



Amendment No. 2  
of  
Contract No. NS170000051  
for  
Medic-CE and Code 3 VILT Online Programs and LMS/Record Management Platform  
between  
Career Step LLC  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be June 16, 2019 to June 15, 2020. Two options remain.
- 2.0 The total contract amount is increased by \$13,600.00 for the extension option period. The total Contract authorization is recapped below:

| Term                                                             | Action Amount | Total Contract Amount |
|------------------------------------------------------------------|---------------|-----------------------|
| Basic Term: 06/16/2017 - 06/15/2018                              | \$13,600.00   | \$13,600.00           |
| Amendment No. 1: Option 1 - Extension<br>06/16/2018 - 06/15/2019 | \$13,600.00   | \$27,200.00           |
| Amendment No. 2: Option 2 - Extension<br>06/16/2019 - 06/15/2020 | \$13,600.00   | \$40,800.00           |

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: Ray Shanahan  
Printed Name: **Raymond Shanahan**  
Authorized Representative

Signature: Cindy Reyes  
Cindy Reyes, Contract Management Specialist III  
City of Austin  
Purchasing Office

Career Step LLC  
2901 N. Ashton Blvd  
Lehi, UT 84043  
[Judson.smith@medic-ce.com](mailto:Judson.smith@medic-ce.com)  
720-454-3367



Amendment No. 1  
of  
Contract No. NS170000051  
for  
Medic-CE and Code 3 VILT Online Programs and LMS/Record Management Platform  
between  
Career Step LLC  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective June 16, 2018, to June 15, 2019. Three remaining options.
- 2.0 The total contract amount is increased by \$13,600.00 for the extension option period. The total Contract authorization is recapped below:

| Term                                                             | Action Amount | Total Contract Amount |
|------------------------------------------------------------------|---------------|-----------------------|
| Basic Term: 06/16/2017 – 06/15/2018                              | \$13,600.00   | \$13,600.00           |
| Amendment No. 1: Option 1 - Extension<br>06/16/2018 – 06/15/2019 | \$13,600.00   | \$27,200.00           |

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: Judson Smith

Printed Name: Judson Smith 5/17/2018

Authorized Representative

Signature & Date: Cindy Reyes

Cindy Reyes, Contract Management Specialist III  
City of Austin  
Purchasing Office

Career Step LLC  
2901 N. Ashton Blvd  
Lehi, UT 84043

**CONTRACT BETWEEN THE CITY OF AUSTIN**  
**And**  
**Career Step LLC**  
**For**  
**Medic-CE and Code 3 VILT Online Programs and LMS/Record Management Platform**

This Contract is between Career Step, LLC, having offices at 2901 N. Ashton Blvd, Lehi, UT 84043 and the City, a home-rule municipality incorporated by the State of Texas.

**1.1 This Contract is composed of the following documents:**

- 1.1.1 This Contract
- 1.1.2 Exhibit A, Supplemental Terms
- 1.1.3 Exhibit B, Career Step, LLC Offer, dated June 14, 2017
- 1.1.4 Professional Training Program Agreement
- 1.1.5 Exhibit C, Non-Discrimination Certification
- 1.1.6 Exhibit D, Non-Suspension or Debarment Certification

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 Exhibit A
- 1.2.3 Exhibit B
- 1.2.4 Professional Training Program Agreement

**1.3 Quantity.** Quantity of goods or services as described in Exhibit B.

**1.4 Term of Contract.** The contract will be in effect on the date executed by the City (Effective Date), and shall remain in effect for an initial term of twelve (12) months, and may be extended thereafter for up to 4 additional (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

**1.5 Compensation.** The Contractor shall be paid a total not-to-exceed amount of \$13,600.00 for the initial term, \$13,600.00 for the first extension, \$13,600.00 for the second extension, \$13,600.00 for the third extension, and \$13,600.00 for the fourth extension, for a total estimated contract amount not to exceed \$68,000.00 comprising the software maintenance and support fees.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

