

**SEVENTH AMENDMENT TO AGREEMENT BETWEEN ALACHUA COUNTY AND
ESO SOLUTIONS, INC. FOR PATIENT CARE SOFTWARE, NO. 11350**

THIS SEVENTH AMENDMENT (“Amendment”) is made by and between Alachua County, Florida, a political subdivision, and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and ESO SOLUTIONS INC, a Florida for Profit Corporation, which is authorized to do business in the State of Florida (“Professional”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the Parties previously entered into a Professional Services Agreement dated August 28, 2019 for Patient Care Software., identified by No. 11350 (the “Agreement”); and

WHEREAS, the Parties entered into the First Amendment to the Agreement, dated November 12, 2019 (the “First Amendment”); and 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; entered into the Third Amendment to the Agreement, dated January 11, 2022 (the “Third Amendment”) through which added to the Scope of Services and increased the Not to Exceed Cost of the agreement, and the Fourth Amendment to the Agreement, dated August 24, 2022 through which the term of the Agreement was extended through August 27, 2025, the Fifth Amendment to the Agreement dated September 28, 2023 through which the 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 the Sixth Amendment to the Agreement, dated October 13, 2024, through which the Not to Exceed Cost of the Agreement was increased to account for added services; and

WHEREAS, the Parties agree to include the statutory language and affidavit from Section 787.06(13), Florida Statutes, No Coercion for Labor or Services, to the original Agreement; and

WHEREAS, the Parties agree to include the statutory language and affidavit from Section 287.138, Florida Statutes, Contracting with Entities of Foreign Countries of Concern Prohibited, to the original Agreement; and

WHEREAS, the Parties desires to amend the Agreement to extend the term of the Agreement, to increase the Not to Exceed Cost, and to do as otherwise provided herein.

NOW, THEREFORE, the County and Contractor agree to amend the Agreement as follows:

- A. Amendment: Exhibit 1 of the Agreement, Scope of Service, as previously amended by the deletion of the service and cost table at Paragraph 8.3 is amended and replaced by the new table attached to this Amendment as **Exhibit 1-A and 1-B** Services and Costs.

B. Amendment: Paragraph #2 of the Agreement, “Term”, sub-paragraph 9.1 is hereby amendment in its entirety to read:

2.1 This Amendment extends the term of the Agreement through September 30, 2028 unless earlier terminated as provided herein.

2.2 The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

C. Amendment: 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 One Hundred Eighteen Thousand Three Hundred Sixty Seven Dollars and 28/100 (\$118,367.28) allocated as outlined in the Scope of Services, **Exhibit 1-A and 1-B**. This amount includes any charges for services rendered, invoiced and paid, prior to this Amendment.

D. Effective Date. Upon and after full execution of this Amendment by the Parties, this Amendment shall be effective on the date of last signature. The Subscription Start Date for the services indicated in Section A shall begin on October 1, 2025.

E. Original Agreement. Unless expressly amended herein, all other terms and provisions of the original Agreement between the Parties, including any prior amendments to the Agreement, shall be and remain in full force and effect. In the event any of the prior amendments to the Agreement conflict with this Amendment, the provisions of this Amendment shall prevail.

F. Amendment. Section #37, of the Agreement titled “No Coercion for Labor or Services” is added to read as follows:

13. Human Trafficking Affidavit of No Coercion for Labor or Services

37.1 Section 787.06(13), Florida Statutes, requires any governmental entity, which includes "district", when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) 1-72 and 787.06(2)(e)3, Florida Statutes.

37.2 The Contractor will certify this understanding, obligation, through the completion of the No Coercion for Labor or Services Affidavit, a copy of which is attached to this Amendment as **Exhibit “4”**.

G. Amendment. Section #38, of the Agreement titled “Contracting with Entities of Foreign Countries of Concern Prohibited” is added to read as follows:

14. Contracting with Entities of Foreign Countries of Concern Prohibited

14.1 Section 287.138, Florida Statutes, prohibits any governmental entity, which includes "district", from contracting with entities of foreign countries of concern if the contract provides the vendor with access to an individual's personal identifying information and:

The entity is owned by the government of a foreign country of concern;

The government of a foreign country of concern has a controlling interest in the entity; or

The entity is organized under the laws of or has its principal place of business in a foreign country of concern.

14.2 The statute identifies foreign countries of concern as: The People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic does not have a controlling interest in the Supplier.

14.3 The Contractor will certify this understanding, obligation, through the completion of the Foreign Country of Concern Affidavit, a copy of which is attached to this Amendment as **Exhibit “5”**.

