



emsCharts, Inc.  
420 Commonwealth Ave, Ste 200  
Warrendale PA, 15086  
Williamson County EMS RFP 1902-296



## **Williamson County EMS RFP 1908-296**

### **emsCharts Platform Documentation Solution March 7<sup>th</sup>, 2019**

**Submitted To:**

**Williamson County Purchasing Department  
Attn: Williamson County RFP 1908-296  
100 Willco Way, Suite P101  
Georgetown, TX 78626**

**Submitted By:**

**emsCharts, Inc.**  
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A. Transmittal Letter

March 18, 2019

To Whom It May Concern,

Greg Howard, on behalf of emsCharts, Inc., a Pennsylvania corporation, located at 420 Commonwealth Ave, Suite 200, Warrendale, Pennsylvania 15086, respectfully submits this response to the Williamson County, Texas Solicitation 1902-296 for an EMS ePCR.

emsCharts, Inc. proudly represents that it is a wholly owned subsidiary of ZOLL Data Management Products, a Colorado corporation, located at 11802 Ridge Parkway, #400, Broomfield, Colorado 80021.

In addition to our commitment to provide the services required by Williamson County, emsCharts also provides the advantage of mobile access to our web-based data collection applications at the **total lowest cost of ownership**.

This proposal shall be valid for a period of 365 days plus four annual renewals.

emsCharts does not anticipate this proposal to have any effect on air quality for the county.

We thank you in advance for taking the time to review our response and please reach out to me directly with any questions.

Sincerely,

Greg Howard  
emsCharts, Inc.  
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Warrendale, Pennsylvania 15086  
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emsCharts Federal Employer Identification Number 06-1768320



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### **C. Executive Summary**

emsCharts has a deep understanding for the needs of the emergency medical community as well as a firm hold on the dynamic and ever-changing world of information systems since 2007. This allows us to have a finger on the pulse of both industries; adapting immediately to changes that occur in either field. For this reason, emsCharts is uniquely qualified to provide top-of-the-line commercial off the shelf technology products for clinicians, by clinicians. emsCharts offers this expertise to Williamson County EMS (WilCo) with a highly flexible Electronic Patient Care Reporting (ePCR) System. emsCharts is offered through a Software-as-a-Service (SaaS) delivery model and is best qualified to meet the requirements as specified in the Request for Proposal (RFP). It is through our customer and business relationships that has helped emsCharts become one of the leading ePCR vendors in the United States. We have grown to over 3,000 customers, creating over 6.6 million ePCRs annually, and exchanging 20 million HIE/HL7 messages annually.

emsCharts is a Software as a Service (SaaS) using state of the art technology and standards to collect, store/report, and export prehospital electronic medical records different destinations. It is through millions of dollar investment that allows our customers to focus on the patient, patient transportation, and quality metrics without having the burden of managing the software. It is this flexible and adaptive infrastructure that has enabled emsCharts to evolve and grow into a robust well-rounded prehospital documentation system for all delivery models. The interfaces and infrastructure that WilCo has presented in the RFP currently exist in emsCharts and are very easy enable for use. For this reason, emsCharts is uniquely qualified to provide top-of-the-line commercial off the shelf technology products for clinicians, by clinicians. emsCharts offers this expertise to WilCo with a highly flexible Electronic Patient Care Reporting (ePCR) System.

As a value add to this approach, emsCharts would like to deploy a top down model that allows the County to customize the application to fit WilCo's needs. This includes the ability to configure the ePCR lists, enforce required fields for reporting, and run analytics on a standardized data set. If desired, additional service lines can be added to the medical direction like first responders, Mobile integrated Healthcare, Special Event (marathons, air shows, concerts, etc.) providing ownership over their configuration while keeping service data separate. All while medical direction, enterprise analytics, validation, and research can be performed at the county level produce empirical evidence-based data to help drive care.

emsCharts is the correct fit for WilCo due to the highly flexible and data driven approach to help quality metrics for compliance, statistical reporting, and quality initiatives to drive patient care.

## **Experience and Qualifications**

emsCharts staff have significant experience in public safety. Most employees are either EMTs, Paramedics, Dispatchers, or flight paramedics. This field experience is vital to understanding public safety, workflow processes, ePCR design and functionality, and compliance. Below is a listing of key staff involved in the Wilco.

### **President / Chief Technology Officer - Peter Goutmann**

Pete is the original architect, developer, and founder of the emsCharts suite of products. Through his IT background, and experience as a trained Paramedic and Firefighter, he recognized the need for an easy-to-use, clinically based, web and field data collection system. He has hands-on experience in supporting the design, development, customization and implementation of emsCharts. He has held positions as a paramedic, dispatcher, and flight medic with over 27 years of experience in urban, rural, and air medical settings.