Career Step, LLC

Michael Hodgson

Printed Name of Authorized Person

*Michael Hodgson*

Signature

EVP Professional Training Division

Title:

06/15/2017

Date:

CITY OF AUSTIN

*Bartley Tyler*

Printed Name of Authorized Person

*Bartley Tyler*

Signature

*Procurement Specialist I*

Title:

*6/16/17*

Date:

Exhibit Listing

|           |                                           |
|-----------|-------------------------------------------|
| Exhibit A | Supplemental Terms                        |
| Exhibit B | Career Step, LLC Offer                    |
| Exhibit C | Professional Training Program Agreement   |
| Exhibit D | Non Discrimination Certification          |
| Exhibit E | Non Suspension or Debarment Certification |

**Exhibit A**  
**Supplemental Terms**

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Michael Hodgson, Email: mike.hodgson@careerstep.com Phone: 760-501-5004 The City's Contract Manager for the engagement shall be William Alderete; Email: william.alderete@austintexas.gov, Phone: 512-978-0485.

2. **Invoices.**

Invoices shall be mailed to the below address:

|                       |                                              |
|-----------------------|----------------------------------------------|
|                       | City of Austin                               |
| Department            | Communication Technology Management or (CTM) |
| Attn:                 | Accounts Payable                             |
| Email Address         | CTMAPInvoices@austintexas.gov                |
| Mailing Address       | PO Box 1088                                  |
| City, State, Zip Code | Austin, TX 78767                             |
| Email Address         | CTMAPInvoices@austintexas.gov                |

3. **Travel Expenses.** Travel expenses are not authorized under this Contract.

4. **Equal Opportunity**

4.1.1 **Equal Employment Opportunity:** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit D. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

4.1.2 **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5. **Right To Audit**

5.1.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

5.1.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

## Exhibit B Career Step Quote



LeadingEMSContinuingEducation

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Subject: Official Quote - Medic-CE and Code 3 VILT Online Programs  
and LMS/Record Management Platform

Date: June 14, 2017

Career Step can provide Austin-Travis County EMS with the following group  
subscription options for our Medic-CE and Code 3 VILT EMS Programs:

QUOTE for 600 EMS Named Learners:

Five-year commitment paid annually, \$22/named learners/year for unlimited  
access to Medic-CE.com

Ex:  $600 \times \$22 = \$13,200$  each year for total of \$66,000 (for unlimited access  
for up to 600 named learners for 5 years)

QUOTE for 100 non-EMS Named Learners:

Non-EMS staff may be added as follows:

\$12 per named learner per 12-month period

Quote for Code 3 VILT Program:

The Code 3 VILT 24 and 48 hour refresher offering may be added anytime during  
the 600 EMS agreement as follows. If required, pricing will be prorated based on the  
remaining months of the agreement.

\$80 per named learner per 12-month period

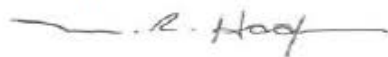
Additional Offering:

A VILT Beta Program for three (3) months for up to 50 named learners is offered at  
No Charge with the execution of an agreement for one of the three options listed  
above for 600 EMS named learners.

## Exhibit B Career Step Quote

We look forward to the opportunity to continuing to provide your organization with superior continuing education and LMS/Record Management technology.

Sincerely,



Michael R Hodgson  
EVP Professional Training Division  
Career Step, LLC  
[mike.hodgson@careerstep.com](mailto:mike.hodgson@careerstep.com)  
760-501-5004

## PROFESSIONAL TRAINING PROGRAM AGREEMENT

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Career Step, LLC ("The Company") develops and provides on-demand career-focused education and training programs and Austin-Travis County EMS ("Client") desires to offer one or more of The Company's programs to its learners. Client and The Company hereby agree as follows:

