 Fee Type: Recurring		($1,295.00)
EHR Billing Standard Interface	Allows for integration of discrete ePCR data into third-party billing software. Ongoing maintenance included. Fee Type: Recurring	100000 /Incidents	$1,295.00
EHR CARES Extract	Extract of cardiac arrest date and submission to CARES. Fee Type: Recurring	100000 /Incidents	$1,295.00
EHR CARES Extract – Discount	 Fee Type: Recurring		($1,295.00)
EHR EMS Data Export	EHR data extract in XML format Fee Type: Recurring	100000 /Incidents	$2,495.00
NEMSIS Data Import - one-time	 Fee Type: One-Time	88000 /Incidents	$11,995.00
EHR Training	Daily Rate Fee Type: One-Time	5 /Day	$4,975.00
EHR Training Travel Costs	One-time fee – covers all travel costs associated with on-site training option. Fee Type: One-Time	2000 /Travel Cost	$2,000.00
HDE - ESO EHR Connection	Bi-directional connection for an ESO EHR customer for HDE Fee Type: Recurring	1 /Incidents	$ 345.00
Wave and ESO Training Academy 2020	ESO user and product training conference. Fee Type: One-Time	8 /Each	$7,960.00
2020 Wave and ESO Training Academy	 Fee Type: Recurring		($7,960.00)

List Price: $143,635.00

Discounts: ($10,550.00)

Tax: $0.00

Total: $133,085.00