### **Greg Howard – Director of Strategic Sales**

Greg has worked in public safety for nearly 20 years in private, public, municipal, and the air medical industry. His experience includes teaching paramedic courses, being a National Registry evaluator, business development for a large air medical service. As the Director of Strategic Sales, Greg has grown the company from a handful of EMS agencies to over 3,000. These agencies range rural fire departments, county/governmental agencies, multi-state corporations, and high-performance agencies doing 250,000+ EMS calls/year. He's performed project management for state contracts and coordinated high-level implementation processes for systems with large integrations. Greg's brings extensive knowledge of public safety, the paramedic mindset, customer focus, and problem-solving abilities help customers achieve their goals. Greg also lectures about emsCharts at local and national conferences and the annual emsCharts User Conference.

### **Jason Bartholomai – Training Manager**

Jason is the Training Manager at emsCharts. Jason has worked in EMS where he began as a volunteer in 1998 and has worked through the ranks remaining an active Pennsylvania Paramedic and NREMT Paramedic status. Jason has worked for private and public services, in hospital settings, amusement parks, and as regional EMS council staff. He has volunteer experience in the fire service serving as treasurer and lieutenant of a community fire department, currently also serving as EMA coordinator for the community and past councilman. Jason has experience in being a National Registry Representative, Evaluator, coordinating state EMS certification examinations, and teaching paramedic and EMT courses. As Training Manager at emsCharts, Jason coordinates customer implementations large and small, ensuring that services are utilizing emsCharts to its fullest capacity.

### **Lindsey Kelley – Director of Customer Relationship Management**

Lindsey has been with emsCharts since 2004 where she has established many of the marketing, advertising, public relations, and business proposal procedures. She currently holds the position of Director of Customer Relationship and oversees CRM strategies for customer retention and customer satisfaction. Lindsey has a Master's of English/Professional Writing from Slippery Rock University in Pennsylvania. And she has been a certified EMT since 2005 and has an undergraduate degree in Biology.

### **Charles “Chuck” McSweeney – emsCharts Senior Account Manager**



Chuck has been with involved in emergency medical service for over thirty years as an EMT, Paramedic, Flight paramedic, and agency director. Chucks education includes a Master of Science, Public Safety, Saint Joseph's University; Bachelor of Science, EMS Management, MCP Hahnemann University; and Associates of Science, Allied Health Care Management, Camden County College; and Certified Public Manager. Chuck has extensive clinical knowledge base and hands on experience as the Deputy Director at the New Jersey Department of Health and Senior Services Office of Emergency Medical Services give him a robust skill resume. Combining these skill sets along with the knowledge of the emsCharts software platform solution launch customers in a highly successful position for sustainability and growth.

### **Danny Nayman - emsCharts Senior Account Manager**

Danny currently holds the position of Senior Account Manager with emsCharts and has been involved in transport medicine for over 15 years. Having worked as a Field Training Officer, and an Advanced Practice Paramedic for North Carolina's second largest EMS system, as well as a Critical Care Paramedic, Critical Care educator, and Quality Assurance / Performance Improvement Officer for a large, specialty-care, multi-hospital system, Danny has progressive leadership experience in both government operated and private sector healthcare organizations. His passion for leveraging information technology solutions to improve the efficiency and effectiveness of operations, as well as the use of data to drive integration of robust continuous quality improvement models to improve patient outcomes and achieve optimal results has driven his education pursuits as well. Danny's education includes a Master of Business Administration with a concentration in Information Technology Management; a Bachelor of Science, Organizational Development; and an Associates of Applied Science, Emergency Medical Science. Danny is still active as a Paramedic in the field and serves on the Board of Directors for the International Association of Flight and Critical Care Paramedics.

### **Implementation Strategy**

- 1) Account Provisioned
  - a. Account created with NEMSIS 3 dataset along with BLS, ALS, or critical care template
  - b. Training instructions sent to administrators
- 2) Webinar for Administrators – Train the trainer
  - a. Webinar training is geared toward administrators who have the security privileges to make changes in the application. These administrators will train the staff in accordance to company policy and procedures.
    - i. Core Trainings - 1A -> 1B -> 2A -> 2B
    - ii. Module Training
    - iii. Interface Training
- 3) Service / Command Facility / County Level Configuration
  - a. Service configuration and personalization
  - b. QA and Data Validation
- 4) Interface configuration
  - a. Mobile/Tablet
  - b. EKG import to Web and Cloud
  - c. Computer Aided Dispatch (CAD)
  - d. Billing
  - e. Other
- 5) Onsite Training