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1. **Programs.** The Company will make available via internet access to the Client and its authorized learners the educational programs described on Appendix A. Appendix A may be modified from time to time by mutual written agreement of The Company and Client to change or add to the specific programs offered hereunder and to change the Fees.
2. **Program Fees.** Client will pay to The Company the Fees as set forth in and in accordance with Appendix A. The Company will invoice Client monthly for all amounts due as of the date of such invoice. All Fees and other payments of any kind shall be paid by Client to The Company promptly upon Client's receipt of each invoice provided by The Company to Client. All payments received by The Company more than 30 days after the date of the invoice relating to such payment shall bear interest at the lesser of 1.5% per month and the highest rate permitted by law until paid in full. If any amounts remain unpaid more than 30 days after the date of the invoice, then in addition to any other rights or remedies available to The Company under law or this Agreement, The Company shall have the right to suspend Client and its learners from access to the Programs.
3. **Ownership.** The Company retains the ownership of all right, title and interest in and to all programs, the related documentation and all intellectual property rights therein and The Company shall own all rights, title and interest in all derivative works, subject in each case to any rights of The Company's third party licensors. Neither Client nor any Client learner shall acquire any rights therein and Client will take no action that could be expected to adversely affect or impair The Company's ownership of such materials and rights. Client shall notify The Company promptly of any infringement or suspected infringement of any such intellectual property rights.
4. **Term and Termination.** This Agreement shall be effective from the latest date set forth under the signatures below, and shall continue until terminated in accordance with this Section 4. The initial term is a five year period. Either party may terminate this Agreement immediately upon written notice if the other party ceases to carry on its business or becomes the subject of any proceeding under state, provincial, or federal law for the relief of debtors or otherwise becomes insolvent, bankrupt, or makes an assignment for the benefit of creditors, or upon the appointment of a receiver for the other party or the reorganization of the other party for the benefit of creditors. Upon termination or expiration of this Agreement, Client shall not be released from its obligation to pay any amounts due hereunder. Sections 4, 6, 7 and 8 shall survive the expiration or termination of this Agreement for any reason.
5. **Limitation of liability.** In no event will the Company be liable for any indirect, punitive, special incidental or consequential damage arising out of or related to this agreement (including loss of profits, use, data or any other economic advantage), however it arises, whether by breach of this agreement or in tort, or otherwise, even if the Company has been previously advised of the possibility of such damage. The Company's total liability hereunder during the 12month period immediately preceding the claim giving rise to such liability, and such limitation shall apply regardless of any failure of essential purpose of any remedy and shall survive termination of this agreement.



6. Limited Warranties.

(a) Limited Warranties of The Company. The Company represents and warrants to Client that each of the Programs and Services will substantially conform to the description of such Program and Services provided in Appendix A, which may be updated from time to time by The Company. Client must report any material defect in any Program or Service to The Company in writing and with sufficient detail for The Company to recreate and observe any such defect in order to receive warranty remedies.

(b) Exclusive Remedies. The warranties expressed in Section (a) are the exclusive warranties of The Company and are provided in lieu of all other warranties, whether expressed or implied, including the implied warranties of merchantability and fitness for a particular purpose. If The Company is unable to offer any Program or Service as warranted, Client's exclusive and sole remedy, and The Company's sole obligation, will be the refund of Fees paid for the deficient Program or Service.

7. Miscellaneous.

(a) Notices. All notices and other communications under this Agreement must be in writing and will be deemed given when (i) personally delivered; (ii) upon receipt after being sent by registered U.S. mail, return receipt requested; (iii) upon receipt after being sent by commercial overnight courier service with tracking capabilities; or (iv) sent by electronic mail or facsimile (with confirmation of delivery) to the email address or facsimile number last provided by the other party.

(b) Governing Law; Dispute Resolution. This Agreement shall be deemed to be subject to and shall be construed and interpreted in accordance with the laws of the State of Utah. (c) Severability. If any provision of this Agreement is held to be unenforceable, then such provision(s) shall be excluded from this Agreement; the balance of this Agreement shall be interpreted as if such provision(s) were so excluded; and the balance of this Agreement shall be enforceable in accordance with its terms.

