Amendment No. 5
of
Contract Number:  MA 9300 NA180000085
for
Electronic Patient Care Record Solution
between
ESO Solutions, Inc.
and the
City of Austin

1.0    The City hereby amends this Contract by adding an additional $72,165.00 to the Total Contract Amount:
$36,380 for Option 2:  12/26/2019 – 12/25/2020
$35,785 for Option 3:  12/26/2020 – 12/25/2021

2.0    The total Contract authorization is recapped below:

| Term | Action Amount | Total Contract Amount |
|---|---|---|
| Initial Term:<br>06/11/2018 – 06/10/2019 | $166,540.00 | $166,540.00 |
| Amendment No. 1:  Administrative Increase<br>($7,995.00 to initial term and each option)<br>08/07/2018 | $7,995.00 | $174,535.00 |
| Amendment No. 2:<br>　2.1　Administrative Increase (See Amend No. 1)<br>　2.2　Option 1 – Extension<br>06/11/2019 – 06/10/2020 | $7,995.00<br>$162,813.00<br>$170,808.00 | $345,343.00 |
| Amendment No. 3:<br>　3.1　Increase NTE (To $785,260 over 4 options)<br>　3.2　Clarify Subscription/License (Attachment A)<br>　3.3　Clarify SOW (Attachment B)<br>　3.4　Add LMS (Attachment C)<br>　3.5　Amend Section 1.4 (Key personnel)<br>　3.6　Amend Section 7.0 (Add 7.32 & 7.33)<br>09/27/2019 | $294,460.00<br>$0.00<br>$0.00<br>$0.00<br>$0.00<br>$0.00<br>$294,460.00 | $639,803.00 |
| Amendment No. 4:<br>　4.1　Administrative Increase (See Amend No. 1)<br>　4.2　Increase NTE (See 3.1)<br>　4.3　Option 2 – Early Extension<br>　　　12/26/2019 – 12/25/2020 | $7,995.00<br>$163,600.00<br>$167,697.00<br>$339,292.00 | $979,095.00 |
| Amendment No. 5:  Administrative Increase<br>$36,380 for Option 2:  12/26/2019 – 12/25/2020<br>$35,785 for Option 3:  12/26/2020 – 12/25/2021<br>12/14/2020 | $72,165.00 | $1,051,260.00 |

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: _Matt Walker_    12/16/2020

　　　　　　　　　—0A9B9310981E47C...
　　　　　　　　　Matt Walker
Printed Name:_____
Authorized Representative

ESO Solutions, Inc.
11500 Altera Parkway, Suite 100
Austin, Texas 78758

Signature/Date:

Printed Name: Elisa Folco, Procurement Specialist IV

City of Austin
Purchasing Office
124 W. 8th Street, Suite 310
Austin, TX 78701

Amendment No. 4
to
Contract No. MA 9300 NA180000085
for
Electronic Patien Care Record Solution
between
ESO Solutions, Inc.
and the
City of Austin

1.0   The City hereby exercises this early extension option for the subject contract. This extension option will be effective December 26, 2019 to December 25, 2020. Two options will remain.

2.0   The total contract amount is increased by $339,292 by this extension period. The total contract authorization is recapped below:

| Action | Action Amount | Total Contract Amount |
|---|---|---|
| Initial Term:<br>06/11/2018 – 06/10/2019 | $166,540.00 | $166,540.00 |
| Amendment No. 1: Administrative Increase<br>($7,995.00 to initial term and each option)<br>08/07/2018 | $7,995.00 | $174,535.00 |
| Amendment No. 2:<br>2.1  Admnistrative Increase (See Amend. 1)<br>2.2  Option 1 – Extension<br>      06/11/2019 – 06/10/2020 | $7,995.00<br>$162,813.00<br>$170,808.00 | $345,343.00 |
| Amendment No. 3:<br>3.1 Increase NTE (To $785,260 over 4 options)<br>3.2 Clarify Subscription/License (Attachment A)<br>3.3 Clarify SOW            (Attachment B)<br>3.4 Add LMS               (Attachment C)<br>3.5 Amend Section 1.4      (Key personnel)<br>3.6 Amend Section 7.0      (Add 7.32 & 7.33)<br>      09/27/2019 | $294,460.00<br>$0.00<br>$0.00<br>$0.00<br>$0.00<br>$0.00<br>$294,460.00 | $639,803.00 |
| Amendment No. 4:<br>4.1 Administrative Increase (See Amend. 1)<br>4.2 Increase NTE (See 3.1)<br>4.3 Option 2 – Early Extension<br>      12/26/2019 – 12/25/2020 | $7,995.00<br>$163,600.00<br>$167,697.00<br>$339,292.00 | $979,095.00 |

3.0   By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

4.0   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.

Sign/Date: _____ 1/29/20   Sign/Date: _____

Printed Name:__CORTNEY JOHNSON___        Jim Howard
Authorized Representative                 Procurement Manager
ESO Solutions, Inc.                       124 West 8th Street
11500 Alterra Parkway, Suite 100          Austin, Texas 78071
Austin, Texas 78758

jb

Amendment No. 3
to
Contract No. NA180000085
for
Electronic Patient Care Record Solution
between
ESO Solutions, Inc.
and the
City of Austin, Texas

1.0   The City hereby amends the above referenced contract to increase available funding to provide a records management and electronic patient care record solution for a total amount not to exceed $785,260.

2.0   The City hereby amends the above referenced contract to clarify Section Attachment A – ESO Solutions, Inc. Master Subscription and License Agreement.

3.0   The City hereby amends the above referenced contract to clarify the Scope of Work (SOW) Section Attachment B – Statement of Work.

4.0   The City hereby amends the above referenced contract by adding LMS Master Service Agreement as Attachment C.

5.0   The City hereby amends Section 1, Grant of Authority, Services and Duties, item 1.4 Designation of Key Personnel:

   5.1   **Designation of Key Personnel**. For matters relating to this Addendum One, the Contractor's Contract Manager for this engagement shall be Scott Kelly, who holds the position "Director of Contracts" at ESO Solutions, Inc. and whose contact information is: scott.kelly@eso.com, phone: (512) 308 6508. The City's Contract Manager for the engagement shall by Maya Coleman, Phone: (512) 974 4150, email: Maya.Coleman@austintexas.gov.

6.0   The City hereby amends Section 7. Miscellaneous to add the language below as items 7.32 (Usage) and 7.33 (Clarification Regarding Support Services).

   6.1   **Usage**. Usage by either Austin Fire Department or Austin-Travis County EMS shall be tracked independently by the metric identified in the applicable product schedule. In the event the identified metric is either "calls" or "incidents," each call or incident shall be defined as a record within the Contractor's software which has been locked and subsequently uploaded by the City's end users.

   6.2   **Clarification Regarding Support Services.** Section 2.2 of Exhibit B to Attachment A shall be modified with the inclusion of the following sentence to the end of the

6.0    The total Contract amount is recapped below:

| Term | Action Amount | Total Contract Amount |
|---|---|---|
| Basic Term: 06/11/2018 – 06/10/2019 | $166,540.00 | $166,540.00 |
| Amendment No. 1:  $7,995.00 Annual Administrative Increase to the contract. NTE is as follows:<br>06/11/2018 – 06/10/2019 $166,540.00 + $7,995.00<br>06/11/2019 – 06/10/2020 $162,813.00 + $7,995.00<br>06/11/2020 – 06/10/2021 $167,697.00 + $7,995.00<br>06/11/2021 – 06/10/2022 $172,727.00 + $7,995.00<br>06/11/2022 – 06/10/2023 $177,909.00 + $7,995.00 | $7,995.00 | $174,535.00 |
| Amendment No. 2: Option 1 + Annual Administrative Increase<br>06/11/2019 – 06/10/2020 | $170,808.00 | $345,343.00 |
| Amendment No. 3: Modifying the following Sections:<br>3.1 Contract Amount:<br>06/11/2019 – 06/10/2020 $170,808 + $294,460.00<br>06/11/2020 – 06/10/2021 $175.692 + $163,600.00<br>06/11/2021 – 06/10/2022 $180,722 + $163.600.00<br>06/11/2022 – 06/10/2022 $185,904 + $163.600.00<br><br>Attachment A - ESO Solutions, Inc. Master Subscription and License Agreement<br>Attachment B – Statement of Work<br>1.4 Designation of key personnel<br>Section 7 – Misc. by adding items 7.32 & 7.33 | $294.460.00 | $639,803.00 |

5.0    MBE/WBE goals were not established for this contract.

6.0    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.

9.0    ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

COURTNEY JOHNSON, CFO
Printed Name:
Authorized Representative

ESO Solutions, Inc.
11500 Alterra Parkway, Ste. 100
Austin, TX 78758

Signature & Date:

9/27/19

Daniel Dellemonache
Procurement Specialist III
City of Austin Purchasing Office

## Price Table

| Current Pricing | Cost |
|---|---|
| One-Time Cost | 105,360.00 |
| Annual Year 1 | 189,100.00 |
| Annual Year 2 | 163,600.00 |
| Annual Year 3* | 163,600.00 |
| Annual Year 4* | 163,600.00 |
| Total | 785,260.00 |

## Payment Table

| Payment Due Dates | Term | Amount |
|---|---|---|
| 10/1/2019 | Term 1 | 294,460.00 |
| 12/1/2020 | Term 2 | 163,600.00 |
| 12/1/2021 | Term 3* | 163,600.00 |
| 12/1/2022 | Term 4* | 163,600.00 |
| Total | | 785,260.00 |

*Additional fee of $8,500 per year applies if run volume raises to next tier of 45,001-60,000

# ESO Product Detail Year 1

## Electronic Heatlh Record (EHR)

| Product | Unit of Measure | Price | |
|---|---|---|---|
| EHR with QM up to 45,000 | incidents | $ | 25,495.00 |
| ESO EHR EMS Data Export | calls | $ | 1,895.00 |
| ESO EHR Training - 25 days | days | $ | 39,871.00 |
| Total | | $ | 67,261.00 |

## ESO Fire

| Product | Unit of Measure | Price | |
|---|---|---|---|
| ESO Fire Incidents Career FD Module - First Station | station | $ | 1,295.00 |
| ESO Fire Incidents Career FD Module- Additional Stations- up to 50 | station | $ | 45,325.00 |
| ESO Fire Incidents and EHR CAD Integration | incidents | $ | - |
| ESO Fire View Extract | incidents | $ | 10,000.00 |
| ESO Fire Telestaff Roster Integration | incidents | $ | 3,595.00 |
| Fire Onsite Training - 30 days (PM Included) | days | $ | 49,494.00 |
| Total | | $ | 109,709.00 |

## ESO Education

| Product | Unit of Measure | Price | |
|---|---|---|---|
| FireRescue1 Academy- Implementation and Configuration | employees | $ | 5,000.00 |
| Learning Management System (includes setup and maintenance) | employees | $ | 25,500.00 |
| FireRescue1 Academy with ESO Integration | employees | $ | 51,000.00 |
| EVALS Implementation | employees | $ | 995.00 |
| Total | | $ | 82,495.00 |

## ESO Personnel Management

| Product | Unit of Measure | Price | |
|---|---|---|---|
| ESO Personnel Management data import | number of employees | $ | 10,000.00 |
| ESO Personnel Management module | number of employees | $ | 24,995.00 |
| Total | | $ | 34,995.00 |

## Total

| Total | | $ | 294,460.00 |
|---|---|---|---|

## ESO Product Detail Year 2

| Electronic Heatlh Record (EHR) | | |
|---|---|---|
| Product | Unit of Measure | Price |
| EHR with QM up to 45,000 | incidents | $ 25,495.00 |
| ESO EHR EMS Data Export | calls | $ 1,895.00 |
| Total | | $ 27,390.00 |

| ESO Fire | | |
|---|---|---|
| Product | Unit of Measure | Price |
| ESO Fire Incidents Career FD Module - First Station | station | $ 1,295.00 |
| ESO Fire Incidents Career FD Module- Additional Stations- up to 50 | station | $ 45,325.00 |
| ESO Fire Incidents and EHR CAD Integration | incidents | $ - |
| ESO Fire Telestaff Roster Integration | incidents | $ 3,595.00 |
| Fire Incidents Data API | incidents | $ 10,000.00 |
| Total | | $ 60,215.00 |

| ESO Education | | |
|---|---|---|
| Product | Unit of Measure | Price |
| FireRescue1 Academy with ESO Integration | employees | $ 51,000.00 |
| Total | | $ 51,000.00 |

| ESO Personnel Management | | |
|---|---|---|
| Product | Unit of Measure | Price |
| ESO Personnel Management module | number of employees | $ 24,995.00 |
| | | $ 24,995.00 |

## Total

| Total | $ 163,600.00 |
|---|---|

# ESO Product Detail Years 3-4

## Electronic Heatlh Record (EHR)

| Product | Unit of Measure | Price | |
|---|---|---|---|
| EHR with QM up to 45,000* | incidents | $ | 25,495.00 |
| ESO EHR EMS Data Export | calls | $ | 1,895.00 |
| Total | | $ | 27,390.00 |
| *Additional fee of $8,500 per year applies if run volume raises to next tier of 45,001-60,000 | | | |

## ESO Fire

| Product | Unit of Measure | Price | |
|---|---|---|---|
| ESO Fire Incidents Career FD Module - First Station | station | $ | 1,295.00 |
| ESO Fire Incidents Career FD Module- Additional Stations- up to 51 | station | $ | 45,325.00 |
| ESO Fire Incidents and EHR CAD Integration | incidents | $ | - |
| ESO Fire Telestaff Roster Integration | incidents | $ | 3,595.00 |
| Fire Incidents Data API | incidents | $ | 10,000.00 |
| Total | | $ | 60,215.00 |

## ESO Education

| Product | Unit of Measure | Price | |
|---|---|---|---|
| FireRescue1 Academy with ESO Integration | employees | $ | 51,000.00 |
| Total | | $ | 51,000.00 |

## ESO Personnel Management

| Product | Unit of Measure | Price | |
|---|---|---|---|
| ESO Personnel Management module | number of employees | $ | 24,995.00 |
| | | $ | 24,995.00 |

## Total

| Total | | $ | 163,600.00 |
|---|---|---|---|

## EXHIBIT A-1 TO ATTACHMENT A. THE MASTER SUBSCRIPTION AND LICENSE AGREEMENT

## SOFTWARE SCHEDULE

1. The General Terms & Conditions are incorporated herein by reference. The subscription term shall begin fifteen (15) calendar days after the Effective Date ("Subscription Start Date"). Customer shall be deemed to have accepted the Software on the Subscription Start Date. The parties will make reasonable efforts to ensure that Customer is live on the Software as quickly as possible, and in no event will the Subscription Start Date be modified for implementation delays. For the avoidance of doubt, any training services, implementation services, or data import/conversion/migration purchased below shall be fulfilled throughout the lifetime of the Agreement or until the scheduled amount of time for the corresponding service has been fulfilled, whichever is earlier. Each 'day' of training, implementation, or data migration constitutes eight hours of service, as further defined below.