- a. Certified emsCharts trainer will be present onsite and review settings, offer suggestions, and assist with setup
- b. EMS agency will provide a venue with:
  - i. Classroom typesetting conducive to a learning environment
  - ii. Projector
  - iii. Geared toward administrators or end user
- 6) Staff / End user Training
  - a. Train your staff with your company policy and procedures
  - b. Use standardize cases to document different call types
  - c. Clinical - Cardiac, Respiratory, Neurological, and Trauma
  - d. Outcome – Transport, treat and release, and refusal of service
  - e. Start a chart with and without CAD import
  - f. Document on Web and Mobile
  - g. Use EKG import and troubleshooting
- 7) Go Live Checklist
  - a. Accept any custom software development (where applicable)
  - b. Verify test files are accepted by state(s) data repositories
  - c. Delete test charts via support ticket prior to going live
  - d. Account is marked live charting for data submission and invoicing start

emsCharts Proposed Three Day Training Schedule					
Start		End	Day 1	Day 2	Day 3
900	-	1015	ePCR Review	Reporting	Data Validation
1030	-	1200	Code Table Setup	Quality Assurance	Open – Q n A
1200	-	1300	Lunch	Lunch	Lunch
1300	-	1415	Code Table Setup	Custom Reporting	Putting it together
1430	-	1600	Mobile and EKG	Open	Putting it together
1600	-	1700	Question and Answer	Q/A and Wrap up	Q/A and Wrap up

#### Training Documentation Available:

- 1) Training documentation is located online in the training section. Documents consists of:
  - a. Manuals
  - b. Technotes
  - c. Presentations
  - d. Videos (private YouTube Channel)
  - e. User Guides
- 2) Implementation Checklists
  - a. Keep track of your progress (in an active % timeline)
  - b. Completion percentage score is available to monitor progress
- a. MS Project Implementation Plan

### Customer Relationship Management (CRM)

emsCharts CRM department's goals to help the current user have the best emsCharts experience possible, reach goals, and communicate customer needs to emsCharts leadership.



The CRM has an exceptional track record for successful implementations a customer retention. The Director of CRM and Senior Account Manager (SAM) are your custom advocate to keep the project on schedule. The steps go as follows:

- a. The kick of meeting will identify key stakeholder, milestones, and work required for a successful implementation
- b. Detailed steps regarding a successful implementation are outlines in documentation, implementation checklists, Gannt charts, or MS Project
- c. Bi-weekly project management meetings are held to facilitate the implementation process
- d. Average implementation timeline is 4-6 weeks minus user training

### **Wilco Expected Roles and Responsibilities**

Customer involvement in the implementation process is critical for a successfully transition to emsCharts. The more involved the customer the better. Resources involved should include:

- Software Administrators (20 hours total)
  - Configure accounts as desired for setup and compliance
- Technical staff (16 hours total)
  - Connect CAD systems, allow access/download thin client to field devices
- Training Officers (Variable hours)
  - Staff to train the field providers
- Educators/Quality Assurance/Medical Director (8 hours total)
  - Setup Quality Assurance and clinical validations
- Billing (8 hours)
  - Setup of billing requirements and validations
  - Note: Current billing company is already setup with emsCharts

### **Ongoing Support**

emsCharts is very proud of the customer retention rate, once customers are fully onboarded, emsCharts exceeds their expectations through communication, product updates, and enhancements to the applications. Customer support is a large part of that success.

#### **Customer Support consists of:**

- 1) Office support - M-F 0800 – 2100 EST
- 2) Emergency Support - 24/7/365
- 3) Online ticketing system - Less than 24-hour turnaround time during normal business hours
- 4) Onsite training opportunities (fee associated)
- 5) Waypoints are local user group sessions for customers
- 6) Navigate is the emsCharts national user conference (Spring)