(d) Entire Agreement; Modifications; Waiver. This Agreement constitutes the entire agreement of the parties and supersedes all proposals, oral or written, all negotiations, conversations, discussions, or agreements between the parties relating to the subject matter of this Agreement and all past dealing or industry custom. This Agreement may not be amended, modified, qualified or otherwise changed or altered except in writing executed by an authorized signatory of each party. No term of this Agreement or breach thereof shall be deemed waived unless the waiver is in writing and signed by the party against whom enforcement is sought, and any such waiver shall not be a waiver of any preceding or succeeding breach of the same or any other term.

(e) Assignment; Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, except that Career Step may transfer its rights and obligations hereunder without the consent of Client to any legal entity that (a) is an affiliate of Career Step or (b) is a successor in interest to the business of Career Step by merger, consolidation or sale of substantially all of the assets or stock. Any prohibited assignment shall be null and void. This Agreement shall inure to the benefit of and shall be binding on the successors and permitted assigns of the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Career Step, LLC

Austin-Travis County EMS

By: Michael Hodgson

Name: Michael Hodgson

Title: EVP Professional Training Division

Address: 2901 Ashton Blvd Suite 101  
Lehi, UT 84043

Email/Fax:

\_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email/Fax:

\_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX A  
THE PROGRAM(S)

1. System Requirements. Client shall ensure that authorized learners use the following technology system requirements to access the programs:

Hardware:

- ☐ Active internet connection (High speed/Broadband connection is required)
- ☐ 1024 X 768 minimum resolution
- ☐ Sound card and speakers (Earphones recommended)
- ☐ Available USB port (for Medical Transcription courses)

Software:

- ☐ Adobe Flash Player (ver. 10 or higher)
- ☐ Windows Media Player (ver. 10 or higher) or Quicktime Player (ver. 7 or higher)
- ☐ Adobe PDF reader (ver. 9 or higher)

Browsers on Laptops or Desktops:

- ☐ Internet Explorer (IE) 9.x, 10.x, 11.x
- ☐ FireFox 3.4 or higher
- ☐ Safari 3.0 or 5.0
- ☐ Chrome 25+
- ☐ Javascript and cookies must be enabled

### Programs & Pricing

Career Step can provide Austin-Travis County EMS with the following group subscription options for our Medic-CE and Code 3 VILT EMS Programs:

#### QUOTE for 600 EMS Named Learners:

Five-year commitment paid annually, \$22/named learners/year for unlimited access to Medic-CE.com

Ex:  $600 \times \$22 = \$13,200$  each year for total of \$66,000 (for unlimited access for up to 600 named learners for 5 years)

#### Optional Programs:

##### Pricing for 100 non- EMS Learners:

Non-EMS staff may be added as follows:

\$12 per named learner per 12-month period

##### Pricing for Code 3 VILT Program:

The Code 3 VILT 24 and 48 hour refresher offering may be added anytime during the 600 EMS agreement as follows. If required, pricing will be prorated based on the remaining months of the agreement.

\$80 per named learner per 12-month period

##### Additional Offering:

A VILT Beta Program for three (3) months for up to 50 learners is offered at No Charge with the execution of an agreement for one of the three options listed above for 600 EMS learners.

