

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM No. 2
REGARDING RFP #22RFP122
WITH
ESO SOLUTIONS, INC.**

(Electronic Patient Care Reporting “ePCR”)

The underlying County Addendum No. 2 Regarding RFP #22RFP122 (the “Agreement”), between ESO Solutions, Inc (“ESO” or Company”) and Williamson County, Texas (“Customer” or “The County”) is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum No. 2. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 2 shall have the meanings attributed to them in the Agreement. This Addendum No. 2 supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum No. 2, the following terms and conditions of this Addendum No. 2 shall control:

- 1. Incorporated Documents:** This Agreement constitutes the entire Agreement between both parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:
 - A. This Williamson County Addendum No. 2;
 - B. Company’s Master Subscription & License Agreement;
 - C. Company’s Best & Final Offer (“BAFO”);
 - D. Company’s Cost Proposal;
 - E. Company’s Response to Solicitation #22RFP122 for Electronic Patient Care Reporting “ePCR” service(s); a
 - F. Williamson County Solicitation #22RFP122 for Electronic Patient Care Reporting “ePCR” service(s) and
 - G. Company’s Updated w iOS pricing restructure (totaling \$35,568.00).

2. **Approval of Additional Subscriptions.** The additional subscriptions for ePCR to the locations referenced in **Exhibit G**, are deemed to be in the public interest and incorporated into this Agreement as follows:

Eleven (11) additional subscriptions to ePCR will be purchased by The County in the amount of \$35,568.00 annually.

3. **Termination for Convenience.** The County may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to ESO. In the event of such termination, it is understood and agreed that only the amounts due to ESO for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for The County's termination of this Agreement for convenience.
4. **No Indemnification by The County.** ESO acknowledges and agrees that under the Constitution and the laws of the State of Texas, The County cannot enter into an agreement whereby The County agrees to indemnify or hold harmless any other party, including but not limited to ESO; therefore, all references of any in this Agreement to The County indemnifying, holding or saving harmless any other party, including but not limited to ESO, for any reason whatsoever are hereby deemed void and deleted.
5. **Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
6. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to The County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
7. **The County's Right to Audit.** ESO agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of ESO which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. ESO agrees that The County shall have access during normal working hours to all necessary ESO facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give ESO reasonable advance notice of intended audits.

8. **Non-Appropriation and Fiscal Funding.** The obligations of The County under this Agreement do not constitute a general obligation or indebtedness of The County for which The County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that The County shall have the right to terminate this Agreement at the end of any County's fiscal year if the governing body of The County does not appropriate sufficient funds as determined by The County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to ESO at the end of its then-current fiscal year to be effective as of the last day of The County's fiscal year.
9. **Payment, Interest and Late Payments.** The County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by ESO, The County shall notify ESO of the error not later than the twenty first (21st) day after the date The County receives the invoice. If the error is resolved in favor of ESO, ESO shall be entitled to receive interest on the unpaid balance of the invoice submitted by ESO beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of The County, ESO shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

10. **General Insurance Requirements.** This provision shall apply in the event insurance is required under the Agreement. **"Williamson County, Texas" and its directors, officers and employees shall be added as additional insureds** under the general liability and auto liability coverages of required policies, and on those policies where The County, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by The County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of The County. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. ESO shall furnish The County with a certification of coverage issued by the insurer. ESO shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, ESO shall also notify The County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non- renewal, or material change in coverage it receives**

from its insurer.

- 11. Relationships of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- 12. Sales and Use Tax Exemption.** The County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by The County. Exemption certificates will be provided to contractors and suppliers upon request.
- 13. Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that The County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to The County as to whether or not the same are available to the public. It is further understood that The County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that The County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to The County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- 14. Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.
- 15. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

ESO SOLUTIONS, INC.