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

**Year 1:**

| Electronic Health Record (EHR) | | |
|---|---|---|
| Product | Unit of Measure | Price |
| EHR with QM – up to 45,000 incidents/yr | incidents | $ 25,495.00 |
| ESO EHR EMS Data Export | calls | $ 1,895.00 |
| ESO EHR Training - 25 days | days | $ 39,871.00 |
| Total | | $ 67,261.00 |

| ESO Fire | | |
|---|---|---|
| Product | Unit of Measure | Price |
| ESO Fire Incidents Career FD Module - First Station | station | $ 1,295.00 |
| ESO Fire Incidents Career FD Module- Additional Stations- 49 | station | $ 45,325.00 |
| ESO Fire Incidents and EHR CAD Integration | incidents | $ - |
| ESO Fire View Extract | incidents | $ 10,000.00 |
| ESO Fire Telestaff Roster Integration | incidents | $ 3,595.00 |
| Fire Onsite Training - 30 days (PM Included) | days | $ 49,494.00 |
| Total | | $ 109,709.00 |

| ESO Education | | |
|---|---|---|
| Product | Unit of Measure | Price |
| FireRescue1 Academy- Implementation and Configuration | employees | $ 5,000.00 |
| Learning Management System | employees | $ 25,500.00 |
| FireRescue1 Academy with ESO Integration | employees | $ 51,000.00 |
| EVALS Implementation | employees | $ 995.00 |
| Total | | $ 82,495.00 |

| ESO Personnel Management | | |
|---|---|---|
| Product | Unit of Measure | Price |
| ESO Personnel Management data import | number of employees | $ 10,000.00 |
| ESO Personnel Management module | number of employees | $ 24,995.00 |
| Total | | $ 34,995.00 |

## Total

| Total | | $ 294,460.00 |
|---|---|---|

**Year 2:**

## Electronic Heatlh Record (EHR)

| Product | Unit of Measure | Price |
|---|---|---|
| EHR with QM – up to 45,000 incidents/yr | incidents | $ 25,495.00 |
| ESO EHR EMS Data Export | calls | $ 1,895.00 |
| Total | | $ 27,390.00 |

## ESO Fire

| Product | Unit of Measure | Price |
|---|---|---|
| ESO Fire Incidents Career FD Module - First Station | station | $ 1,295.00 |
| ESO Fire Incidents Career FD Module- Additional Stations- 49 | station | $ 45,325.00 |
| ESO Fire Incidents and EHR CAD Integration | incidents | $ - |
| ESO Fire Telestaff Roster Integration | incidents | $ 3,595.00 |
| Fire Incidents Data API | incidents | $ 10,000.00 |
| Total | | $ 60,215.00 |

## ESO Education

| Product | Unit of Measure | Price |
|---|---|---|
| FireRescue1 Academy with ESO Integration | employees | $ 51,000.00 |
| Total | | $ 51,000.00 |

## ESO Personnel Management

| Product | Unit of Measure | Price |
|---|---|---|
| ESO Personnel Management module | number of employees | $ 24,995.00 |
| | | $ 24,995.00 |

## Total

| | | |
|---|---|---|
| Total | | $ 163,600.00 |

**Year 3:**

## Electronic Health Record (EHR)

| Product | Unit of Measure | Price |
|---|---|---|
| EHR with QM – up to 45,000 incidents/yr | incidents | $ 25,495.00 |
| ESO EHR EMS Data Export | calls | $ 1,895.00 |
| Total | | $ 27,390.00 |

## ESO Fire

| Product | Unit of Measure | Price |
|---|---|---|
| ESO Fire Incidents Career FD Module - First Station | station | $ 1,295.00 |
| ESO Fire Incidents Career FD Module- Additional Stations- 49 | station | $ 45,325.00 |
| ESO Fire Incidents and EHR CAD Integration | incidents | $ - |
| ESO Fire Telestaff Roster Integration | incidents | $ 3,595.00 |
| Fire Incidents Data API | incidents | $ 10,000.00 |
| Total | | $ 60,215.00 |

## ESO Education

| Product | Unit of Measure | Price |
|---|---|---|
| FireRescue1 Academy with ESO Integration | employees | $ 51,000.00 |
| Total | | $ 51,000.00 |

## ESO Personnel Management

| Product | Unit of Measure | Price |
|---|---|---|
| ESO Personnel Management module | number of employees | $ 24,995.00 |
| | | $ 24,995.00 |

## Total

| Total | $ 163,600.00 |
|---|---|

**Year 4:**

## Electronic Health Record (EHR)

| Product | Unit of Measure | Price |
|---|---|---|
| EHR with QM – up to 45,000 incidents/yr | incidents | $ 25,495.00 |
| ESO EHR EMS Data Export | calls | $ 1,895.00 |
| Total | | $ 27,390.00 |

## ESO Fire

| Product | Unit of Measure | Price |
|---|---|---|
| ESO Fire Incidents Career FD Module - First Station | station | $ 1,295.00 |
| ESO Fire Incidents Career FD Module- Additional Stations- 49 | station | $ 45,325.00 |
| ESO Fire Incidents and EHR CAD Integration | incidents | $ - |
| ESO Fire Telestaff Roster Integration | incidents | $ 3,595.00 |
| Fire Incidents Data API | incidents | $ 10,000.00 |
| Total | | $ 60,215.00 |

## ESO Education

| Product | Unit of Measure | Price |
|---|---|---|
| FireRescue1 Academy with ESO Integration | employees | $ 51,000.00 |
| Total | | $ 51,000.00 |

## ESO Personnel Management

| Product | Unit of Measure | Price |
|---|---|---|
| ESO Personnel Management module | number of employees | $ 24,995.00 |
| | | $ 24,995.00 |

## Total

| | | |
|---|---|---|
| Total | | $ 163,600.00 |

3. 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 recurring Fees shall be invoiced on the Subscription Start Date.

   3.3. During the second year and any renewal years thereafter, 100% of the Fees shall due on the anniversary of the Subscription Start Date.

**ATTACHMENT B - STATEMENT OF WORK**

**AUSTIN FIRE DEPARTMENT (AFD)**

# Table of Contents

## *Background*

ESO Solutions, founded in 2004, currently serves 10,000-plus EMS agencies and Fire Departments with end users across the country. ESO serves departments large and small, urban and rural, and clients that include federal, regional, and local government agencies, hospitals, volunteer departments, and private agencies, by providing an Electronic Health Record (EHR) patient care reporting software solution and a ESO Fire Records Management System (RMS).

ESO's hosted, Software as a Service (SaaS) solution enables agencies to run the EHR and the ESO Fire Suite from any computer with an internet connection, as well as access to EHR from a mobile component for data entry at the patient's side. This hosted model makes our solutions fast and easy to implement, and there is no upfront investment for server hardware. Updates to the software are automatically deployed to end users, reducing demands on the ever-increasing needs of agency information technology staff. Further, our customers rest assured that our data hosting facilities meet rigorous requirements to protect customer data at all times through high availability standards, unsurpassed physical security, reliability and backup, and a disaster recovery plan.

ESO employs over 200 employees, most of whom are located in Austin, Texas or Des Moines, Iowa headquarters. Regional account representatives typically live in the region in which they work, while support, implementation and development staff work out of ESO offices.

In implementing the SaaS model, ESO works with agencies in a proposed 10-step implementation process. The process is led by one of ESO's three implementation specialists and delivered by a client services administrator, a support manager assisting in the CAD and billing interfaces, and a technical product manager assisting agencies with new software features as well as billing and state extract processes. In addition, based on the segment of implementation, specialists that are part of the client services team assist the agency in implementation.

This document details the implementation of two ESO products, ESO Fire RMS and EHR, as well as additional modules within the ESO Fire Suite.

### *High Level Plan*

Year 1, 2019:
- Conduct planning sessions to develop a detailed implementation plan including training schedule for both ESO Fire Suite and ESO EHR.
- Software setup, CAD integration, and information gathering for ESO Fire Suite and ESO EHR.
- Software setup, account management, and platform testing for FireRescue1 Academy and EVALS.

Year 2, 2020:
- ESO Fire Incidents integration with Kronos TeleStaff.
- Administrator training, User testing, final configuration, and implementation including a pilot (soft go live), end user training, NFIRS reporting, go-live, and post go-live support for ESO Fire Suite and ESO EHR.
- Conduct planning sessions to develop a detailed implementation plan including training schedule for Personnel Management, FireRescue1 Academy, and EVALS.
- Software setup, data import, and administrator training for Personnel Management.
- Configuration, Go live, and post go live support for EVALS.

- Configuration for FireRescue1 Academy as well as migration of custom classes.

Year 3, 2021:
- Austin Fire Department shall be responsible for the following: Finalizing custom class migration and automating reporting for FireRescue1 Academy.
- End user training, Go Live, and post Go Live support for Personnel Management and FireRescue1 Academy.

## Strategy

ESO Solutions' blended implementation and training plan relies on both on-site and remote, off-site training. Having implemented over 10,000 customers, ESO provides flexible training options to meet the specific needs of your agency.

## Vendor Roles & Responsibilities

The roles and responsibilities of ESO Solutions in the design and implementation of training is included in the sections below, detailing the milestones of project implementation. ESO understands the importance of making sure you know how the product works and how to best incorporate the product into your daily operations. ESO takes great pride in working hand in hand with the customer during implementation and beyond.

# Year 1 - 2019

## ESO Fire Incidents Module

The milestones listed below include the responsibilities of AFD staff in the implementation of ESO software. Coordinating training dates, testing the software, and providing prompt responses to implementation asks are a few of the items that can either speed up or delay the implementation timeline.

The proposed work plan is a guide. ESO will work closely with designated project managers for a smooth implementation. ESO understands the scheduling needs of the emergency services environment, having successfully implemented the software for more than 10,000 clients of varying sizes and needs.

| FIRE Software Milestones: | |
|---|---|
| 1 | Project Initiation including planning meeting |
| 2 | Information Gathering and System Setup |
| 3 | Online Administrative Training (admin/overview) |
| 4 | Conduct End User Training |
| 5 | Regulatory Compliance |
| 6 | System Testing |
| 7 | System Go-live and Post-implementation Support |

ESO's FIRE Software uses a eight-phase process to complete the installation and support of the software.

### Milestone 1: Project Initiation including planning meeting
Deliverables:
Introductory Kickoff Conference Call

Agency Key Players Worksheet
ESO Considerations
High level timeline (outcome of planning session) for both EHR and ESO Fire Suite
Formal Kickoff Conference Call Vendor Contacts
Formal Kickoff Conference Call
Implementation Plan
Communications Plan
Hardware Requirements
Change Control Plan
Issue Resolution Plan
Meeting Notes & Timeline
Project Management Expectations

To initiate the implementation process, the ESO Client Services administrator will contact the agency's project manager ("introductory call") to schedule an introductory conference call. At this time, ESO will send the project manager a project planning worksheet on which s/he can identity the key players from the organization who will participate in the project implementation and the ongoing administration of the software, including, but not limited to, agency administrators. At that time, ESO also will send the project manager a document that highlights areas that the agency will need to consider during the transition to ESO Fire. These may include the need to re-define certain terminology as well as outline new procedures for the organization's day-to-day operations. The agency will receive a detailed list of these areas during project implementation.

Following the introductory call, a planning session will be held to devise a high-level timeline for implementation of EHR and ESO Fire Suite. This will followed by a more formal kickoff call allowing ESO and agency stakeholders to make contact on a larger scale. The purpose of the call is to enable the agency and ESO implementation team members to introduce themselves and begin to discuss project deliverables, task ownership, and   tentative timelines, including possible online and onsite training dates. During the call, ESO and the agency   will discuss CAD and interfaces as well as identify vendor contacts that will assist with those interfaces.

The outcome of the planning session will be a project timeline that sets forth project milestones and timeframes for:
a) Documentation return
b) ESO FIRE system setup by ESO
c) Interface programming and testing, if applicable, including:
   o   Telestaff Integration into ESO Fire Incidents
   o   CAD integration via CAD Monitor
d) Setup of ESO Fire data extract
e) Online administrative training
f) Completion of ESO FIRE system setup
g)  End user training
h)  End user practice
i) Post-implementation  follow-up

Now, ESO and the agency's project lead can discuss the scheduling (frequency, attendees etc.) of additional meetings and other means to report progress.

The project initiation phase will begin within fifteen (15) days of the effective contract date and will last between fourteen (14) and thirty (30) days.

*Milestone 2: Information Gathering and System Setup*
Deliverables:

- Agency Account and Build Out in ESO Suite
- Agency Setup Preparation
- Documentation of interfaces to Fire Incidents (CAD Monitor, TeleStaff, data extract, etc.)

These activities begin after project kickoff and last for approximately two weeks. (The milestone timeframe may vary depending on how quickly the agency returns the completed setup file after project kickoff, and how quickly the agency completes its portions of the system setup after the initial setup done by ESO.)

During this time, ESO will work with AFD on the following:

    a) Interface programming and testing, if applicable, including:
- Telestaff Integration to ESO Fire Incidents
- CAD Integration via CAD Monitor

    b) Setup of ESO data extract

During this time, ESO creates an agency account for the agency in the ESO Suite and begins to build out the systems with the information provided on the agency's ESO Fire setup file, including personnel, Fire units and vehicles, facilities and the like. When this setup is complete, ESO will provide designated users from each account with a user name so that they may create a password, log in to the system, and complete the agency setup. This includes:

a. Adding a company logo (can be completed by ESO during initial setup if preferred)
b. Assigning user names
c. Assigning roles and claims
d. Establishing agency password and lockout policies
e. Creating new users and assigning user roles and login credentials
f. Adding additional facilities, units, vehicles etc. beyond those entered by ESO during initial system setup
g. Configuration of agency's validation routine
h. Addition of optional, pre-defined data fields

ESO will train agency administrators on this functionality during the online administrative training session and also will provide detailed help guides to assist administrators throughout this process

### ESO EHR Module
Deliverables:
- Live System
- Planning Session
- Information Gathering and System setup

In Year One (2019), ESO will execute the live system, software setup, and initial configuration for AFD patient care reporting documentation.

### Lexipol EVALS Platform
Deliverables:
- Live System
- Account Management

Introduction, setup, and account management for the management of EVALS Platform, as further defined on Exhibit 1 to this Statement of Work

### *Lexipol FireRescue1 Academy*
Deliverables:
- ⸱ Live System
- ⸱ FireRescue1 content library
- ⸱ Account Management

Introduction, setup, and account management for the management of FireRescue1 Platform, <u>as further defined on Exhibit 1 to this Statement of Work</u>

## *Year 2 –2020*
### *ESO Personnel Management Module*
Deliverables:
- ⸱ Planning Session
- ⸱ Live System
- ⸱ Configuration
- ⸱ Data imports

Kickoff/First contact will begin the process of preparing Personnel Management for live use. Our implementation technicians will reach out to your chosen contact to discuss best practices for AFD's particular needs. Once established, ESO will work with your project leaders to create accounts for administrators who you determine should have access to Personnel Management, and assist in building out the environment.