**Exhibit D**  
Non Discrimination Certification

**City of Austin, Texas**  
**EQUAL EMPLOYMENT/FAIR HOUSING OFFICE**  
**NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas**  
**Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin**  
**Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

*Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.*

*Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.*

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 15th day of June, 2017

CONTRACTOR Career Step  
Authorized Signature Michael Hodgson  
Title EVP Professional Training Division

**Exhibit E**  
**Non Suspension or Debarment Certification**

**City of Austin, Texas**  
**Section 0805**  
**NON-SUSPENSION OR DEBARMENT CERTIFICATION**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: ☐ Career Step, LLC

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Signature of Officer or  
Authorized  
Representative: *Michael Hodgson* Date: ☐ 06/15/2017

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Printed Name: ☐ Michael Hodgson

---

Title ☐ EVP Professional Training Division

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LeadingEMSContinuingEducation

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Date: June 14, 2017

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QUOTE for 100 non-EMS Named Learners:

Non-EMS staff may be added as follows:

\$12 per named learner per 12-month period

Quote for Code 3 VILT Program:

The Code 3 VILT 24 and 48 hour refresher offering may be added anytime during  
the 600 EMS agreement as follows. If required, pricing will be prorated based on the  
remaining months of the agreement.

\$80 per named learner per 12-month period

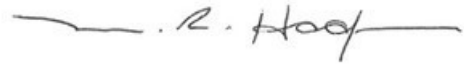
Additional Offering:

A VILT Beta Program for three (3) months for up to 50 named learners is offered at  
No Charge with the execution of an agreement for one of the three options listed  
above for 600 EMS named learners.



We look forward to the opportunity to continuing to provide your organization with superior continuing education and LMS/Record Management technology.

Sincerely,

A handwritten signature in dark ink, appearing to read "M. R. Hodgson", with a long horizontal flourish extending to the right.

Michael R Hodgson  
EVP Professional Training Division  
Career Step, LLC  
[mike.hodgson@careerstep.com](mailto:mike.hodgson@careerstep.com)  
760-501-5004

## PROFESSIONAL TRAINING PROGRAM AGREEMENT

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Career Step, LLC ("The Company") develops and provides on-demand career-focused education and training programs and Austin-Travis County EMS ("Client") desires to offer one or more of The Company's programs to its learners. Client and The Company hereby agree as follows:

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1. **Programs.** The Company will make available via internet access to the Client and its authorized learners the educational programs described on Appendix A. Appendix A may be modified from time to time by mutual written agreement of The Company and Client to change or add to the specific programs offered hereunder and to change the Fees.
2. **Program Fees.** Client will pay to The Company the Fees as set forth in and in accordance with Appendix A. The Company will invoice Client monthly for all amounts due as of the date of such invoice. All Fees and other payments of any kind shall be paid by Client to The Company promptly upon Client's receipt of each invoice provided by The Company to Client. All payments received by The Company more than 30 days after the date of the invoice relating to such payment shall bear interest at the lesser of 1.5% per month and the highest rate permitted by law until paid in full. If any amounts remain unpaid more than 30 days after the date of the invoice, then in addition to any other rights or remedies available to The Company under law or this Agreement, The Company shall have the right to suspend Client and its learners from access to the Programs.
3. **Ownership.** The Company retains the ownership of all right, title and interest in and to all programs, the related documentation and all intellectual property rights therein and The Company shall own all rights, title and interest in all derivative works, subject in each case to any rights of The Company's third party licensors. Neither Client nor any Client learner shall acquire any rights therein and Client will take no action that could be expected to adversely affect or impair The Company's ownership of such materials and rights. Client shall notify The Company promptly of any infringement or suspected infringement of any such intellectual property rights.
4. **Term and Termination.** This Agreement shall be effective from the latest date set forth under the signatures below, and shall continue until terminated in accordance with this Section 4. The initial term is a five year period. Either party may terminate this Agreement immediately upon written notice if the other party ceases to carry on its business or becomes the subject of any proceeding under state, provincial, or federal law for the relief of debtors or otherwise becomes insolvent, bankrupt, or makes an assignment for the benefit of creditors, or upon the appointment of a receiver for the other party or the reorganization of the other party for the benefit of creditors. Upon termination or expiration of this Agreement, Client shall not be released from its obligation to pay any amounts due hereunder. Sections 4, 6, 7 and 8 shall survive the expiration or termination of this Agreement for any reason.
5. **Limitation of liability.** In no event will the Company be liable for any indirect, punitive, special incidental or consequential damage arising out of or related to this agreement (including loss of profits, use, data or any other economic advantage), however it arises, whether by breach of this agreement or in tort, or otherwise, even if the Company has been previously advised of the possibility of such damage. The Company's total liability hereunder during the 12month period immediately preceding the claim giving rise to such liability, and such limitation shall apply regardless of any failure of essential purpose of any remedy and shall survive termination of this agreement.