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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the day and year below written.

ALACHUA COUNTY, FLORIDA

By: _____

Charles Chestnut, IV, Chair
Board of County Commissioners

Date: _____

ATTEST

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

PROFESSIONAL

By: _____

Print: _____

Title: _____

Date: _____

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

EXHIBIT 1-A: Services and Costs.



Please send payments to:
 ESO Solutions, Inc.
 PO Box 738310
 Dallas, TX 75373-8310

Invoice

Date: 9/1/2025
Invoice # ESO-168381
Terms Net 30
Due Date 10/1/2025
PO#

Bill To

Alachua County Fire / Rescue
 911 Se 5th Street
 Gainesville FL 32601
 United States
acfrfiscal@alachuacounty.us

Ship To

Alachua County Fire / Rescue
 911 Se 5th Street
 Gainesville
 FL 32601
 US

Item	From	To	QTY	UOM	List Amount	Discount	Total
EHR - First Watch Interface Enables transfer of EHR data to First Watch.	10/1/2025	9/30/2026	60,752		USD \$3,272.72	USD \$0.00	USD \$3,272.72
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.	10/1/2025	9/30/2026	60,752	Incidents	USD \$95,056.32	USD \$9,505.63	USD \$85,550.69
EHR Cardiac Monitor Integration Cardiac monitors integration. Allows for import of cardiac monitor data via local or cloud integration. Ongoing maintenance included. Unlimited connections.	10/1/2025	9/30/2026	60,752	Incidents	USD \$2,726.36	USD \$272.64	USD \$2,453.72
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.	10/1/2025	9/30/2026	60,752	Incidents	USD \$4,911.81	USD \$491.18	USD \$4,420.63
HDE - ESO EHR Connection Connection and bidirectional exchange for ESO EHR customer with participating hospitals	10/1/2025	9/30/2026	60,939	Incidents	USD \$1,586.05	USD \$158.60	USD \$1,427.45
ESO Properties Includes CAMEO integration, Pre-Plan view. Stores property and occupant history (presence of chemicals and tanks, Incidents, and previous inspections).	10/1/2025	9/30/2026	8	Stations	USD \$3,725.45	USD \$372.54	USD \$3,352.91
ESO Fire Incidents Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.	10/1/2025	9/30/2026	8	Stations	USD \$9,695.72	USD \$969.57	USD \$8,726.15
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.	10/1/2025	9/30/2026	8	Stations	USD \$4,262.76	USD \$426.28	USD \$3,836.48
EHR Billing Interface Allows for integration of discrete ePCR data into third-party billing software. Ongoing maintenance included.	10/1/2025	9/30/2026	60,752	Incidents	USD \$1,415.09	USD \$1,415.09	USD \$0.00
ESO Hydrants Inventory and document testing and status of hydrants.	10/1/2025	9/30/2026	11	Stations	USD \$3,336.53	USD \$0.00	USD \$3,336.53



Please send payments to:
 ESO Solutions, Inc.
 PO Box 738310
 Dallas, TX 75373-8310

Invoice

Date: 9/1/2025
Invoice # ESO-168381
Terms Net 30
Due Date 10/1/2025
PO#

Invoice Message:

ACH/EFT bank information:
 JP Morgan Chase
 Routing: 111000614
 Account Number: 577211926

Check Remittance lockbox address:
 ESO Solutions, Inc.
 PO Box 738310
 Dallas, TX 75373-8310

Total (Without Tax):	USD \$116,377.28
Tax:	USD \$0.00
Grand Total:	USD \$116,377.28
Amount Paid/Credit:	USD \$0.00
Total Recurring:	USD \$116,377.28
Total One-Time:	
Invoice Balance:	USD \$116,377.28

Please submit payment remittances to accountsreceivable@eso.com to ensure correct invoice application.

Amounts invoiced are per your agreement(s) which may include annual uplift and an increase in quantities based on usage overages. Your payment of this invoice serves as acceptance of such increases.

Questions? Contact: AccountsReceivable@eso.com 866-766-9471 option 8

Tax ID: 36-4566209

ESO will never e-mail you soliciting payment information. Please call us or e-mail AccountsReceivable@eso.com if you have any questions or wish to make a change.

This invoice presents the total net price of the product(s) and/or service(s) which is inclusive (net) of any discount. As the buyer of such product(s)/service(s), you may have additional reporting obligations to federal or state health care programs (including pursuant to 42 CFR 1001.952(h)) and/or upon inquiry by the HHS Secretary or other state or federal agencies. As the buyer, you must adhere to any other relevant federal or third-party payer requirements.