### *ESO FIRE Incidents Implementation*
#### *Milestone 3: Online Administrative Training (admin/overview)*
Deliverable:
> Online Training

This activity typically occurs within one week after ESO receives the completed setup file from the agency.
- a. Online administrative training is intended for system administrators and takes place relatively early in the implementation process. Training objectives and activities include: A brief overview of ESO Fire Suite
- b. Configuration and maintenance of the ESO administrative console
  - Adding a company logo
  - Assigning user names
  - Assigning roles and claims
  - Establishing agency password and lockout policies
  - Creating new users and assigning user roles and login credentials
- c. Adding additional facilities, units, vehicles ets. beyond those entered by ESO during initial system setup

This training is generally three hours in duration and should be attended by anyone who will be participating in the administration of the ESO Fire Suite and who has a good understanding of the department's processes. However, we understand training needs, and the training event will likely be a two-day session, and we can also provide additional assistance during the on-site training sessions. ESO utilizes GoToMeeting for online training and the maximum number of attendees is 25.

#### *Milestone 4: Conduct End User Training*
Deliverable:
> Onsite/Online Training

This activity typically occurs around 20 days before system go-live on the ESO Fire Suite. This final phase of training is designed to familiarize end users with the features and functionality of the Fire Suite.

The goal of end user training is to reach as many field users as possible and to develop a core group of power users from the organization who, in turn, will develop a knowledge base for future staff in conjunction with support from ESO (train the trainer). This training takes users through each page of the ESO Fire Suite application, giving them in-depth views into the functionality and usability of all aspects of the software. During this time, users will be provided with opportunities for hands-on involvement with the software to enforce what they have learned and will be given ample time to ask questions about any issues they may encounter during day-to-day use. Training objectives include:

a) Overview of data flow and system security, including creating login credentials
b) Entering NFIRS in the web-based application (this will include descriptions of all fields and data flow explanations)
c) Extended sessions for training end users and troubleshooting issues (if training power users)

ESO generally offers two end user training classes per day of onsite training. (8 hour days for power users, starting with a standard training session in the morning and in-depth training in the afternoon). The number of days of training purchased by Customer is listed on the Agreement between ESO and AFD, and ESO will deploy trainers as necessary to meet the schedule requested by Customer. Ideally, classes of 20 or less, in a training room with a projector and wireless internet connection while end users follow along on mobile computers, are preferred. ESO's implementation team will work carefully with the agency to meet all training needs and requirements.

Selecting which individuals from the organization will learn how to use and teach others to use the software is vital to the success of the project. These power users will gain an in-depth knowledge of ESO ESO Fire Suite and will ensure continuity in staff education by providing training and mentoring to the rest of the organization, including new employees who join the agency after the initial onsite training and deployment have occurred. The power users selected will receive advanced information about ESO Fire Suite systems in general and the ESO Fire Suite and should be comfortable with technology, be champions of ESO and have a clear understanding of the organization's internal processes. Note that these individuals will not necessarily be the people with the highest rank or the longest tenure.

System administrator(s) should also plan to attend at least one of the power user/ end user classes. This not only acknowledges administrators' support of the new program, but it also allows them to acquire additional expertise on the software's functionality so that they may serve as knowledgeable resources. Also, ESO suggests that attendees be off-duty for power user/end user training and administrators offer a personnel/hardware ratio of no more than 3:1 to create an optimal learning environment.

Agencies are encouraged to move to full use of the system within 20 days of training. Training guides and videos are available for reference by administrators and users at all points of set-up, training and live use of the system and are updated regularly to include upgrades to the software. Power users may utilize these training materials during later training sessions in the matter they see fit. Said training materials shall be made available to user through their subscription to the software – as administrators log into their test environment, they will have the ability to review the training materials. Those training materials not made available in this fashion will be delivered to Customer by ESO.

### Milestone 5: Regulatory Compliance
Deliverable:
    Reporting Testing

ESO also will work with the agency to complete any necessary integration with the State and/or County Regulatory reporting systems.

### Milestone 6: System Testing
Deliverable:

   Completed implementation

Agencies are encouraged to initiate testing with ESO and move to full use of the system within 20 days of training.


### Milestone 7: Pilot (Soft Go-Live), System Go-live and Post-implementation Support
Deliverables:

   HowTo User and Admin Guides
   Live System
   Ongoing Support/Ongoing Training



## ESO EHR Implementation
### EHR Milestones
In Year Two (2020), ESO will execute the implementation of ESO EHR for the AFD patient care reporting documentation.

Personnel involvement and decision points milestone stages include:

a. ESO's implementation specialist provides your agency's *project manager* a project planning worksheet to identify the *organization's key players* who will participate in implementation and the ongoing administration of the software. These individuals include *agency administrators, quality management administrator(s), and any software release recipients*.
b. AFD will provide ESO with vendor contacts (i.e., CAD or any other).
c. ESO's implementation specialist and your agency's project manager will work together on scheduling, frequency of meetings, and other meetings to discuss progress.
d. AFD will return a 'setup' file prior to milestone 3 including personnel, units, facilities, and more.
e. ESO provides designated users with a user name to create a password, log in to the system, and complete the agency setup process. To the degree that ESO can leverage existing account information that may exist owing to other engagements between ESO and Customer, ESO shall endeavor to do so.
f. City of Austin will install ESO ePCR Mobile on agency tablets and computers.
g. Provide an API or daily data extract from EHR for Business Intelligence (BI) reporting.
h. Online administrative training (milestone 4) typically lasts three hours and should be attended by those individuals participating in system administration that have a good understanding of your processes.
i. ESO utilizes GoToMeeting for online training and the maximum number of attendees is 25.
j. ESO EHR Online Quality Management/Reporting takes place on a scheduled bi-monthly basis. ESO recommends that those individuals involved in the overall performance process attend. The training takes about two hours.
k. Upon a date mutually agreed upon by the parties but prior to the date the system goes live, ESO provides live training in order to familiarize end users with the features and functionality of the suite. The goal is to reach as many field users as possible. For each training session, ESO offers onsite training lasting about 3-4 hours. The session will be set up for power users (who will train end users) and end users.
l. Power users receive advanced information about the ePCR and ESO Fire suite and should be comfortable with technology and have a clear understanding of the organization's internal processes.
m. System administrators should also plan to attend online end user class.
n. ESO suggests that attendees be off-duty for power user/end user training.
o. ESO suggests to administrators that the personnel/hardware ratio be no more than 3:1 to create an optimal learning environment.

p. AFD is encouraged to move to full system use within twenty (20) days of training.

q. ESO provides training guides and videos at all points of set up, training, and live use. Such tools are updated as necessary in tandem with material changes to the software.

### Knowledge Transfer

ESO places a special emphasis on the 'train the trainer concept' by identifying the need for "power users" to receive more advanced, or detailed, training. These power users are expected to learn the product well enough to educate future employees and provide refresher training if necessary. Training of power users may take place either in person or online, as requested by the Customer and up to the amount of training sessions that Customer has allotted per Customer's arrangements with ESO.

Further, once the system is placed into production, ESO offers customer support, regional learning opportunities, and a host of materials available for training. We do not train our agencies and leave – we support our agencies and their end users through the lifetime of the contract. Customer support is included within your contract.

### Implementation Schedule

ESO's schedule contains specific milestones with a description of the deliverables associated with each milestone. During the project kick-off phase dates will be defined with the project implementation team. Our summary and detail work plan below presents a rollout process that we can condense or expand based on AFD's specific needs. Variables not controlled by ESO are items such as getting the setup file completed, providing training dates, delivery of hardware and integration with other services (i.e. CAD).

In the event there are no delays caused by Customer, ESO offers a general estimate of 30-45 days from the time that Customer returns the setup files and they are successfully validated by ESO to the time that Customer may expect to "go-live" on the software.

### EHR Work Plan Overview and Timeline

1. **Project Kickoff**
Will set Kick-off date in Year 2 according to timeline of EHR go-live date.

2. **Information Gathering and System Setup**
Approximate time: 1-2 weeks post kick-off (we will have the agency set up within 1 week of receipt of information/set-up files). The rest of implementation cascades from this milestone.

3. **Installation of Mobile Software**
Approximate time: This can be started as soon as set up is complete. It's completed locally by the customer (with assistance from ESO if needed) and is dependent upon customer resources to allocate to the task and access to hardware.

4. **Administrative Training (admin/overview)**
Approximate time: This is done either in-person at a location of Customer's choosing or online, at Customer's discretion and subject to the terms and conditions of the agreements governing the relationship between ESO and Customer. The training can be scheduled with ESO as soon as setup is complete, and can be scheduled concurrently with milestones 3, 5, and 6. Each class is approximately 2.5 - 3 hours. Administrative training is typically completed within 2 weeks of set up completion. Local configuration of the software by the customer will take place after Admin training (this is configuring the software for local policy and protocol) and, depending upon resources, is usually completed within 2 weeks of Admin training.

5. **Mobile Testing Software**

Approximate time:  Can be done on install and ongoing during end-user training.

6.  Online Administrative Training (QM/reporting)
    Approximate time: Facilitated webinars occur weekly. Can be registered for and completed by the client at their convenience prior to go-live. Each class is 1 hour in length. Upon Customer request and subject to the terms and conditions of the agreements governing the relationship between ESO and Customer, ESO may provide additional administrative training, either online or in-person.

7.  Onsite End User / Power User Training
    Approximate time: Each session will last about 3 – 3.5 hours for EHR.   The number of training sessions for power users and end users will be mutually agreed upon with AFD and ESO. The EHR training will cover all the operations of medical incident reporting (navigation, operations, tips, and CAD). If you have days already on the calendar for training or follow a specific regimen, let us know on the kickoff call and we will plan accordingly. Training should be completed no less than 7-20 days prior to go-live.

8.  Regulatory Compliance/Data Reporting
    Approximate time: ESO will configure your state reporting extract and begin NEMSIS-3 compliant reporting for your department on no later than a daily basis, unless otherwise required by the State of Texas Trauma Registry.

9.  System Testing
    Approximate time: Ongoing throughout implementation. As each milestone is completed, ESO/client will verify and adjust if needed.

10. System Go-live and Post-implementation Support
    Approximate time: The Training and Implementation team will be the primary resource for the client during Implementation and for up to 60 days after go-live. Support will be available as well, and will become the primary resource after 90 days.


### EHR Milestone 1:  Project Kickoff
Deliverables:
> Introductory Kickoff Conference Call
> Agency Key Players Worksheet
> ESO Considerations
> High level timeline (outcome of planning session) for both EHR and ESO Fire Suite
> Formal Kickoff Conference Call  Vendor Contacts
> Formal Kickoff Conference Call
> Meeting Notes & Timeline
> Project Management Expectations

To initiate the implementation process, the ESO Client Services administrator will contact the agency's project manager ("introductory call") to schedule a kickoff conference call.  At this time, ESO will send the   project manager a project planning worksheet on which s/he can identify the key players from the   organization who will participate in the project implementation and the ongoing administration of the   software, including, but not limited to, agency administrators. At that time, ESO also will send the   project manager a document that highlights areas that the agency will need to consider during the transition  to the ESO ePCR Suite. These may include the need to re-define certain terminology as well as   outline new procedures for the organization's day-to-day operations. The agency will receive a detailed list of these areas during project implementation.

Following the introductory call, a more formal kickoff call will allow ESO and agency stakeholders to make  contact

on a larger scale. The purpose of the call is to enable the agency and ESO implementation team members to introduce themselves and begin to discuss project deliverables, task ownership, and tentative timelines, including possible online and onsite training dates. During the call, ESO and the agency will discuss CAD and billing interfaces as well as identify vendor contacts that will assist with those interfaces.

After the call, ESO will send the agency's project implementation team an email summarizing the call and will develop a project timeline that sets forth project milestones and timeframes for:

- Documentation return
- ePCR system setup by ESO
- Interface programming and testing, if applicable
- Online administrative training
- Completion of ePCR system setup
- Mobile software installation and testing
- End user training
- End user practice
- Post-implementation follow-up

At this time, ESO and the agency's project lead can discuss the scheduling (frequency, attendees etc.) of additional meetings and other means to report progress.

### EHR Milestone 2: Information Gathering and System Setup
Deliverables: Agency Account and Build Out in ESO Suite, Agency Setup Preparation

These activities begin after project kickoff and last for approximately two weeks. (The milestone timeframe may vary depending on how quickly the agency returns the completed setup file after project kickoff, and how quickly the agency completes its portions of the system setup after the initial setup done by ESO.)

During this time, ESO creates an agency account for the agency in the ESO Suite and begins to build out the systems with the information provided on the agency's ePCR setup file, including personnel, medic units and vehicles, facilities to and from which they commonly transport patients and the like. When this setup is complete, ESO will provide designated users from each account with a user name so that they may create a password, log in to the system, and complete the agency setup. This includes:

- Adding a company logo (can be completed by ESO during initial setup if preferred)
- Assigning user names
- Assigning roles and claims
- Loading patient refusal form and/or other agency-specific, custom forms for capturing signatures in the field (can be completed by ESO during initial setup if preferred)
- Establishing agency password and lockout policies
- Creating data retention, patient lookup and update settings
- Creating new users and assigning user roles and login credentials
- Adding additional facilities, units, vehicles etc. beyond those entered by ESO during initial system setup
- Configuration and maintenance of clinical data such as interventions, therapies and medications
- Configuration of agency's validation routine
- Addition of optional, pre-defined data fields

ESO will train agency administrators on this functionality during the online or onsite administrative training session and also will provide detailed help guides to assist administrators throughout this process.

### EHR Milestone 3: Mobile Software Installation

Deliverable: Mobile Software Installation

This task usually occurs during the client portion of system setup; however, the exact timing is at the client's discretion. ESO will send the links to the mobile software to the designated agency contact so that s/he may begin to install ESO ePCR Mobile on the agency's tablet computers. ESO provides a period of instruction for approximately two hours with, generally, two or three individuals. This process is typically completed remotely, but can be completed in person upon request.

Installing ESO ePCR Mobile for the first time involves the following steps:

- Install prerequisites if necessary (included as part of installation package)
- Install mobile application and software

### EHR Milestone 4: Administrative Training (admin/overview)

Deliverable: Online/Onsite Training

This activity typically occurs within one week after ESO receives the completed setup file from the agency. Either online or onsite administrative training is intended for system administrators and takes place relatively early in the implementation process. Training objectives and activities include:

- A brief overview of the ESO ePCR application
- Configuration and maintenance of clinical data such as interventions, therapies and medications
- Configuration and maintenance of the ESO administrative console
    - Adding a company logo
    - Assigning user names
    - Assigning roles and claims
    - Loading agency-specific, custom forms
    - Establishing agency password and lockout policies
    - Creating data retention, patient lookup and update settings
    - Creating new users and assigning user roles and login credentials
    - Adding additional facilities, units, vehicles etc. beyond those entered by ESO during initial system setup

This training is generally three hours in duration and should be attended by anyone who will be participating in the administration of the ePCR system and who has a good understanding of the department's processes. However, we understand training needs, and combined with the billing partner, the training event will likely be a two-day session, and we can also provide additional assistance during the on-site training sessions. ESO utilizes GoToMeeting for online training and the maximum number of attendees is 25.