6. Limited Warranties.

(a) Limited Warranties of The Company. The Company represents and warrants to Client that each of the Programs and Services will substantially conform to the description of such Program and Services provided in Appendix A, which may be updated from time to time by The Company. Client must report any material defect in any Program or Service to The Company in writing and with sufficient detail for The Company to recreate and observe any such defect in order to receive warranty remedies.

(b) Exclusive Remedies. The warranties expressed in Section (a) are the exclusive warranties of The Company and are provided in lieu of all other warranties, whether expressed or implied, including the implied warranties of merchantability and fitness for a particular purpose. If The Company is unable to offer any Program or Service as warranted, Client's exclusive and sole remedy, and The Company's sole obligation, will be the refund of Fees paid for the deficient Program or Service.

7. Miscellaneous.

(a) Notices. All notices and other communications under this Agreement must be in writing and will be deemed given when (i) personally delivered; (ii) upon receipt after being sent by registered U.S. mail, return receipt requested; (iii) upon receipt after being sent by commercial overnight courier service with tracking capabilities; or (iv) sent by electronic mail or facsimile (with confirmation of delivery) to the email address or facsimile number last provided by the other party.

(b) Governing Law; Dispute Resolution. This Agreement shall be deemed to be subject to and shall be construed and interpreted in accordance with the laws of the State of Utah. (c) Severability. If any provision of this Agreement is held to be unenforceable, then such provision(s) shall be excluded from this Agreement; the balance of this Agreement shall be interpreted as if such provision(s) were so excluded; and the balance of this Agreement shall be enforceable in accordance with its terms.

(d) Entire Agreement; Modifications; Waiver. This Agreement constitutes the entire agreement of the parties and supersedes all proposals, oral or written, all negotiations, conversations, discussions, or agreements between the parties relating to the subject matter of this Agreement and all past dealing or industry custom. This Agreement may not be amended, modified, qualified or otherwise changed or altered except in writing executed by an authorized signatory of each party. No term of this Agreement or breach thereof shall be deemed waived unless the waiver is in writing and signed by the party against whom enforcement is sought, and any such waiver shall not be a waiver of any preceding or succeeding breach of the same or any other term.

(e) Assignment; Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, except that Career Step may transfer its rights and obligations hereunder without the consent of Client to any legal entity that (a) is an affiliate of Career Step or (b) is a successor in interest to the business of Career Step by merger, consolidation or sale of substantially all of the assets or stock. Any prohibited assignment shall be null and void. This Agreement shall inure to the benefit of and shall be binding on the successors and permitted assigns of the Parties.

Exhibit C

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Career Step, LLC

Austin-Travis County EMS

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: 2901 Ashton Blvd Suite 101

Lehi, UT 84043

Email/Fax:

\_\_\_\_\_

Email/Fax:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX A  
THE PROGRAM(S)

1. System Requirements. Client shall ensure that authorized learners use the following technology system requirements to access the programs:

Hardware:

- ☐ Active internet connection (High speed/Broadband connection is required)
- ☐ 1024 X 768 minimum resolution
- ☐ Sound card and speakers (Earphones recommended)
- ☐ Available USB port (for Medical Transcription courses)

Software:

- ☐ Adobe Flash Player (ver. 10 or higher)
- ☐ Windows Media Player (ver. 10 or higher) or Quicktime Player (ver. 7 or higher)
- ☐ Adobe PDF reader (ver. 9 or higher)

Browsers on Laptops or Desktops:

