

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND ESO SOLUTIONS, INC. FOR EMS PATIENT CARE SOFTWARE

THIS IS AN AGREEMENT, dated this 26th day of March 2019, by and between:

LAKE COUNTY, FLORIDA
315 W. Main Street, Ste 411
Tavares, FL 32778
(hereinafter "COUNTY")

AND

ESO SOLUTIONS, INC.
a Texas corporation
11500 Alterra Parkway, Ste 100
Austin, Texas 78758
(hereinafter "CONTRACTOR")

WHEREAS, COUNTY has the need to procure the services of a qualified contractor to provide EMS Patient Care Software for its emergency services department; and

WHEREAS, Marion County competitively bid the EMS Patient Care Software (Request for Proposals 18P-140, with a due date of April 26, 2018), attached hereto and made a part for reference only, and not to control in the event of a conflict between this Agreement and Exhibit "1" (hereinafter "RFP"); and

WHEREAS, CONTRACTOR submitted a proposal in response to the RFP; and

WHEREAS, after receipt of said Proposal from CONTRACTOR, Marion County awarded the contract to CONTRACTOR on September 18th, 2018; said Agreement attached hereto and made part hereof as Exhibit "2" ("Marion County Agreement"); and

WHEREAS, as per Section 17.21 of the Marion County Agreement, both Marion County and CONTRACTOR stipulate that the Marion County Agreement may be the basis for future cooperative purchasing by applicable third parties; and

WHEREAS, COUNTY has reviewed the scope of services of the competitively bid Marion County Agreement and has determined that it is an agreement that can be utilized by COUNTY to provide EMS Patient Care Software for its; and

WHEREAS, COUNTY desires to retain the services of CONTRACTOR establishing this agreement based on the contract developed and executed by Marion County;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. Attached hereto and made a part hereof by reference as Exhibit "2" is the Marion County Agreement dated effectively dated September 18, 2018. The terms and conditions of the Marion County Agreement shall govern the relationship between COUNTY and CONTRACTOR, except as amended below:

A. SCOPE OF SERVICES

The Scope of Services for work to be performed under this Agreement shall be as set forth in the Marion County Agreement except said services shall be performed for COUNTY.

B. COMPENSATION

CONTRACTOR shall perform the services in and for COUNTY as detailed in the Marion County Agreement, provided said services shall be amended to utilize the prices and services set forth in Exhibit "3", attached hereto and incorporated herein.

C. CONTRACT TERM

The Contract shall be effective upon execution of both parties and shall automatically renew from year to year for twelve (12) month periods unless terminated by either party.

D. NOTICE

Notice to CONTRACTOR shall be sent to:

Attn: Legal Department ESO
Solutions, Inc.
11500 Alterra Parkway, Ste 100
Austin, Texas 78758 cc:
legal@esosolutions.com

E. GOVERNING LAW VENUE

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated solely in the courts of competent jurisdiction of Lake County, Florida. The CONTRACTOR expressly waives venue in any other location.

F. CERTIFICATION REGARDING SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL

By executing this Agreement, the CONTRACTOR hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONTRACTOR further understands that any contract with the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONTRACTOR is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

G. PUBLIC RECORDS CUSTODIAN

Pursuant to Section 119.0701, Florida Statutes, the COUNTY public records custodian for this Agreement is as follows:

IF IMPLAN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO IMPLAN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BILL PONKO, AT LAKE COUNTY PROCUREMENT SERVICES, 352- 343-9839, P.O. BOX 7800, TAVARES, FL 32778-7800, OR VIA EMAIL AT BPONKO@LAKECOUNTYFL.GOV.

Section 3. In all other respects, the terms and conditions of the Marion County Agreement are hereby ratified and shall remain in full force and effect under this Agreement, as provided by their terms.

{Signature Page Follows}

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND ESO SOLUTIONS, INC. FOR EMS PATIENT CARE SOFTWARE

IN WITNESS OF THE FOREGOING, LAKE COUNTY, FLORIDA and ESO SOLUTIONS, INC. have executed this Agreement as of the Effective Date.

ESO SOLUTIONS, INC.

By: 


Print Name: CHRIS DILLIE

Title: CEO

Date: 2-27-19

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:



Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida





Leslie Campione, Chairman

This 16th day of April, 2019.

Approved as to form and legality:



Melanie Marsh, County Attorney

EXHIBIT #1

Marion County Request for Proposals P-4-17-02, due April 26, 2018

EXHIBIT #2
AGREEMENT BETWEEN MARION COUNTY, FLORIDA AND ESO SOLUTIONS, INC
EFFECTIVELY DATED ON OR ABOUT SEPTEMBER 18th, 2018.

EXHIBIT #3
SCHEDULE OF SUBSCRIPTION FEES

The SaaS subscription term shall begin fifteen (15) calendar days after the Effective Date ("SaaS Subscription Start Date"). Customer shall be deemed to have accepted the SaaS on the SaaS Subscription Start Date. The parties will make reasonable efforts to ensure that Customer 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.

1.0 The following SaaS may be ordered under this Exhibit:

- 1.1 ESO Electronic Health Record ("EHR") is a SaaS software application for prehospital patient documentation (<http://www.esosolutions.com/software/ehr>).
- 1.2 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>).
- 1.3 ESO Fire is a SaaS software application for NFIRS reporting (<http://www.esosolutions.com/software/fire>).

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

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

Product Name	Product Description	Quantity	Line Item Price
EHR Suite w/ QM & Mobile	Includes Quality Management, Ad Hoc Reports, Analytics, Patient Tracker. Allows for Unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.	60,000/Incidents	\$59,151.30
CAD Integration	Allows for integration of CAD data into EHR mobile and web application. Ongoing maintenance included. Additional fees from the current CAD vendor may apply	60,000/Incidents	\$3,475.65
Cardiac Monitor	Unlimited cardiac monitors, allows for import of cardiac monitor data via local or cloud integration. On-going maintenance included	60,000/Incidents	\$1,648.65
EHR Billing Standard Interface	Allows for integration of discrete ePCR data into third-party billing software. On-going maintenance included.	60,000/Incidents	\$0
Interface-Emergency Reporting	Reoccurring Fee	60,000/Incidents	\$865.65
EHR Training	Daily Rate, One-time fee	3/days onsite training	\$2,985.00
HER Training Travel Costs	One-time fee to cover all travel costs associated w/ on-site training option	Travel costs	\$1,500.00
HDE – ESO EHR Connection	Bi-directional connection for an ESO EHR customer for HDE	1 /Incidents	\$430.65
List Any and All Additional Costs that were omitted above			\$ 0

3.0 All the Fees above will be invoiced by ESO as follows:

3.1 Training and Training Travel Fees shall be invoiced on the Effective Date.

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

3.3 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.