### EHR Milestone 5: Mobile Software Testing

Deliverable: Software Testing

This activity occurs immediately after mobile software installation.
Identified users should log in to both the web and mobile applications to ensure that they have been assigned an appropriate level of access to the system (i.e. that they have access to the various modules – ePCR, QM, Admin and Reports – that they will require).

### EHR Milestone 6: Administrative Training (QM/Reporting)

Deliverable: Online Training

This training takes place either online or onsite, at Customer's request and upon the terms and conditions of the

agreements governing the arrangement between the parties. ESO conducts this training using regularly scheduled, bi-monthly GoToMeeting sessions and it is recommended that all of your Supervisory Staff attend. They do NOT need to pre-register for any given class. A class schedule will be provided to you at the completion of your initial Administrative Training Session as well as information on how to join the ongoing training sessions. At most, the training takes two hours.

The focus of the additional administrative training is to provide:

- An overview of ESO Reports
- Detailed class over the usage of the ESO Quality Management system

### *EHR Milestone 7: Conduct End User Training*
Deliverable: Onsite/online training

This activity shall occur at a date to be mutually agreed to by Customer and ESO, but before system go-live on the ESO ePCR software. This final phase of training is designed to familiarize end users with the features and functionality of the ePCR module. ESO recommends that this training take place as close to the planned go-live date as possible, so that end users have the information fresh in mind prior to go-live.

The goal of end user training is to reach as many field users as possible and to develop a core group of power users from the EMS organization who, in turn, will develop a knowledge base for future staff in conjunction with support from ESO (train the trainer). This training takes users through each page of the ePCR application, giving them in-depth views into the functionality and usability of all aspects of the software. During this time, users will be provided with opportunities for hands-on involvement with the software to enforce what they have learned and will be given ample time to ask questions about any issues they may encounter during day-to-day use. Training objectives include:

- Overview of data flow and system security, including creating login credentials
- Entering patient data on the ESO ePCR Mobile software as well as the web-based application (this will include descriptions of all fields and data flow explanations)
- Extended sessions for training end users and troubleshooting issues (if training power users)

Each end user training will last approximately 3 to 3.5 hours. The number of days of training purchased by Customer is listed on Exhibit A to this Schedule, and ESO will deploy trainers as necessary to meet the schedule requested by Customer. Ideally, classes of 20 or less, in a training room with a projector and wireless internet connection while end users follow along on mobile computers, are preferred. ESO's implementation team will work carefully with the agency to meet all training needs and requirements.

Selecting which individuals from the organization will learn how to use and teach others to use the software is vital to the success of the project. These power users will gain an in-depth knowledge of ESO ePCR and will ensure continuity in staff education by providing training and mentoring to the rest of the organization, including new employees who join the agency after the initial online training and deployment have occurred. The power users selected will receive advanced information about ePCR systems in general and ESO ePCR In particular and should be comfortable with technology, be champions of ESO and have a clear understanding of the organization's internal processes. Note that these individuals will not necessarily be the people with the highest rank or the longest tenure.

System administrator(s) should also plan to attend the online end user class. This not only acknowledges administrators' support of the new program, but it also allows them to acquire additional expertise on the software's functionality so that they may serve as knowledgeable resources. Also, ESO suggests that attendees be off-duty for power user/end user training and administrators offer a personnel/hardware ratio of no more than 3:1 to create an optimal learning environment.

Agencies are encouraged to move to full use of the system within 20 days of training. Training guides and videos are available for reference by administrators and users at all points of set-up, training and live use of the system

and are updated regularly to include upgrades to the software. Power users may utilize these training materials during later training sessions in the matter they see fit. Said training materials shall be made available to user through their subscription to the software – as administrators log into their test environment, they will have the ability to review the training materials. Those training materials not made available in this fashion will be delivered to Customer by ESO.

### EHR Milestone 8:  System Testing

Deliverable: Completed implementation

Agencies are encouraged to initiate testing with ESO and move to full use of the system within 10 days of  training. ESO and Customer shall ensure CAD Integration and any additional modules are functional. In the event CAD Integration, the base ePCR module, or any other integration or module is not functioning to specification, Customer shall, at its sole discretion, determine whether or not to proceed to Milestone 10.

### EHR Milestone 9:  System Go-live and Post-implementation Support

Deliverables: Live System, Ongoing Support Ongoing Training

### Lexipol EVALS Platform Implementation

Deliverables:
- Planning Session
- Configuration
- Reports
- Data Extracts
- Training

Introduction, setup, and administrator training for the management of ESO EVALS, <u>as further defined on Exhibit 1 to this Statement of Work</u>

### Lexipol FireRescue1 Academy Setup

Deliverables:
- Planning Session
- Administrator Training
- Configuration
- Reports
- Data Extracts

Introduction, setup, and administrator training for the management of Lexipol FireRescue1 Platform, <u>as further defined on Exhibit 1 to this Statement of Work</u>

## Year 3 –2021

### ESO Personnel Management Implementation

Deliverables:
- Integration with FireRescue1 Academy
- End User Training

Once the Personnel Management environment is ready, ESO will provide web-based training for the selected end users, which is available twice-weekly as an hour-long session. When AFD is satisfied that both the software and the users are ready, the Personnel Management will be finalized for live production mode.

### Lexipol FireRescue1 Academy Implementation
Deliverables:
- Integration with ESO Personnel Management
- API connection
- Go Live Support
- End User Training

Introduction, setup, and training for the management of ESO FireRescue1 Academy, as further defined on Exhibit 1 to this Statement of Work

## Misc.
### Change Management Process
Should the need arise to modify this Schedule, the request should be directed toward Pat Piper, ESO's implementation and training manager. Should the change request require the modification of this Schedule, that request will be brought to the attention of ESO's Contract Manager, and an amendment to this Schedule will be delivered to Customer. Upon full execution of the amendment, ESO shall modify the implementation plan as requested. Should the scope of the implementation plan change in such a way that additional fees are required, those fees will be added to the amendment to the Schedule only with written approval from Customer.

### Acceptance
The implementation and training process shall be deemed accepted as of the date Milestone 10 ("Go-Live") occurs. Should additional training or configuration services become necessary after go-live, ESO and Customer shall mutually agree to modify the Contract as necessary.

### Assumptions
Items above scheduled during year 1 or year 2 of implementation which are delayed shall be undertaken during the following year. This Schedule is presented under the assumption that Customer shall make its reasonable efforts to assist ESO in its implementation process, which includes providing access to the necessary systems and personnel described herein and as may arise through the course of implementation and training. In the event Customer fails to meet the assumptions stated herein, ESO may be unable to meet the implementation schedule and goals as set forth in this Schedule. ESO shall not be held liable for delays caused by Customer.

## Exhibit 1 to the Statement of Work
### FireRescue1 Academy – a partnership with Lexipol

ESO has partnered with Lexipol (formerly Praetorian Digital) to deliver the first fire academy integrated training and certification platform based on Lexipol's extensive, routinely updated library of training materials. Training and implementation for FireRescue1 Academy will be performed primarily by qualified Lexipol trainers and implementation technicians, with ESO acting as a secondary source of support except in instances where ESO's integration is the prevalent issue.

**Pre-launch:**
- Lexipol/ESO shall send a roster request to AFD, which AFD shall fill out with all department members. In the event existing data has been used by Lexipro/ESO in another project, the parties shall endeavor to use that data again
- Lexipol/ESO shall send an IT requirement document to be implemented via their IT support and network specialist
- Lexipol/ESO shall create and complete credential templates for AFD's EMS State & NR. Upon completion, templates will be provided to the department that meets the FireRescue1 formatted platform requirements.
- Lexipol/ESO shall add training series packages to AFD's environment

**LMS Academy Platform:**

Initial Admin Training Session, 3-4 Hours
- Complete overview of the site Admin Features and Functionality, including:
    - User Management
    - Groups Setup and Management
    - Reporting- Setting up automated reporting
    - Assignments – Learning Plans
    - Credentials Management
    - SOG/SOP/Policy Builder and Management
    - Custom Course Builder (Courses for Online Learning, External Course Tracking)
    - Analytics Dashboard Functionality
    - Admin Site Customization Features
    - Adding Custom Topics
    - Adding Custom Notifications and Managing Notifications

End User Training Session, 2 Hours
- Focused overview of the site End User Functionality, including:
    - Assignments
    - Courses
    - Credentials
    - SOG/SOP/Policies
    - Analytics Dashboard Functionality
    - Notifications

**EVALS Platform:**

- Define Scope of EVALS Client Use: Academy, ongoing fire training, ongoing EMS training, etc. AFD and the implementation team for FireRescue1 shall help determine which EVALS make the most sense for AFD – for instance, Calendar, Skills Sheets, Exams, Taskbooks, Tracking Training Features, etc.

- Define Skill Sheet Needs: Standardized State Skill Sheets and/or Custom Department Skill Sheets. Client to provide prior to implementation.
- Define Taskbook Needs: Client to provide PDF version of Taskbooks, i.e. academy and/or promotional Taskbooks.

**EVALS Onboarding:**

Phase 1.

One-Three Hour Training Session with CSM/Client to Review:

-Site Navigation
- Site Access/User POV
- Site Organization Overview
- Built out Modules needed + Demo Module if desired
- Module Access/Build out
- Importing from Other Organizations and Modules
- Adding Documents
- Adding /Creating Skill sheets & or Taskbooks (not all clients use taskbooks)

Phase 2.

One Hour Training Session with CSM/Client to Review:

- Answer any questions about any tasks/features related to EVALS
- Review Created Skill Sheets &/or Taskbooks & corresponding documents
- Calendar Setup (Locations, Calendar Categories, Evaluation Types)
  Creating Calendar Events

Phase 3.

One Hour Training Session with CSM/Client to Review:

- Answer any questions about any tasks/features related to EVALS
- Review Created Calendar
- Adding Users: Staff/Students (Colleges and Departments have different setups to add Students)
- Publishing Module
- Performing evaluation from ipad/app

Amendment No. 2 KB, 6/14/19
to
Contract No. MA 9300 NA180000085
for
Electronic Patient Care Record Solution
between
ESO Solutions, Inc.
and the
City of Austin

1.0 The City Hereby exercises this contract. This extension option will be from June 11, 2019 to June 10, 2020. Three (3) options remain.

2.0 The total Contract amount is recapped below:

| Term | Action Amount | Total Contract Amount |
|---|---|---|
| Basic Term: 06/11/2018 – 06/10/2019 | $166,540.00 | $166,540.00 |
| Amendment No. 1: $7,995.00 Annual Administrative Increase to the contract. NTE are as follow:<br>06/11/2018 – 06/10/2019 $166,540.00+ $7,995.00<br>06/11/2019 – 06/10/2020 $162,813.00 ÷ $7,995.00<br>06/11/2020 – 06/10/2021 $167,697.00 ÷ $7,995.00<br>06/11/2021 – 06/10/2022 $172,727.00 ÷ $7,995.00<br>06/11/2022 – 06/10/2023 $177,909.00 ÷ $7,995.00 | $7,995.00 | $174,535.00 |
| Amendment No. 2: Option 1 ÷ Annual Administrative Increase<br>06/11/2019 – 06/10/2020 | $170,808.00 | $345,343.00 |

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 SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Sign/Date: _____

Printed Name: _CHRIS DILLIE_

Authorized Representative

ESO Solutions, Inc.
11500 Alterra Parkway, Ste 100
Austin, TX 78758

Sign/Date: _____ 5/29/19

Printed Name: _JAMES J. HOWARD_

Authorized Representative

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

Amendment No. 1
to
Contract No. MA 9300 NA180000085
for
Electronic Patient Care Record Solution
between
ESO Solutions, Inc.
and the
City of Austin, Texas

1.0  The City hereby amends the above referenced contract to increase available funding for the additional test environment in an amount not to exceed $7,995.00 per Fiscal Year effective 07/25/2018.

2.0  The total Contract amount is recapped below:

| Term | Contract Amount for the Item | Total Contract Amount |
|---|---|---|
| Basic Term: 06/11/2018 – 06/10/2019 | $166,540.00 | $166,540.00 |
| Amendment No. 1:  $7,995.00 Annual Administrative Increase to the contract. NTE are as follow:<br>06/11/2018 – 06/10/2019 $166,540.00+ $7,995.00<br>06/11/2019 – 06/10/2020 $162,813.00 + $7,995.00<br>06/11/2020 – 06/10/2021 $167,697.00 + $7,995.00<br>06/11/2021 – 06/10/2022 $172,727.00 + $7,995.00<br>06/11/2022 – 06/10/2023 $177,909.00 + $7,995.00 | $7,995.00 | $174,535.00 |

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 SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

Printed Name: ___Chris Dillie___
Authorized Representative   (CEO & President)

ESO Solutions, Inc.
11500 Alterra Parkway, Ste 100

Signature & Date:

8/7/18

Sai Purcell, Procurement Specialist IV
City of Austin Purchasing Office

Revised 8/4/2014

Austin, TX 78758

## List of Exhibit

Exhibit A          Non Discrimination Certification, Section 0800

## EXHIBIT A
## City of Austin, Texas
## NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

**City of Austin, Texas**

**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

(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, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office 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, 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 City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

### City of Austin
### Minimum Standard Non-Discrimination and Non-Retaliation 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.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

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 compliant, 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 and non-retaliation 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 THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy 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 and the Non-Retaliation Policy.

**Term:**

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

6/11/2018 12:07:03 PM PDT

Dated this _____ day of _____, _____

| CONTRACTOR | ESO Solutions, Inc. |
|---|---|
| Authorized Signature | *Chris Dillie* |
| | E749AB444C2F496 |
| Title | CEO |

## ATTACHMENT A – ESO SOLUTIONS, INC. MASTER SUBSCRIPTION AND LICENSE AGREEMENT

This Master Subscription and License Agreement (the "Agreement") is entered into as of the effective date of the Contract between the City of Austin and ESO Solutions, Inc. for Electronic Patient Care Record Solution to which this Agreement is attached as Attachment A. ("Effective Date"), by and between ESO Solutions, Inc., a Texas corporation having its principal place of business at 11500 Alterra Parkway, Ste. 100, Austin, TX 78758 ("ESO") and The City of Austin, Texas on behalf of its EMS department ("Customer"). This Agreement consists of the General Terms & Conditions below and any Addenda (as defined below) executed by the parties, including any attachments to such Addenda.