- ☐ Internet Explorer (IE) 9.x, 10.x, 11.x
- ☐ FireFox 3.4 or higher
- ☐ Safari 3.0 or 5.0
- ☐ Chrome 25+
- ☐ Javascript and cookies must be enabled

Programs & Pricing

Career Step can provide Austin-Travis County EMS with the following group subscription options for our Medic-CE and Code 3 VILT EMS Programs:

QUOTE for 600 EMS Named Learners:

Five-year commitment paid annually, \$22/named learners/year for unlimited access to Medic-CE.com

Ex:  $600 \times \$22 = \$13,200$  each year for total of \$66,000 (for unlimited access for up to 600 named learners for 5 years)

Optional Programs:

Pricing for 100 non- EMS Learners:

Non-EMS staff may be added as follows:

\$12 per named learner per 12-month period

Pricing for Code 3 VILT Program:

The Code 3 VILT 24 and 48 hour refresher offering may be added anytime during the 600 EMS agreement as follows. If required, pricing will be prorated based on the remaining months of the agreement.

\$80 per named learner per 12-month period

Additional Offering:

A VILT Beta Program for three (3) months for up to 50 learners is offered at No Charge with the execution of an agreement for one of the three options listed above for 600 EMS learners.



# City of Austin FSD Purchasing Office

## Certificate of Exemption

DATE: 03/09/2017

DEPT: Emergency Medical Services

TO: Purchasing Officer or Designee

FROM: Ed Piker, Commander

BUYER: Sai Xoomsai

PHONE: (512) 978-0172

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)

- ☐ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
- ☐ a procurement necessary to preserve or protect the public health or safety of municipality's residents
- ☐ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
- ☐ a procurement for personal, professional, or planning services
- ☐ a procurement for work that is performed and paid for by the day as the work progresses
- ☐ a purchase of land or right-of-way
- ☒ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for

equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits

- ☐ a purchase of rare books, papers, and other library materials for a public library
- ☐ paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
- ☐ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

- a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391
- services performed by blind or severely disabled persons
- goods purchased by a municipality for subsequent retail sale by the municipality
- electricity
- advertising, other than legal notices
- Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

Medic-CE is a software platform that has been in-use by Austin Travis County EMS for the past three years. Medic-CE is a proprietary software, customized and licensed for ATCEMS use. CareerStep, previously MEDIC CE is the sole provider of the Medic-CE software platform.



4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

The current vendor Career Step (formerly MEDIC CE) and software solution have been successfully utilized by EMS for the past three years. Career Step provides excellent service levels. Career Step pricing has been provided at discount level between 57 – 66% off published pricing. Career Step offers a No-Charge Three Month Beta Virtual Instructor Lead Training (VILT) program and the MEDIC CE solution allows creation and delivery of client's content in both Online and VILT program; of which Career Step is the only vendor in the market that provides both Online and VILT program offerings; clearly making this offering the a best value to the City and EMS!

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with CAREER STEP, LLC which will cost approximately \$ 68,000.00 (Provide estimate and/or breakdown of cost).

Recommended  
Certification

Edward Rivera 3-16-17  
Originator Date

Approved  
Certification

Kevin Lang 3/21/17  
Department Director or designee Date

Rfull 3/23/17  
Assistant City Manager / General Manager Date  
or designee (if applicable)

Purchasing Review  
(if applicable)

Bautista 03/12/17  
Buyer Date Manager Initials

Exemption Authorized  
(if applicable)

\_\_\_\_\_  
Purchasing Officer or designee Date

02/26/2013



### Leading EMS Continuing Education

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**Subject:** Official Quote – Medic-CE and Code 3 VILT Online Programs  
and LMS/Record Management Platform

**Date:** December 22, 2016

Career Step can provide Austin-Travis County EMS with the following group subscription options for our Medic-CE and Code 3 VILT EMS Programs:

**QUOTE for 600 EMS Named Learners:**

Five-year commitment paid annually, \$22/named learners/year for unlimited access to Medic-CE.com

Ex:  $600 \times \$22 = \$13,200$  each year for total of \$66,000 (for unlimited access for 600 named learners for 5 years)

**QUOTE for 100 non- EMS Named Learners:**

Non-EMS staff may be added as follows:

\$12 per named learner per 12-month period

**Quote for Code 3 VILT Program:**

The Code 3 VILT 24 and 48 hour refresher offering may be added anytime during the 600 EMS agreement as follows. If required, pricing will be prorated based on the remaining months of the agreement.