Pay Online

[For a 3% fee, pay via Card](#)

Direct Card Payment Link: https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/8532681/?amount=11986859.84

[Pay via Online Bank Transfer](#)

Direct Bank Transfer Link: https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/8532681/?card=false

EXHIBIT 1-B: Services and Costs.



Quote Date: 03/31/2025
 Customer Name: Alachua County Fire Rescue Services
 Quote #: Q-197501
 Quote Expiration Date: 04/30/2025
 ESO Account Manager: Michael Stone

CUSTOMER CONTACT

Customer Alachua County Fire Rescue Services
 Name Cheryl Anderson-Ellis
 Email canderson@alachuacounty.us
 Phone 352-384-3124

BILLING CONTACT

Payor Alachua County Fire Rescue Services
 Name Cheryl Anderson-Ellis
 Email canderson@alachuacounty.us
 Phone 352-384-3124
 Address 911 Se 5th Street
 Gainesville FL, 32601
 Billing Frequency Annual
 Initial Term End Date 09-30-2025

EHR			
Product	Volume	Total	Fee Type
Interface - HealthCall	56879 Incidents	\$1,990.00	Recurring
		Annual Recurring Fees	\$ 1,990.00
		One-Time Fees	\$ 0.00
		TOTAL FEES	\$ 1,990.00

For EHR, the following payment terms apply:
 The subscription term shall begin 15 calendar days after the Effective Date (Subscription Start Date). All Fees are invoiced on or about the Effective Date. After the Initial Term, Recurring Fees are due on the anniversary of the Subscription Start Date.



Quote Date: 03/31/2025
Customer Name: Alachua County Fire Rescue Services
Quote #: Q-197501
Quote Expiration Date: 04/30/2025
ESO Account Manager: Michael Stone

TERMS AND CONDITIONS:

1. If the Customer indicated above has an existing master agreement with ESO (Agreement) dated on or after January 1, 2018, then that Agreement will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the ESA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

<https://www.eso.com/legal-terms/>

2. The Effective Date of this Quote shall be the final date of signature.

3. For the Initial Term, Customer shall pay a prorated amount of the Total Annual Recurring Fees based upon the Effective Date. Customer shall pay the Total Annual Recurring Fees (subject to any Fee increases in accordance with the Agreement) thereafter.

4. Customer is responsible for the payment of all Fees shown. ESO will accept Fee payment from a payor (if indicated above) if ESO has an appropriate agreement with the Payor.

5. ESO reserves the right to not accept any Quote signed after the Quote Expiration Date.

EXHIBT 4: NO COERCION FOR LABOR OR SERVICES AFFIDAVIT

AFFIDAVIT OF NO COERCION
PURSUANT TO §787.06, FLORIDA STATUTES

State of Florida
County of Alachua

I, _____ [insert full legal name of the person providing this affidavit], as _____ [insert corporate title of the person providing this affidavit] of the _____ [insert full legal name of the Corporation], having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of on behalf of the _____ [insert full legal name of the Corporation].
3. I attest and affirm that _____ [insert full legal name of the Corporation] does not use coercion as defined in section 787.06(2)(a), Florida Statutes, to employ any person for labor or services.
4. This signed attestation is provided to the Alachua County Board of County Commissioners to comply with section 787.06(13), Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature

Name Printed

Title

Date Signed

EXHIBIT 5: FOREIGN COUNTRIES OF CONCERN AFFIDAVIT

**AFFIDAVIT REGARDING FOREIGN COUNTRIES OF CONCERN
PURSUANT TO 287.138, Florida Statutes**

State of _____
County of _____

I, _____ [insert full legal name of the person providing this affidavit], as _____ [insert corporate title of the person providing this affidavit] of the _____ [insert full legal name of the Corporation], having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief.
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of _____ [insert full legal name of the Corporation].
3. I attest and affirm that the following is true and correct:
 - a. _____ [insert full legal name of entity] is not owned by the government of a foreign country of concern as identified in section 287.138(1)(c), Florida Statutes (i.e., People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern).
 - b. The government of a foreign country of concern does not have a controlling interest in _____ [insert full legal name of entity].
 - c. _____ [insert full legal name of entity] is not organized under the laws of or has its principal place of business in a foreign country of concern.
4. This affidavit is provided to the Alachua County Board of County Commissioners to comply with section 287.138(4) Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature

Name Printed

Title

Date Signed