The parties have agreed that ESO will provide Customer with certain technology products and/or services and that Customer will pay to ESO certain fees. Therefore, in consideration of the covenants, agreements and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as set forth in the pages that follow.

### GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms not otherwise defined in this Agreement shall have the meanings below:

   1.1. "Add-On Software" means any complementary software components or reporting service(s) that ESO makes available to customer through its Licensed Software, Interoperability Software or SaaS.

   1.2. "Addendum" or "Addenda" means a writing addressing an order of a specific set of products or services executed by authorized representatives of each party. An Addendum may be (a) a Software Schedule (see Exhibit A1 – A4), (b) a Statement of Work, or (c) another writing the parties intend to be incorporated by reference into this Agreement.

   1.3. "Customer Data" means data in electronic form managed or stored by ESO, which is entered into or transmitted through the Software.

   1.4. "Deliverable" means software, report, or other work product created pursuant to a Statement of Work.

   1.5. "Documentation" means user guides, operating manuals, and specifications regarding the Software covered by this Agreement, including

but not limited to the questionnaire submitted by Customer and responded to by ESO under the title "ATCEMS ePCR Requirement 4.24.18."

   1.6. "Feedback" refers to any suggestion or idea for improving or otherwise modifying ESO's products or services.

   1.7. "Intellectual Property" means trade secrets, copyrightable subject matter, patents, and patent applications and other proprietary information, activities, and any ideas, concepts, innovations, inventions and designs.

   1.8. "Interoperability Software" means software-as-a-service that ESO hosts (directly or indirectly) for Customer to exchange healthcare data with others. Some of ESO's Reporting Services may be made available to Customer via the Interoperability Software. For the avoidance of doubt, Interoperability Software does not include Add-on Software, Licensed Software or SaaS.

   1.9. "Licensed Software" means on premise software that ESO provides to Customer for its reproduction and use. For the avoidance of doubt, Licensed Software does not include Add-on Software, Interoperability Software or SaaS.

1.10. "Professional Services" means professional services that a Statement of Work calls on ESO to provide.

1.11. "Protected Health Information" or "PHI" shall have the meaning set forth in HIPAA. All references herein to PHI shall be construed to include electronic PHI, or ePHI, as that term is defined by HIPAA.

1.12. "Reporting Services" means collectively the different programs or tools ESO provides for Customer to generate compilations of data, including but not limited to ad-hoc reports, analytics, benchmarking or any other reporting tool provided through the Software.

1.13. "SaaS" means software-as-a-service that ESO hosts (directly or indirectly) for Customer's use. For the avoidance of doubt, SaaS does not include Licensed Software, but does include Add-on Software and Interoperability Software.

1.14. "Software" means any computer program, programming or modules specified in each Software Schedule or SOW. For the avoidance of doubt, Add-on Software, SaaS; Interoperability Software; and Licensed Software shall collectively be referred to as Software.

1.15. "Software Schedule" refers to an Addendum in which Customer has ordered either Add-on Software, Licensed Software, Interoperability Software or SaaS, collectively Software. *See* Exhibits A1 – A4.

1.16. "Statement of Work" or "SOW" refers to an Addendum in which Customer has ordered Professional Services or a Deliverable from ESO.

1.17. "Support Services" means those services described in Exhibit B.

1.18. "User" means any individual who uses the Software on Customer's behalf or through Customer's account or passwords, whether authorized or not.

2. **SOFTWARE SCHEDULES.** During the Term of this Agreement, Customer may order Software from ESO by signing a Software Schedule. Customer's license to Licensed Software and its subscription to SaaS are set forth below. Each such Software

Schedule, Exhibits A-1, A-2, A-3, and A-4, are incorporated herein by reference.

3. **LICENSE/SUBSCRIPTION TO SOFTWARE**

3.1. Grant of License. In the case of Licensed Software, during the Term of this Agreement ESO hereby grants Customer a limited, non-exclusive, non-transferable, non-assignable, revocable license to copy and use the Licensed Software, in such quantities as are set forth on the applicable Software Schedule and as necessary for Customer's internal business purposes; provided that, Customer complies with the Restrictions on Use (Section 3.3) and other limitations and obligations contained in this Agreement. Such internal business purposes do not include reproduction or use by any parent, subsidiary, or affiliate of Customer, or any other third party, and Customer shall not permit any such use.

3.2. Grant of Subscription. In the case of SaaS, during the term of this Agreement Customer may access and use the SaaS, in such quantities as are set forth on the applicable Software Schedule; provided that, Customer complies with the Restrictions on Use (Section 3.3) and other limitations contained in this Agreement.

3.3. Restrictions on Use. Except as provided in this Agreement or as otherwise authorized by ESO, Customer has no right to: (a) decompile, reverse engineer, disassemble, print, copy or display the Software or otherwise reduce the Software to a human perceivable form in whole or in part; (b) publish, release, rent, lease, loan, sell, distribute or transfer the Software to another person or entity; (c) reproduce the Software for the use or benefit of anyone other than Customer; (d) alter, modify or create derivative works based upon the Software either in whole or in part; or (e) use or permit the use of the Software for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party. The rights granted under the provisions of this Agreement do not constitute a sale of the Software. ESO retains all right, title, and interest in and to the Software, including without limitation all software used to provide the Software and all graphics, user interfaces, logos and trademarks reproduced through the Software, except to the limited extent set forth in this Agreement. This Agreement does not grant Customer any intellectual property rights

in the Software or any of its components, except to the limited extent that this Agreement specifically sets forth Customer's rights to access, use, or copy the Software during the Term of this Agreement. Customer recognizes that the Software and its components are protected by copyright and other laws.

3.4. Delivery. In the case of Licensed Software, ESO shall provide the Licensed Software to Customer through a reasonable system of electronic download. In the case of SaaS, ESO shall grant Customer access to SaaS promptly after the Effective Date.

3.5. Third-Party Software. Software may incorporate software and other technology owned and controlled by third parties ("Third-Party Software"). ESO may sublicense and distribute Third-Party Software. All Third-Party Software falls under the scope of this Agreement. Moreover, ESO neither accepts liability, nor warrants the functionality, reliability or accuracy of Third-Party Software, including but not limited to third-party mapping applications. For the avoidance of doubt, all "Handtevy" products present in Exhibit A-1 shall be considered Third-Party Software and are the property of Pediatric Emergency Standards, Inc. Handtevy products are not incorporated into ESO Software. ESO accepts no liability for the performance or lack thereof of all Handtevy products.

## 4. HOSTING, SLA & SUPPORT SERVICES

4.1. Hosting & Management. Customer shall be solely responsible for hosting and managing the Licensed Software. ESO shall be responsible for hosting and managing the SaaS.

4.2. Service Level Agreement. No credits shall be given in the event Customer's access to SaaS is delayed, impaired or otherwise disrupted (collectively, an "Outage")

4.3. Scheduled Downtime. In the event ESO determines that it is necessary to intentionally interrupt the SaaS or that there is a potential for the SaaS to be interrupted for the performance of system maintenance (collectively, "Scheduled Downtime"), ESO will use good-faith efforts to notify Customer of such Scheduled Downtime at least 72 hours in advance and will ensure Scheduled Downtime occurs during non-peak hours (midnight to 6

a.m. Central Time). In no event shall Scheduled Downtime constitute a failure of performance by ESO.

4.4. Support and Updates. During the Term of this Agreement, ESO shall provide to Customer the Support Services, in accordance with Exhibit B. Exhibit B is incorporated herein by reference.

## 5. FEES

5.1. Fees. In consideration of the rights granted and except in the event there is a Third-Party Payer (as defined below), Customer agrees to pay ESO the fees for the Software and/or Professional Services as set forth in the Software Schedule(s) or SOW(s) (collectively, "Fees").

5.2. Uplift on Renewal. Omitted.

5.3. Taxes and Fees. Omitted.

5.4. Appropriation of Funds. If Customer is a city, county or other government entity, the parties accept and agree that Customer has the right to terminate the Agreement at the end of the Customer's fiscal term for a failure by Customer's governing body to appropriate sufficient funds for the next fiscal year. Notwithstanding the foregoing, this provision shall not excuse Customer from past payment obligations or other Fees earned and unpaid. Moreover, Customer agrees to provide ESO reasonable documentation evidencing such non-appropriation of funds.

5.5. Monitoring Rights. Should the Contract and thus this Agreement remain in effect be renewed for five years after its Effective Date a sixth term, six months prior to said renewal and from that point forward, ESO may then regularly monitor Customer's use of the Software and charge Customer a higher annual Fee if Customer's usage has increased beyond the tier contracted for in the current Software Schedule or otherwise assess additional fees (for example, Customer is uploading more records into the Software than it has previously contracted for) (collectively, "Overages"). ESO may invoice for Overages only upon the issuance of its subsequent annual invoice. Notwithstanding the foregoing, it is solely Customer's responsibility to report Overages to ESO in a timely manner.

## 6. TERM AND TERMINATION

6.1. Term. Omitted.

6.2. Termination for Cause. Omitted.

6.3. Bankruptcy/Insolvency. This Agreement and any applicable Software Schedule may be terminated immediately upon the following: (a) the institution of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of debts of the other party; (b) the making of an assignment for the benefit of creditors by the other party; or (c) the dissolution of the other party.

6.4. Effect of Termination.

6.4.1. Omitted.

6.4.2. If Customer terminates this Agreement or any Software Schedule as a result of ESO's breach, then to the extent that Customer has prepaid any Fees, ESO shall refund to Customer any prepaid Fees on a pro-rata basis to the extent such Fees are attributable to the period after the termination date.

6.4.3. Upon termination of this Agreement or any Software Schedule, Customer shall cease all use of the Software and delete, destroy or return all copies of the Documentation and Licensed Software in its possession or control, except as required by law.

6.4.4. Termination of this Agreement is without prejudice to any other right or remedy of the parties and shall not release either party from any liability (a) which at the time of termination, has already accrued to the other party, (b) which may accrue in respect of any act or omission prior to termination, or (c) from any obligation which is intended to survive termination.

6.5. Delivery of Data. If Customer requests its data within sixty (60) days of expiration or termination of this Agreement, ESO will provide Customer access to Customer Data in a searchable .pdf format within a reasonable time frame thereafter. ESO is under no obligation to retain Customer Data more than sixty (60) days after expiration or termination of this Agreement.

## 7. REPRESENTATIONS AND WARRANTIES

7.1. Material Performance of Software. ESO warrants and represents that the Software will materially perform in accordance with the Documentation provided by ESO, if any.

7.2. Warranty of Services. ESO warrants that its personnel are adequately trained and competent to perform Professional Services and/or Support Services and that each will be performed in a professional and workmanlike manner.

7.3. Due Authority. Each party's execution, delivery and performance of this Agreement and each agreement or instrument contemplated by this Agreement has been duly authorized by all necessary corporate or government action.

7.4. Customer Cooperation. Customer agrees to reasonably and timely cooperate with ESO, including but not limited to providing ESO with reasonable access to its equipment, software, data and using current operating system(s).

8. DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND THE CONTRACT TO WHICH IT IS ATTACHED AS ATTACHMENT A, ESO HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, TITLE, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) ESO DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (b) ESO DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE. EXCEPT AS OTHERWISE PROVIDED IN THE CONTRACT AND THIS AGREEMENT, CUSTOMER THEREFORE ACCEPTS THE SOFTWARE "AS-IS" AND "AS AVAILABLE."

## 9. CONFIDENTIALITY

9.1. "Confidential Information" refers to the following items which ESO may deliver to Customer or otherwise allow Customer to access: (a) any document marked "Confidential"; (b) any information orally designated as "Confidential" at the time of disclosure, provided the disclosing party confirms such designation in writing within five (5) business days; (c) the Software and Documentation, whether or not designated confidential; and (d) any other nonpublic, sensitive information reasonably considered a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the other party's possession at the time of disclosure; (ii) is independently developed without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of a party's improper action or inaction; (iv) is approved for release in writing by the disclosing party; (v) is required to be disclosed by law; or (vi) PHI, which shall be governed by the Business Associate Agreement rather than this Section.

9.2. Nondisclosure. The parties shall not use Confidential Information for any purpose other than to fulfill the terms of this Agreement (the "Purpose"). Each party: (a) shall ensure that its employees or contractors are bound by confidentiality obligations no less restrictive than those contained herein and (b) shall not disclose Confidential Information to any other third party without prior written consent from the disclosing party. Without limiting the generality of the foregoing, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. A receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it is aware.

9.3. Disclosure of ESO's Security Policies. Customer acknowledges that any information provided by ESO pertaining to ESO's security controls, policies, procedures, audits, or other information concerning ESO's internal security posture are considered Confidential Information and shall be treated by Customer in accordance with the terms and conditions of this Agreement.

9.4. Injunction. Customer agrees that breach of this Section would cause ESO irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, ESO will be entitled to injunctive relief against such breach or threatened breach, without ESO proving actual damage or posting a bond or other security.

9.5. Termination & Return. With respect to each item of Confidential Information, the obligations of nondisclosure will terminate three (3) years after the date of disclosure; provided that, such obligations related to Confidential Information constituting ESO's trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, a party shall return all copies of Confidential Information to the other or certify, in writing, the destruction thereof.

9.6. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto.

9.7. Open Records and Other Laws. Notwithstanding anything in this Section to the contrary, the parties expressly acknowledge that Confidential Information may be disclosed if such Confidential Information is required to be disclosed by law, a lawful public records request, or judicial order, provided that prior to such disclosure, written notice of such required disclosure shall be given promptly and without unreasonable delay by the receiving party in order to give the disclosing party the opportunity to object to the disclosure and/or to seek a protective order. The receiving party shall reasonably cooperate in this effort. ESO acknowledges that Customer is a governmental entity that is subject to Chapter 552 of the Texas Government Code.

10. Omitted.

## 11. LIMITATION OF LIABILITY

11.1. **LIMITATION OF DAMAGES**. UNDER NO CIRCUMSTANCES SHALL ESO OR CUSTOMER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL.

PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR DAMAGES FOR LOST PROFITS, GOODWILL, USE OF MONEY, INTERRUPTED OR IMPAIRED USE OF THE SOFTWARE, AVAILABILITY OF DATA, STOPPAGE OF WORK OR IMPAIRMENT OF OTHER ASSETS; EXCEPT THAT THE FOREGOING LIMITATION OF DAMAGES WILL NOT APPLY WITH RESPECT TO ANY INCIDENTAL OR INDIRECT DAMAGES ARISING OUT OF ANY TORTIOUS CONDUCT.

11.2. **LIMITATION OF LIABILITY**. WITH THE EXCEPTION OF SECTION 11.3 (EXCEPTIONS TO THE LIMITATION OF LIABILITY), ESO'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, SHALL NOT EXCEED TWO TIMES THE FEES PAID BY CUSTOMER OR ON BEHALF OF CUSTOMER IN THE CASE OF A THIRD-PARTY PAYER UNDER THE APPLICABLE SOFTWARE SCHEDULE OR SOW GIVING RISE TO THE CLAIM WITHIN THE PRECEDING 12-MONTH PERIOD.