By: 

Printed Name: Robert Munden

Title: Chief Legal & Compliance Officer

Date: May 26, 2025

Williamson County, Texas

By: _____

Printed Name: Steven Snell

Title: County Judge, Presiding Officer

Date: _____, 20____

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: Jun 16 2025 Time: 8:29 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jun 13 2025 Time: 1:12 pm

Exhibit “G”

Exhibit G - Company's Updated w iOS pricing restructure (totaling \$35,568.00).

Williamson County EMS

Analytics			
Product	Volume	Total	Fee Type
Medical Director Oversight Account	32642 Incidents	\$2,495.00	Recurring
Total Recurring Fees		\$	2,495.00
Total One-Time Fees		\$	0.00
TOTAL FEES		\$	2,495.00

Cedar Park Fire Department

EHR					
Product	Volume	Price	Discount	Total	Fee Type
ESO EHR	5952 Incidents	\$12,309.00	(\$3,019.00)	\$9,290.00	Recurring
Total Recurring Fees		\$		9,290.00	
Total One-Time Fees		\$		0.00	
TOTAL FEES		\$		9,290.00	

Williamson County ESD #10 Coupland VFD (TX)

EHR					
Product	Volume	Price	Discount	Total	Fee Type
EHR Access	357 Incidents	\$1,204.00	(\$0.00)	\$1,204.00	Recurring
Total Recurring Fees		\$		1,204.00	
Total One-Time Fees		\$		0.00	
TOTAL FEES		\$		1,204.00	

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Williamson County Emergency Service District #7 (Florence) (TX)

EHR			
Product	Volume	Total	Fee Type
EHR Access	545 Incidents	\$1,204.00	Recurring
		Total Recurring Fees	\$ 1,204.00
		Total One-Time Fees	\$ 0.00
		TOTAL FEES	\$ 1,204.00

Granger Volunteer Fire Department (TX)

EHR			
Product	Volume	Total	Fee Type
EHR Access	246 Incidents	\$547.00	Recurring
		Total Recurring Fees	\$ 547.00
		Total One-Time Fees	\$ 0.00
		TOTAL FEES	\$ 547.00

Hutto Fire Rescue

EHR					
Product	Volume	Price	Discount	Total	Fee Type
ESO EHR	2526 Incidents	\$8,569.00	(\$1,028.28)	\$7,540.72	Recurring
				Total Recurring Fees	\$ 7,540.72
				Total One-Time Fees	\$ 0.00
				TOTAL FEES	\$ 7,540.72

Jollyville Volunteer Fire Department

EHR			
Product	Volume	Total	Fee Type
EHR Access	606 Incidents	\$1,990.00	Recurring
		Total Recurring Fees	\$ 1,990.00
		Total One-Time Fees	\$ 0.00
		TOTAL FEES	\$ 1,990.00

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City of Leander

EHR			
Product	Volume	Total	Fee Type
EHR Access	3347 Incidents	\$4,713.00	Recurring
		Total Recurring Fees	\$ 4,713.00
		Total One-Time Fees	\$ 0.00
		TOTAL FEES	\$ 4,713.00

Williamson Co. ESD 4 (Liberty Hill)

EHR			
Product	Volume	Total	Fee Type
EHR Access	2041 Incidents	\$3,019.00	Recurring
		Total Recurring Fees	\$ 3,019.00
		Total One-Time Fees	\$ 0.00
		TOTAL FEES	\$ 3,019.00

Sam Bass Fire Department (TX)

EHR			
Product	Volume	Total	Fee Type
EHR Access	1329 Incidents	\$3,019.00	Recurring
		Total Recurring Fees	\$ 3,019.00
		Total One-Time Fees	\$ 0.00
		TOTAL FEES	\$ 3,019.00

GMAT EMS

EHR			
Product	Volume	Total	Fee Type
EHR Access	137 Incidents	\$547.00	Recurring
		Total Recurring Fees	\$ 547.00
		Total One-Time Fees	\$ 0.00
		TOTAL FEES	\$ 547.00