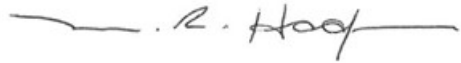
\$80 per named learner per 12-month period

**Additional Offering:**

A VILT Beta Program for three (3) months for up to 50 named learners is offered at No Charge with the execution of an agreement for one of the three options listed above for 600 EMS named learners.

We look forward to the opportunity to continuing to provide your organization with superior continuing education and LMS/Record Management technology.

Sincerely,

A handwritten signature in black ink, appearing to read "M. R. Hodgson", with a long horizontal flourish extending to the right.

Michael R Hodgson  
EVP Professional Training Division  
Career Step, LLC  
[mike.hodgson@careerstep.com](mailto:mike.hodgson@careerstep.com)  
760-501-5004

# CONTRACT: CAREER STEP MEDIC CE LICENSES

## Certificate of Exemption (COE) Guidelines & Helpful Questions:

Provide complete responses to questions #3 and #5 on the COE. These questions can assist in this process.

### Professional Service Exemptions

1. Why is this vendor most qualified to provide these services?
2. Does this vendor have history of working with the City? If so, was it on this particular service?
3. What qualifications, certifications, or specialized training does the vendor have?

Current vendor and solution that successfully has been utilized for three years

Vendor provides excellent service levels

Pricing has been provided at discount level between 57 – 66% off published pricing

Offering a No-Charge Three Month Beta Virtual Instructor Lead Training (VILT) program offering

Solution allows creation and delivery of client's content in both Online and VILT program offerings

Only vendor in market that provides both Online and VILT program offerings

4. What is the impact if a contract is not secured with this particular vendor? (ie. Loss of project timeline, loss of funding, etc.)
5. Who else can provide these services, and why are they not the best fit for the contract?

CE solutions – more expensive; won't host our education so we would have to have another contract/platform for internal education distribution

Distance CME – packaged learning modules; geared toward personnel not on continuous education plans. Won't host our education so we would have to have another contract/platform for internal education distribution

Any other option would create expense of rebuilding platforms; delays in administrative components during reset

**Required Documentation:** Scope of Work with a delivery/task schedule tied to payments, Project timeline, Vendor's Proposal/Quote, Additional supporting documentation: Vendor's Professional Statement and/or or assigned personnel resumes

### Sole Source Exemptions

1. Why is it a sole source?
2. Why is the vendor the only viable solution?
3. Has this procurement been competitively bid in the past? How have we been procuring previously?

4. Are there any other acceptable brands? If not what makes them unacceptable?
5. Is there a concern regarding warranty, compatibility, health and public safety, and/or routine safety?
6. Are there territorial or geographic restrictions?
7. Are there resellers, distributors, or dealers in the market?
8. What other suppliers or products/services were considered?
9. If the product is designed to be compatible with existing equipment/item, describe the age, value and useful life remaining of the current equipment/item. What is the estimated cost of buying new equipment/item? What is value of buying the addition versus buying all new?
10. Is there a way to retrofit another brand? What is this estimated associated cost?
11. What specialized training or certifications are necessary to maintain or repair the equipment/item? Is it specific to the proposed vendor?

**Required Documentation:** Scope of Work, Vendor's proposal/quote, Vendor's sole source letter: less than 6 months old, signed by an authorized representative, and on company letterhead, should clearly state they are the sole provider and why.