11.3. **EXCEPTIONS TO LIMITATION OF LIABILITY**. NOTWITHSTANDING SECTION 11.2, A PARTY'S LIABILITY FOR THIRD PARTY CLAIMS INVOLVING A PARTY'S INDEMNIFICATION OBLIGATIONS ARISING OUT OF SECTION 7.9 OF THE CONTRACT SHALL BE LIMITED TO THE LESSER OF THE AVAILABLE INSURANCE, IF ANY, OR THE CITY'S APPLICABLE TORT LIABILITY SET OUT IN TEXAS CIVIL PRACTICE AND REMEDIES CODE CHAPTER 101.

11.4. THE FOREGOING LIMITATIONS, EXCLUSIONS, DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE

LIMITATION PERMITTED TO THE FULLEST EXTENT POSSIBLE UNDER SUCH LAW. THE PARTIES AGREE THAT THE LIMITATIONS SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR ESO'S SOFTWARE AND SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSES OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

11.5. THIS SECTION 11 SHALL SURVIVE EXPIRATION OR TERMINATION OF THE AGREEMENT.

12. **CUSTOMER DATA & PRIVACY**

12.1. Ownership of Data & Reports. As between ESO and Customer, all Customer Data shall be owned by Customer. Without limiting the foregoing, ESO will own all right, title and interest in all Intellectual Property in any aggregated and de-identified reports, summaries, compilations, analysis or other information made available through ESO's Reporting Services. If subscribed to by Customer, ESO grants to Customer a limited, non-exclusive license to use its Reporting Services for Customer's internal purposes only during the Term of this Agreement. No other third party shall rely on ESO's Reporting Services or the contents thereof. ESO disclaims all liability for any damages related thereto. Customer acknowledges and agrees that any such license expires upon the expiration or termination of the applicable Software Schedule granting a license to ESO's Reporting Services.

12.2. Use of Customer Data. Unless it receives Customer's prior written consent, ESO: (a) shall not access, process, or otherwise use Customer Data; and (b) shall not intentionally grant any third-party access to Customer Data, including without limitation ESO's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement or authorized participants in the case of Interoperability Software. Notwithstanding the foregoing, ESO may use and disclose Customer Data to fulfill its obligations under this Agreement or as required by applicable law or by proper legal or governmental authority. ESO

shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

12.3. Anonymized Data. Notwithstanding any provision herein, ESO may use, reproduce, license, or otherwise exploit Anonymized Data: provided that Anonymized Data does not contain and is not PHI. ("Anonymized Data" refers to Customer Data with the following removed: personally identifiable information and the names and addresses of Customer and any of its Users and/or Customer's clients.)

12.4. Risk of Exposure. Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure and that, in accessing and using the SaaS, Customer assumes such risks. Customer has sole responsibility for obtaining, maintaining, and securing its connections to the Internet. ESO makes no representations to Customer regarding the reliability, performance or security of any network or provider.

## 13. FEEDBACK RIGHTS & WORK PRODUCT

13.1. Feedback Rights. ESO does not agree to treat as confidential any Feedback that Customer provides to ESO. Nothing in this Agreement will restrict ESO's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensation or crediting Customer. Feedback will not constitute Confidential Information, even if it would otherwise qualify as such pursuant to Section 9 (Confidential Information).

13.2. Work Product Ownership. In the event Customer hires ESO to perform Professional Services, ESO alone shall hold all right, title, and interest to all proprietary and intellectual property rights of the Deliverables (including, without limitation, patents, trade secrets, copyrights, and trademarks), as well as title to any copy of software made by or for Customer (if applicable). Customer hereby explicitly acknowledges and agrees that nothing in this Agreement or a separate SOW gives the Customer any right, title, or interest to the intellectual property or proprietary know-how of the Deliverables.

## 14. GOVERNMENT PROVISIONS

14.1. Compliance with Laws. Both parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of this Agreement.

14.2. Business Associate Addendum. The parties agree to the terms of the Business Associate Addendum attached hereto as Exhibit C and incorporated herein by reference.

14.3. Equal Opportunity. The parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

14.4. Excluded Parties List. ESO agrees to immediately report to Customer if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

## 15. PHI ACCURACY & COMPLETENESS

15.1. ESO provides the Software to allow Customer (and its respective Users) to enter, document, and disclose Customer Data, and as such, ESO gives no representations or guarantees about the accuracy or completeness of Customer Data (including PHI) entered, uploaded or disclosed through the Software.

15.2. Customer is solely responsible for any decisions or actions taken involving patient care or patient care management, whether those decisions or actions were made or taken using information received through the Software.

## 16. MISCELLANEOUS

16.1. Independent Contractors. The parties are independent contractors. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no ESO employee or contractor is or will be considered an employee of Customer.

16.2. Notices. Omitted.

16.3. Merger Clause. In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed in this Agreement: rather each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statement not expressly set forth in this Agreement. In the event the Customer issues a purchase order, letter or any other document addressing the Software or Services to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such writing is for the Customer's internal purposes only, and that any terms, provisions, and conditions contained therein shall in no way modify this Agreement.

16.4. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

16.5. Assignment & Successors. Omitted.

16.6. Modifications and Amendments. Omitted.

16.7. Force Majeure. No delay, failure, or default, other than a failure to pay Fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control (collectively, "Force Majeure"). In such event, however, the delayed party must promptly provide the other party notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the event last longer than thirty (30) days, the other party may immediately terminate the applicable Software Schedule.

16.8. Marketing. Omitted.

16.9. Waiver & Breach. Neither party will be deemed to have waived any of its rights under this Agreement unless it is an explicit written waiver made by an authorized representative. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

16.10. Survival of Terms. Unless otherwise stated, all of ESO's and Customer's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect shall survive the termination of this Agreement.

16.11. Ambiguous Terms. This Agreement will not be construed against any party by reason of its preparation.

16.12. Bench Trial. The parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

16.13. No Class Actions. NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST THE OTHER CUSTOMERS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

16.14. Limitation Period. Omitted.

16.15. Dispute Resolution. Omitted.

16.16. Technology Export. Customer shall not: (a) permit any third party to access or use the Software in violation of any U.S. law or regulation; or (b) export any software provided by ESO or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the Software in, or export such software to, a country subject to a United States embargo (as of the Effective Date - Cuba, Iran, North Korea, Sudan, and Syria).

16.17. Order of Precedence. Omitted.

16.18. Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart

will be an original, and all such counterparts will constitute a single instrument.

16.19. <u>Signatures</u>. Electronic signatures on this Agreement or on any Addendum (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

## EXHIBIT A-1 TO ATTACHMENT A. THE MASTER SUBSCRIPTION AND LICENSE AGREEMENT

### SAAS SOFTWARE SCHEDULE

#### (Applications - ESO EHR. ESO Fire. ESO PM)

1.  The General Terms & Conditions are incorporated herein by reference. 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 live on the SaaS as quickly as possible, and in no event will the SaaS Subscription Start Date be modified for implementation delays.

2.  The following SaaS may be ordered under this Exhibit:

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

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

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

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

## DETAILS

| Ref | Item or Service | Qty | Unit Price | Total Price |
|---|---|---|---|---|
| 1 | EHR Suite w QM & Mobile (unlimited mobile) *Up to 150,000 Calls/year* | 1 | $137,990.00 | $137,990.00 |
| 2 | CAD Integration (Tri-Tech) | 1 | $4,995.00 | $4,995.00 |
| 3 | Cardiac Monitor Interface | 1 | $2,995.00 | $2,995.00 |
| 4 | Zoll Billing Interface | 1 | $1,595.00 | $1,595.00 |
| 5 | Handtevy Mobile App (year one)* | 1 | $10,995.00 | $10,995.00 |
| 6 | First Watch export (upon lock status) | 1 | $2,995.00 | $2,995.00 |
| 7 | Onsite Training (5 days - one-time fee) | 1 | $4,975.00 | $4,975.00 |
| | | | **Year One Total** | **$166,540.00** |
| 8 | Year 2 Recurring | 1 | $158,070.00 | $158,070.00 |
| 9 | Year 3 Recurring | 1 | $158,070.00 | $158,070.00 |
| 10 | Year 4 Recurring | 1 | $158,070.00 | $158,070.00 |
| 11 | Year 5 Recurring | 1 | $158,070.00 | $158,070.00 |
| | | | **Year 2-5 Total** | **$632,280.00** |
| | | | **Five Year Total** | **$798,820.00** |

*"Handtevy Mobile App" is a product of Pediatric Emergency Standards, Inc.

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

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

    4.2.  During the first year, 100% of the recurring Fees shall be invoiced on the Subscription Start Date.

4.3. During the second year and any renewal years thereafter. 100% of the Fees shall due on the anniversary of the SaaS Subscription Start Date.

**EXHIBIT B TO ATTACHMENT A. THE MASTER SUBSCRIPTION AND LICENSE AGREEMENT**
**SUPPORT SERVICES ADDENDUM**

1. **DEFINITIONS.** Capitalized terms not defined below shall have the same meaning as in the General Terms & Conditions.

    1.1. "Enhancement" means a modification, addition or new release of the Software that when added to the Software, materially changes its utility, efficiency, functional capability or application.

    1.2. "E-mail Support" means ability to make requests for technical support assistance by e-mail at any time concerning the use of the then-current release of Software.

    1.3. "Error" means an error in the Software, which materially degrades performance of such Software as compared to ESO's then-published Documentation.

    1.4. "Error Correction" means the use of reasonable commercial efforts to correct Errors.

    1.5. "Fix" means the repair or replacement of object code for the Software or Documentation to remedy an Error.

    1.6. "Initial Response" means the first contact by a Support Representative after the incident has been logged and a ticket generated. This may include an automated email response depending on when the incident is first communicated.

    1.7. "Management Escalation" means, if the initial Workaround or Fix does not resolve the Error, notification of management that such Error(s) have been reported and of steps being taken to correct such Error(s).

    1.8. "Severity 1 Error" means an Error which renders the Software completely inoperative (e.g. a User cannot access the Software due to unscheduled downtime or an Outage).

    1.9. "Severity 2 Error" means an Error in which Software is still operable: however, one or more significant features or functionality are unavailable (e.g. a User cannot access a core component of the Software).

    1.1. "Severity 3 Error" means any other error that does not prevent a User from accessing a significant feature of the Software (e.g. User is experiencing latency in reports).

    1.2. "Severity 4 Error" means any error related to Documentation or a Customer Enhancement request.

    1.3. "Status Update" means if the initial Workaround or Fix cannot resolve the Error, notification of the Customer regarding the progress of the Workaround or Fix.

    1.4. "Online Support" means information available through ESO's website (www.esosolutions.com), including frequently asked questions and bug reporting via Live Chat.

    1.5. "Support Representative" shall be ESO employee(s) or agent(s) designated to receive Error notifications from Customer, which Customer's Administrator has been unable to resolve.

    1.6. "Update" means an update or revision to Software, typically for Error Correction.

    1.7. "Upgrade" means a new version or release of Software or a particular component of Software, which improves the functionality or which adds functional capabilities to the Software and is not included in an Update. Upgrades may include Enhancements.

    1.8. "Workaround" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer's use of the Software.

2. **SUPPORT SERVICES.**

   2.1. Customer will provide at least one administrative employee (the "Administrator" or "Administrators") who will handle all requests for first-level support from Customer's employees with respect to the Software. Such support is intended to be the "front line" for support and information about the Software to Customer's Users. ESO will provide training, documentation, and materials to the Administrator to enable the Administrator to provide technical support to Customer's Users. The Administrator will notify a Support Representative of any Errors that the Administrator cannot resolve and assist ESO in information gathering.

   2.2. ESO will provide Support Services consisting of (a) Error Correction(s); Enhancements, Updates and Upgrades that ESO, in its discretion, makes generally available to its customers without additional charge; and (c) E-mail Support, telephone support, and Online Support. ESO may use multiple forms of communication for purposes of submitting periodic status reports to Customer, including but not limited to, messages in the Software, messages appearing upon login to the Software or other means of broadcasting Status Update(s) to multiple customers affected by the same Error, such as a customer portal.

   2.3. ESO's support desk will be staffed with competent technical consultants who are trained in and thoroughly familiar with the Software and with Customer's applicable configuration. Telephone support and all communications will be delivered in intelligible English.

   2.4. Normal business hours for ESO's support desk are Monday through Friday 7:00 am to 7:00 pm CT. Customer will receive a call back from a Support Representative after-hours for a Severity 1 Error.

3. **ERROR PRIORITY LEVELS.** Customer will report all Errors to ESO via e-mail (support@esosolutions.com) or by telephone (866-766-9471, option #3). ESO shall exercise commercially reasonable efforts to correct any Error reported by Customer in accordance with the priority level reasonably assigned to such Error by ESO.

   3.1. <u>Severity 1 Error</u>. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within four hours; (iii) initiate Management Escalation promptly; and (iv) provide Customer with a Status Update within four hours if ESO cannot resolve the Error within four hours.

   3.2. <u>Severity 2 Error</u>. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within eight hours; (iii) initiate Management Escalation within forty-eight hours if unresolved; and (iv) provide Customer with a Status Update within forty-eight hours if ESO cannot resolve the Error within forty-eight hours.

   3.3. <u>Severity 3 Error</u>. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within three business days; and (iii) provide Customer with a Status Update within seven calendar days if ESO cannot resolve the Error within seven calendar days.

   3.4. <u>Severity 4 Error</u>. ESO shall (i) provide an Initial Response within seven calendar days.

4. **CONSULTING SERVICES.** If ESO reasonably believes that a problem reported by Customer is not due to an Error in the Software, ESO will so notify Customer. At that time, Customer may request ESO to proceed with a root cause analysis at Customer's expense as set forth herein or in a separate SOW. If ESO agrees to perform the investigation on behalf of Customer, then ESO's then-current and standard consulting rates will apply for all work performed in connection with such analysis, plus reasonable related expenses incurred. For the avoidance of doubt, Consulting Services will include customized report writing by ESO on behalf of Customer.

5. **EXCLUSIONS.**

   5.1. ESO shall have no obligation to perform Error Corrections or otherwise provide support for: (i) Customer's repairs, maintenance or modifications to the Software (if permitted); (ii) Customer's

misapplication or unauthorized use of the Software: (iii) altered or damaged Software not caused by ESO; (iv) any third-party software: (v) hardware issues: (vi) Customer's breach of the Agreement: and (vii) any other causes beyond the ESO's reasonable control.

5.2. ESO shall have no liability for any changes in Customer's hardware or software systems that may be necessary to use the Software due to a Workaround or Fix except when changes implemented by ESO are the root cause of the issue.

5.3. ESO is not responsible for any Error Correction unless ESO can replicate such Error on its own software and hardware or through remote access to Customer's software and hardware.

6. **MISCELLANEOUS.** The parties acknowledge that from time-to-time ESO may update its support processes specifically addressed in this Exhibit and may do so by posting such updates to ESO's website or otherwise notifying Customer of such updates. Customer will accept updates to ESO's support procedures and any other terms in this Exhibit: provided however, that they do not materially decrease the level of Support Services that Customer will receive from ESO. THESE TERMS AND CONDITIONS DO NOT CONSTITUTE A PRODUCT WARRANTY. THIS EXHIBIT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.

<u>EXHIBIT C TO ATTACHMENT A. THE MASTER SUBSCRIPTION AND LICENSE AGREEMENT</u>
<u>HIPAA BUSINESS ASSOCIATE ADDENDUM</u>

Customer and ESO Solutions. Inc ("Business Associate") agree that (1) this HIPAA Business Associate Addendum is entered into for the benefit of Customer, which is a covered entity under the Privacy Standards ("Covered Entity").

Pursuant to the Agreement, Business Associate may perform functions or activities involving the use and/or disclosure of PHI on behalf of the Covered Entity, and therefore. Business Associate may function as a business associate. Business Associate, therefore, agrees to the following terms and conditions set forth in this HIPAA Business Associate Addendum ("Addendum")

1.  <u>Scope</u>. This Addendum applies to and is hereby automatically incorporated into all present and future agreements and relationships, whether written, oral or implied, between Covered Entity and Business Associate, pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever.

2.  <u>Definitions</u>. For purposes of this Addendum, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any amendments or implementing regulations. (collectively "HIPAA Rules").

3.  <u>Compliance with Applicable Law</u>. The parties acknowledge and agree that, beginning with the relevant effective date, Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA, HITECH, the HIPAA Rules, and other applicable laws and regulations, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is in place.

4.  <u>Permissible Use and Disclosure of PHI</u>. Business Associate may use and disclose PHI as necessary to carry out its duties to a Covered Entity pursuant to the terms of the Agreement and as required by law. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure. Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.

5.  <u>Limitations on Use and Disclosure of PHI</u>. Business Associate shall not. and shall ensure that its directors, officers, employees, subcontractors, and agents do not, use or disclose PHI in any manner that is not permitted by the Agreement or that would violate Subpart E of 45 C.F.R. 164 ("Privacy Rule") if done by a Covered Entity. All uses and disclosures of, and requests by. Business Associate for PHI are subject to the minimum necessary rule of the Privacy Rule.

6.  <u>Required Safeguards to Protect PHI</u>. Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 ("Security Rule") with respect to electronic PHI. to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Addendum.

7.  <u>Reporting to Covered Entity</u>. Business Associate shall report to the affected Covered Entity without unreasonable delay: (a) any use or disclosure of PHI not provided for by the Agreement of which it becomes aware; (b) any breach of unsecured PHI in accordance with 45 C.F.R. Subpart D of 45 C.F.R. 164 ("Breach Notification Rule"); and (c) any security incident of which it becomes aware. With regard to Security Incidents caused by or occurring to Business Associate, Business Associate shall cooperate with the Covered Entity's investigation, analysis, notification and mitigation activities, and except for Security Incidents caused by Covered Entity, shall be responsible for reasonable costs incurred by the Covered Entity for those activities. Notwithstanding the foregoing, Covered Entity acknowledges and shall be deemed to have received advanced notice from Business Associate that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks.

8. Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements.

9. Agreements by Third Parties. Business Associate shall enter into an agreement with any subcontractor of Business Associate that creates, receives, maintains or transmits PHI on behalf of Business Associate. Pursuant to such agreement, the subcontractor shall agree to be bound by the same or greater restrictions, conditions, and requirements that apply to Business Associate under this Addendum with respect to such PHI.

10. Access to PHI. Within five (5) business days of a request by a Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.

11. Amendment of PHI. Within five (5) business days of receipt of a request from a Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.

12. Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 and HITECH.

13. Accounting of Disclosures. Within five (5) business days of notice by a Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to a Covered Entity information to permit the Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. 164.528 and HITECH.

14. Other Obligations. To the extent that Business Associate is to carry out one or more of a Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements that apply to the Covered Entity in the performance of such obligations.

15. Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, the affected Covered Entity shall have the right to control Business Associate's response to such request, provided that, such control does not have an adverse impact on Business Associate's compliance with existing laws. Business Associate shall notify the Covered Entity of the request as soon as reasonably practicable, but in any event within seven (7) business days of receipt of such request.

16. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

17. Breach of Contract by Business Associate. In addition to any other rights a party may have in the Agreement, this Addendum or by operation of law or in equity, either party may: i) immediately terminate the Agreement if the other party has violated a material term of this Addendum; or ii) at the non-breaching party's option, permit the breaching party to cure or end any such violation within the time specified by the non-breaching party. The non-breaching party's option to have cured a breach of this Addendum shall not be construed as a waiver of any other rights the non-breaching party has in the Agreement, this Addendum or by operation of law or in equity.

18. **Effect of Termination of Agreement.** Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to a Covered Entity or, at the Covered Entity's direction, destroy all PHI received from the Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, subcontractors, and agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Addendum, even after termination of the Agreement or Addendum, until such time as all PHI has been returned or otherwise destroyed as provided in this Section. For the avoidance of doubt, de-identified Customer Data shall not be subject to this provision.

19. **Injunctive Relief.** Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Addendum would cause irreparable harm to a Covered Entity, and in such event, the Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.

20. **Owner of PHI.** Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI created or received by Business Associate on behalf of a Covered Entity.

21. **Data Usage Provision.** Business Associate may aggregate and de-identify PHI and/or create limited data sets for use in research, evaluation and for publication or presentation of patient care quality improvement practices and outcomes. The Parties understand and agree that such aggregated and de-identified data is no longer PHI subject to the provisions of HIPAA and agree that Business Associate may retain such limited data sets indefinitely thereafter. Business Associate agrees that it will comply with all terms of this Agreement with respect to the limited data sets and that it shall not re-identify or attempt to re-identify the information contained in the limited data set, nor contact any of the individuals whose information is contained in the limited data set.

22. **Safeguards and Appropriate Use of Protected Health Information.** Covered Entity is responsible for implementing appropriate privacy and security safeguards to protect its PHI in compliance with HIPAA. Without limitation, it is Covered Entity's obligation to:

    22.1. Not include PHI in information Covered Entity submits to technical support personnel through a technical support request or to community support forums. In addition, Business Associate does not act as, or have the obligations of a Business Associate under the HIPAA Rules with respect to Customer Data once it is sent to or from Covered Entity outside ESO's Software over the public Internet; and

    22.2. Implement privacy and security safeguards in the systems, applications, and software Covered Entity controls, configures and connects to ESO's Software.

23. **Third Party Rights.** The terms of this Addendum do not grant any rights to any parties other than Business Associate and the Covered Entity.

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

ESO Solutions, Inc.

DocuSigned by:

_Chris Dillie_

[Signature]
8F4A8A44C2F490

Chris Dillie

[Printed Name]

Customer

[Signature]

Sai Purcell

[Printed Name]

CEO
[Title]                                                    [Title]

# ATTACHMENT B - STATEMENT OF WORK

## ATCEMS EPCR IMPLEMENTATION

### I.    Background

ESO Solutions, founded in 2004, currently serves 2000-plus agencies and 55,000-plus end users across more than 46 states. We serve agencies large and small, urban and rural, and our clients include federal, regional, and local government agencies, hospitals, volunteer departments, and private agencies, by providing an electronic patient care reporting (ePCR) software solution for the pre-hospital environment.

Customer desires an electronic patient care reporting software solution that is both NEMSIS and NFIRS compliant, and desires that said ePCR software solution be implemented and its users be trained in a timely and competent manner, as further described in this Schedule.

ESO's hosted, Software as a Service (SaaS) solution enables agencies to run the EHR system from any computer with an internet connection, as well as from a mobile component for data entry at the patient's side. This hosted model makes our solutions fast and easy to implement, and there is no upfront investment for server hardware. Updates to the software are automatically deployed to end users, reducing demands on the ever-increasing needs of agency information technology staff. Further, our customers rest assured that our data hosting facilities meet rigorous requirements to protect customer data at all times through high availability standards, unsurpassed physical security, reliability and backup, and a disaster recovery plan.

ESO employs over 100 employees, most of whom work in the Austin office. Regional account representatives typically live in the region in which they work, while support, implementation and development staff work out of the office in Austin, TX.

In implementing the SaaS model, ESO works with agencies in proposed 11-step implementation process. The process is led be one of ESO's three implementation specialists and delivered by a client services administrator, a support manager assisting in the CAD and billing interfaces, and a technical product manager assisting agencies with new software features as well as billing and state extract processes. In addition, based on the segment of implementation, specialists that are part of the client services team assist the agency in implementation.

### II.    Training Plan

**Strategy**

ESO Solutions' blended implementation and training plan relies on both on-site and remote, off-site training. Having implemented over 2,000 customers, ESO provides flexible training options to meet the specific needs of your agency.

**Vendor Roles & Responsibilities**

The roles and responsibilities of ESO Solutions in the design and implementation of training is included in the sections above and below, detailing the milestones of project implementation. ESO understands the importance of making sure you know how the product works and how to best incorporate the product into your daily operations. We take great pride in working hand in hand with the customer during implementation and beyond.

## Staff Roles & Responsibilities

The milestones listed below include the responsibilities of your agency's staff in the implementation of ESO software. Coordinating training dates and testing the software are a few of the items that can either speed up or delay the implementation timeline.

The proposed work plan is a guide. We will work closely with designated project managers for a smooth implementation. We understand the scheduling needs of the emergency services environment, having successfully implemented the software for more than 2000 clients of varying sizes and needs.

Interfacing with CAD typically involves assistance from the CAD vendor and while we can typically complete the ePCR portion of the interface within a six-week period, we do not have control over the CAD vendor's participation, schedule, and needs. In this case, with multiple vendors involved, the ESO software will be up, running, and working but there are no guarantees that the interfaces will be complete by the desired go-live date.

Personnel involvement and decision points milestone stages include:

a. ESO's implementation specialist provides your agency's *project manager* a project planning worksheet to identify the *organization's key players* who will participate in implementation and the ongoing administration of the software. These individuals include *agency administrators, quality management administrator(s), and any software release recipients.*

b. Agencies provide ESO with vendor contacts (i.e., billing, CAD, or any other).

c. ESO's implementation specialist and your agency's project manager will work together on scheduling, frequency of meetings, and other meetings to discuss progress.

d. You return a 'setup' file prior to milestone 3. This information includes personnel, medic units, vehicles, facilities to and from which the Customer commonly transports patients, and more.

e. ESO provides designated users with a user name to create a password, log in to the system, and complete the agency setup process.

f. You install ESO ePCR Mobile on agency tablets and computers.

g. Online administrative training (milestone 4) typically lasts three hours and should be attended by those individuals participating in system administration that have a good understanding of your processes.

h. ESO utilizes GoToMeeting for online training and the maximum number of attendees is 25.

i. Online Quality Management/Reporting takes place on a scheduled bi-monthly basis. We recommend that those individuals involved in the overall performance process attend. The training takes about two hours.

j. About ten days before the system goes live, ESO provides live training in order to familiarize end users with the features and functionality of the suite. The goal is to reach as many field users as possible. For each training session, ESO offers onsite training lasting about 3-4 hours. The session will be set up for power users who will train end users at their agency.

k. Power users receive advanced information about the ePCR suite and should be comfortable with

technology and have a clear understanding of the organization's internal processes.

l. System administrators should also plan to attend online end user class.

m. ESO suggests that attendees be off-duty for power user/end user training.

n. ESO suggests to administrators that the personnel/hardware ratio be no more than 3:1 to create an optimal learning environment.

o. Agencies are encouraged to move to full system use within ten days of training.

p. ESO provides training guides and videos at all points of set up, training, and live use. Such tools are regularly updated to include during software upgrades.

*Knowledge Transfer*

ESO places a special emphasis on the 'train the trainer concept' by identifying the need for "power users" to receive more advanced, or detailed, training. These power users are expected to learn the product well enough to educate future employees and provide refresher training if necessary.

Further, once the system is placed into production, ESO offers customer support, regional learning opportunities, and a host of materials available for training. We do not train our agencies and leave —we support our agencies and their end users through the lifetime of the contract. Customer support is included within your contract.

*Implementation Schedule*

ESO's schedule contains specific milestones with a description of the deliverables associated with each milestone. During the project kick-off phase dates will be defined with the project implementation team. Our summary and detail work plan below presents a rollout process that we can condense or expand based on Charleston County's specific needs. Variables not controlled by ESO are items such as getting the setup file completed, providing training dates, delivery of hardware and integration with other services (i.e. CAD).

In the event there are no delays caused by Customer, ESO offers a general estimate of 30-45 days from the time that Customer returns the setup files and they are successfully validated by ESO to the time that Customer may expect to "go live" on the software.

*Post-Initial Implementation Process*

ESO provides continual support to the customer. The assigned implementation manager remains the primary point of contact for 60-90 post go-live to make sure the process is running smoothly. After that initial time period, while the implementation manager and regional account manager are always available to you, the primary point of contact of any issues becomes our support department.

*Summary Work Plan and Timeline*

1. Project Kickoff
   a. Approximate time: within 1 week of contract execution
2. Information Gathering and System Setup
   a. Approximate time: 1-2 weeks post kick-off (we will have the agency set up

within 1 week of receipt of information/set-up files). The rest of implementation cascades from this milestone.

3. Installation of Mobile Software and Cardiac Monitor Interface
   a. Approximate time: This can be started as soon as set up is complete. It's completed locally by the customer (with assistance from ESO if needed) and is dependent upon customer resources to allocate to the task and access to hardware. I would estimate the actual install will take about 15 minutes per tablet (maximum).

4. Online Administrative Training (admin/overview)
   a. Approximate time: This is done by facilitated webinar and can be scheduled with ESO as soon as set up is complete and concurrently with #3, 5&6. Class is approximately 2.5-3 hours. It is typically completed within 2 weeks of set up completion. Local configuration of the software by the customer will take place after Admin training (this is configuring the software for local policy and protocol) and, depending upon resources, is usually completed within 2 weeks of Admin training.

5. Mobile Testing Software
   a. Approximate time: Can be done on install and ongoing during end-user training.

6. Billing Interface
   a. Approximate time: ESO will configure the billing extract as soon as set up is complete. Test records will be created during testing and training and can be used to verify extract data is flowing and appropriate.

7. Online Administrative Training (QM/reporting)
   a. Approximate time: Facilitated webinars occurring weekly. Can be registered for and completed by the client at their convenience prior to go live. Each class is 1 hour in length.

8. Onsite End User / Power User Training
   a. Approximate time: 1 session lasting about 3 – 3.5 hours for her. The EHR training will cover all the operations of medical incident reporting (navigation, operations, tips, and CAD). If you have days already on the calendar for training or follow a specific regimen, let us know on the kickoff call and we will plan accordingly. Training should be completed no less than 7-10 days prior to go-live.

9. Regulatory Compliance/Data Reporting
   a. Approximate time: ESO will configure your state reporting extract and begin reporting for your department at the required cadence immediately upon go-live.

10. System Testing
    a. Approximate time: Ongoing throughout implementation. As each milestone is completed, ESO/client will verify and adjust if needed.

11. System Go-live and Post-implementation Support
    a. Approximate time: The Training and Implementation team will be the primary resource for the client during Implementation and for 30 days after go-live. Support will be available as well, and will become the primary resource after 30 days.

*Detailed Work Plan*

**Milestone 1:  Project Kickoff**

Deliverables                                Introductory Kickoff Conference Call
                                            Agency Key Players Worksheet
                                            ESO Considerations
                                            Formal Kickoff Conference Call  Vendor Contacts
                                            Formal Kickoff Conference Call
                                            Meeting Notes & Timeline
                                            Project Management Expectations

To initiate the implementation process, the ESO Client Services administrator will contact the agency's project  manager ("introductory call") to schedule a kickoff conference call.  At this time, ESO will send the  project manager a project planning worksheet on which s/he can identify the key players from the organization who will participate in the project implementation and the ongoing administration of the software, including, but not limited to, agency administrators. At that time, ESO also will send the project manager a document that highlights areas that the agency will need to consider during the transition  to the ESO ePCR Suite. These may include the need to re-define certain terminology as well as outline new procedures for the organization's day-to-day operations. The agency will receive a detailed list of these areas during project implementation.

Following the introductory call, a more formal kickoff call will allow ESO and agency stakeholders to make contact on a larger scale. The purpose of the call is to enable the agency and ESO implementation  team members to introduce themselves and begin to discuss project deliverables, task ownership, and tentative timelines, including possible online and onsite training dates. During the call, ESO and the agency  will discuss CAD and billing interfaces as well as identify vendor contacts that will assist with those interfaces.

After the call, ESO will send the agency's project implementation team an email summarizing the  call and will develop a project timeline that sets forth project milestones and timeframes for:
- Documentation return
- ePCR system setup by ESO
- Interface programming and testing, if applicable
- Online administrative training
- Completion of ePCR system setup
- Mobile software installation and testing
- End user training
- End user practice
- Post-implementation follow-up

At this time, ESO and the agency's project lead can discuss the scheduling (frequency, attendees etc.) of  additional meetings and other means to report progress.

**Milestone 2:  Information Gathering and System Setup**

Deliverables:                               Agency Account and Build Out in ESO  Suite
                                            Agency Setup Preparation

These activities begin after project kickoff and last for approximately two weeks. (The milestone timeframe  may vary depending on how quickly the agency returns the completed setup file after project

kickoff, and how quickly the agency completes its portions of the system setup after the initial setup done by ESO.)

During this time, ESO creates an agency account for the agency in the ESO Suite and begins to build out the systems with the information provided on the agency's ePCR setup file, including personnel, medic units and vehicles, facilities to and from which they commonly transport patients and the like. When this setup is complete, ESO will provide designated users from each account with a user name so that they may create a password, log in to the system, and complete the agency setup. This includes:

- Adding a company logo (can be completed by ESO during initial setup if preferred)
- Assigning user names
- Assigning roles and claims
- Loading patient refusal form and/or other agency-specific, custom forms for capturing signatures in the field (can be completed by ESO during initial setup if preferred)
- Adding agency-specific billing authorization language
- Establishing agency password and lockout policies
- Creating data retention, patient lookup and update settings
- Creating new users and assigning user roles and login credentials
- Adding additional facilities, units, vehicles etc. beyond those entered by ESO during initial system setup
- Configuration and maintenance of clinical data such as interventions, therapies and medications
- Configuration of agency's validation routine
- Addition of optional, pre-defined data fields

ESO will train agency administrators on this functionality during the online administrative training session and also will provide detailed help guides to assist administrators throughout this process.

**Milestone 3: Mobile Software Installation and Cardiac Monitor Interface**
Deliverable:                                      Mobile Software Installation

This task usually occurs during the client portion of system setup; however, the exact timing is at the client's discretion.

ESO will send the links to the mobile software to the designated agency contact so that s/he may begin to install ESO ePCR Mobile on the agency's tablet computers. ESO provides a period of instruction for approximately two hours with, generally, two or three individuals.

Installing ESO ePCR Mobile for the first time involves the following steps:

- Install prerequisites if necessary (included as part of installation package)
- Install mobile application and software for cardiac monitor interface (part of installation package)— ESO interfaces a variety of cardiac monitor devices

**Milestone 4: Online Administrative Training** (admin/overview)
Deliverable:                                      Online Training

This activity typically occurs within one week after ESO receives the completed setup file from the agency. Online administrative training is intended for system administrators and takes place relatively early in the

implementation process. Training objectives and activities include:

- A brief overview of the ESO ePCR application
- Configuration and maintenance of the ESO administrative console
  - Adding a company logo
  - Assigning user names
  - Assigning roles and claims
  - Loading agency-specific, custom forms
  - Adding agency-specific billing authorization language
  - Establishing agency password and lockout policies
  - Creating data retention, patient lookup and update settings
  - Creating new users and assigning user roles and login credentials
- Adding additional facilities, units, vehicles etc. beyond those entered by ESO during initial system setup
- Configuration and maintenance of clinical data such as interventions, therapies and medications

This training is generally three hours in duration and should be attended by anyone who will be participating in the administration of the ePCR system and who has a good understanding of the department's processes. However, we understand training needs, and combined with the billing partner, the training event will likely be a two-day session, and we can also provide additional assistance during the on-site training sessions. ESO utilizes GoToMeeting for online training and the maximum number of attendees is 25.

**Milestone 5: Mobile Software Testing**
Deliverable:                                 Software Testing

This activity occurs immediately after mobile software installation.
All users should log in to both the web and mobile applications to ensure that they have been assigned an appropriate level of access to the system (i.e. that they have access to the various modules – ePCR, QM, Admin and Reports – that they will require).

**Milestone 6: Billing Interface (if applicable)**
Deliverable:                                 Billing Interface Testing

ESO Solutions has successfully completed billing interfaces to a variety of billing software packages. During the  implementation phase, ESO and the billing partner will work together to test the interface.

**Milestone 7: Online Administrative Training (QM/Reporting)**
Deliverable:                                 Online Training

This training takes place online as a separate online session. ESO conducts this training using regularly scheduled, bi-monthly GoToMeeting sessions and it is recommended that all of your Supervisory and Billing Staff attend. They do NOT need to pre-register for any given class. A class schedule will be provided to you at the completion of your initial Administrative Training Session as well as information on how to join the ongoing training sessions. At most, the training takes two hours.

The focus of the additional administrative training is to provide:

- An overview of ESO Reports
- Detailed class over the usage of the ESO Quality Management system
- Information specific to the processing of Billing Records

**Milestone 8: Conduct End User Training**
Deliverable:                                   Onsite training

This activity typically occurs around 10 days before system go-live on the ESO ePCR software. This final phase of training is designed to familiarize end users with the features and functionality of the ePCR module.

The goal of end user training is to reach as many field users as possible and to develop a core group of power users from the EMS organization who, in turn, will develop a knowledge base for future staff in conjunction with support from ESO (train the trainer). This training takes users through each page of the ePCR application, giving them in-depth views into the functionality and usability of all aspects of the software. During this time, users will be provided with opportunities for hands-on involvement with the software to enforce what they have learned and will be given ample time to ask questions about any issues they may encounter during day-to-day use. Training objectives include:

- Overview of data flow and system security, including creating login credentials
- Entering patient data on the ESO ePCR Mobile software as well as the web-based application (this will include descriptions of all fields and data flow explanations)
- Extended sessions for training end users and troubleshooting issues (if training power users)

Each end user training will last approximately 3 to 3.5 hours. The number of days of training purchased by Customer is listed on Exhibit A to this Schedule, and ESO will deploy trainers as necessary to meet the schedule requested by Customer. Ideally, classes of 20 or less, in a training room with a projector and wireless internet connection while end users follow along on mobile computers, are preferred. ESO's implementation team will work carefully with the agency to meet all training needs and requirements.

Selecting which individuals from the organization will learn how to use and teach others to use the software is vital to the success of the project. These power users will gain an in-depth knowledge of ESO ePCR and will ensure continuity in staff education by providing training and mentoring to the rest of the organization, including new employees who join the agency after the initial online training and deployment have occurred. The power users selected will receive advanced information about ePCR systems in general and ESO ePCR In particular and should be comfortable with technology, be champions of ESO and have a clear understanding of the organization's internal processes. Note that these individuals will not necessarily be the people with the highest rank or the longest tenure.

System administrator(s) should also plan to attend the online end user class. This not only acknowledges administrators' support of the new program, but it also allows them to acquire additional expertise on the software's functionality so that they may serve as knowledgeable resources. Also, ESO suggests that attendees be off-duty for power user/end user training and administrators offer a personnel/hardware ratio of no more than 3:1 to create an optimal learning environment.

Agencies are encouraged to move to full use of the system within 10 days of training. Training guides and videos are available for reference by administrators and users at all points of set-up, training and live use of the system and are updated regularly to include upgrades to the software. Power users may utilize these training materials during later training sessions in the matter they see fit. Said training materials

shall be made available to user through their subscription to the software – as administrators log into their test environment, they will have the ability to review the training materials. Those training materials not made available in this fashion will be delivered to Customer by ESO.

**Milestone 9: Regulatory Compliance**
Deliverable:                                    Reporting Testing

Data reporting to the agency typically happens between end user training and system go-live. As needed, the  agency will be required to go through training on the registry site and submit a copy of our jointly executed Business Associates Agreement.

ESO also will work with the agency to complete any necessary integration with the State and/or County Regulatory reporting systems.

**Milestone 10: System Testing**
Deliverable:                                    Completed implementation

Agencies are encouraged to initiate testing with ESO and move to full use of the system within 10 days of training.

**Milestone 11: System Go-live and Post-implementation Support**
Deliverables:                                   Live System
                                                Ongoing Support  Ongoing Training

## III.     Misc.

*Change Management Process*
Should the need arise to modify this Schedule, the request should be directed toward Pat Piper, ESO's implementation and training manager. Should the change request require the modification of this Schedule, that request will be brought to the attention of ESO's legal department, and an amendment to this Schedule will be delivered to Customer. Upon full execution of the amendment, ESO shall modify the implementation plan as requested. Should the scope of the implementation plan change in such a way that additional fees are required, those fees will be added to the amendment to the Schedule.

*Acceptance*
The implementation and training process shall be deemed accepted upon the date customer goes live on our services. Once our software is being utilized in the field by the customer, the implementation and training process shall be deemed completed, save for our routine follow-up process to ensure customer satisfaction. Should additional training or configuration services become necessary after go-live, a separate statement of work shall be drawn up to address these issues.

*Assumptions*

This Schedule is presented under the assumption that Customer shall make its best commercially reasonable efforts to assist ESO in its implementation process, which includes providing access to the necessary systems and personnel described herein and as may arise through the course of implementation and training. In the event Customer fails to meet the assumptions stated herein, ESO may be unable to meet the implementation schedule and goals as set forth in this Schedule. ESO shall not be held liable for delays caused by Customer.

# eso

## PRICE QUOTE

**Customer:**
Austin-Travis County EMS
15 Waller
Austin. Texas 78702

**Attn:**
Patrick Murphy
Patrick.Murphy@Austintexas.gov

**Date:**     1/25/2018

ESO Solutions
9020 N Capitol of Texas HWY
Suite 2-300
Austin, TX 78759

**Quote Total:   $847,685.10**

## QUOTE DETAILS

| Ref | Item or Service | Qty | Unit Price | Total Price |
|-----|-----------------|-----|-----------|-------------|
| 1 | EHR Suite w QM & Mobile (unlimited mobile) *Up to 150,000 Calls/year* | 1 | $137,990.00 | $137,990.00 |
| 2 | CAD Integration (Tri-Tech) | 1 | $4,995.00 | $4,995.00 |
| 3 | Cardiac Monitor Interface | 1 | $2,995.00 | $2,995.00 |
| 4 | Zoll Billing Interface | 1 | $1,595.00 | $1,595.00 |
| 5 | Handtevy Mobile App (year one) | 1 | $10,995.00 | $10,995.00 |
| 6 | First Watch export (upon lock status) | 1 | $2,995.00 | $2,995.00 |
| 7 | Onsite Training (5 days - one-time fee) | 1 | $4,975.00 | $4,975.00 |
| | | | **Year One Total** | **$166,540.00** |
| 8 | Year 2 Recurring | 1 | $ 162,812.10 | $162,812.10 |
| 9 | Year 3 Recurring | 1 | $ 167,696.46 | $167,696.46 |
| 10 | Year 4 Recurring | 1 | $ 172,727.36 | $172,727.36 |
| 11 | Year 5 Recurring | 1 | $ 177,909.18 | $177,909.18 |
| | | | **Year 2-5 Total** | **$681,145.10** |
| | | | **Five Year Total** | **$847,685.10** |

| | |
|---|---|
| Corey Ricketson | Patrick Murphy |
| Senior Account Manager | Austin-Travis County EMS |
| ESO Solutions | |
| Date:    1/25/2018 | Date: |

### Thank you for considering ESO Solutions

# City of Austin FSD Purchasing Office
## Certificate of Exemption

DATE: 01/25/2018

DEPT: Austin Travis County EMS

TO: Purchasing Officer or Designee

FROM: Cmdr. Patrick Murphy, Knowledge Management

BUYER: Sai Purcell

PHONE: (512) 972-7017

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.

Sole Source:
ESO Solutions, Inc. is the sole source provider of the ESO Electronic Health Record ("EHR") product, the Health Data Exchange ("HDE") product, the built in language translator (Quickspeak), and ESO Benchmark which provides the ability to compare performance metrics with approximately 1000 agencies.

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 proposed sole source vendor, ESO Solutions, has proprietary features that are not available with any vendor in the current market. EMS reviewed this solution and found that the proprietary features would enhance the workflow of our Medics, as well as the workflow of the administrative staff. ESO has provided a sole source letter confirming the proprietary nature of these features.

Attached is a Sole Source letter from ESO Solutions for additional info on the proprietary features.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with ESO Solutions which will cost approximately $ 847 686. 00 (Provide estimate or breakdown of cost).

| | | |
|---|---|---|
| Recommended Certification | Originator | 02/05/2018 Date |
| Approved Certification | Department Director or designee | 1/25/18 Date |
| | Assistant City Manager / General Manager or designee (if applicable) | 1/25/18 Date |
| Purchasing Review (if applicable) | Buyer | 2/6/18 Date    Manager Initials |
| Exemption Authorized (if applicable) | Purchasing Officer or designee | 2/12/18 Date |

02/26/2013