Dep	Req #	Req. Met?	How does emsCharts meet requirement?
CP	1	Yes	Current Functionality, to add custom values. All Values are included in custom reporting and data validation
CP	2	Yes	Look up tables are customizable to hide undesired fields or add new fields. These are all mapped to a corresponding NEMSIS value for reporting
CP	3	Yes	emsCharts has robust reporting capabilities; data (XML) can be exported for custom solutionss (Tableau, Crystal, etc.)
CP	4	No	emsCharts does not import entire legacy datasets due to sensitivity of data; some can be imported (paitent, locations, etc.)
CP	5	Yes	emsCharts Remote downloader will export entire dataset as XML for external
CP	6	Yes	emsCharts can integrate to hosptial system where interface exists
CP	7	Yes	Please refer to NEMSIS website for verification
CP	8	Yes	emsCharts Data Validaiton allow for custom messages to the user for clarification of data desired
CP	9	Yes	Once hospital data is submitted to the emsCharts follow up page a email with link to the chart is auto-emailed to the authors of the ePCR
CP	10	Yes	Compliant
CP	11	Yes	Compliant at the state level and service can create their own validaitons for
CP	12	Yes	Compliant
CP	13	Yes	Compliant; EKG monitors, hospital EMR, CAD, GER911, Emergency Reporting, FirePrograms
CP	14	Yes	Compliant regarding EKG monitors via Client device or Web Services
CP	15	No	If this is referring to ventilators, infusion pumps, and laboratory devices
CP	16	Yes	emsCharts has many hospital integrations
CP	17	Yes	Hospitals can login to their facility to view patient's delivered to their facility; BAA required
CP	18	Yes	Currently exporting
CP	19	Yes	Export 90% complete; will be 100% in 30 days from today 2/26/19
CP	20	Yes	Compliant
CP	21	Yes	Compliant
CP	22	Yes	Compliant; Remote Downloader can auto download XML to be used for
CP	23	Yes	Compliant; emsCharts data warehouse combines all data sources (CAD, EKG, ePCR, Hospital, and Fire) into one view
CP	24	Yes	Compliant
CP	25	Yes	Compliant
CP	26	Yes	Compliant; through emsCharts Analytics
CP	27	Yes	Compliant; in emsCharts Custom Reporting UI is SQL based, but easy for novice user to write
CP	28	Yes	Compliant
CP	29	Yes	Compliant
CP	30	Yes	Compliant
CP	31	Yes	Compliant; ePCR, QA, HIPAA Audit Logs, etc.
CP	32	Yes	Compliant; emsCharts is a SaaS model
CP	33	Yes	Compliant; Web validations are automatically applied to Moble; all self-updated for no remote management requirements
CP	34	Yes	Compliant
CP	35	Yes	Compliant; Validation Summary page is available to display rules and actions

Dep	Req #	Req. Met?	How does emsCharts meet requirement?
CP	36	Yes	Compliant
CP	37	Yes	Compliant; emsCharts special reports are communication solutions to track chart and non-chart related incidents
CP	38	Yes	Compliant; emsCharts QA is HIPAA compliant security role driven functionality to automate QA initiatives and purposes
CP	39	Yes	Compliant; available in standard reporting, custom reporting, and analytics
CP	40	Yes	Compliant; validations are applied at chart closure to ensure a high degree of compliance at chart closure
CP	41	Yes	Compliant; Multiple levels can be created. Each level can have their own chart filter or filter grouping specific to that QA level
CP	42	Yes	Compliant; QA levels have standard, blind, or double-blinded QA
CP	43	Yes	Compliant; Configuration of values can hide (remove) or add new (mapped to a NEMSIS 3 value) to values on the ePCR
CP	44	Yes	Compliant
CP	45	Yes	Compliant; configurable by user profile
L	1	Yes	Compliant; emsCharts Mobile device management
L	2	Yes	Compliant
L	3	Yes	Compliant
BC	1	Yes	Compliant; Chart summary or in reporting
BC	2	Yes	Compliant
BC	3	Yes	Compliant; can make chart "unbillable"
BC	4	Yes	Compliant
BC	5	Yes	Compliant; based on the outcome. This can be a default settings
BC	6	Yes	Compliant
BC	7	Yes	Compliant; Both are available
BC	8	Yes	Compliant; by the user or a biller (with security role) after chart is locked
BC	9	Yes	Compliant
BC	10	Yes	Compliant; all documentation fields are retained on the ePCR even if the user has left or field has been updated in configuration settings
BC	11	Yes	Compliant; emsCharts has multiple patients based on outcome. Ex. Medic 1 Transports 2 patients while Medic 2 gets the refusals (multiple)
BC	12	Yes	Compliant
BC	13	Yes	Compliant
BC	14	Yes	Compliant; procedures are filtered by staffing level
BC	15	Yes	Compliant
BC	16	Yes	Compliant; standard functionality
BC	17	Yes	Compliant
BC	18	Yes	Compliant; Medical Necessity must be outlined
BC	19	Yes	Compliant; signatures can also be part of service data validation
BC	20	Yes	Compliant; emsCharts has an integration with Google to allow user to document closest or fastest routes
BC	21	Yes	Compliant; values are user, date/time, old value, and new value
BC	22	Yes	Compliant; Standard reporting and can be performed without vendor support
BC	23	Yes	Compliant; currently submitting
BC	24	Yes	Compliant; HIPAA, HITECH, and SOC II compliant (make sure other vendors are SOC II compliant)

Dep	Req #	Req. Met?	How does emsCharts meet requirement?
BC	25	Yes	Compliant; in Mobile, Tablet, or Web
BC	26	Yes	Compliant; service forms can be uploaded and displayed as uploaded
BC	27	Yes	Compliant
BC	28	Yes	Compliant; current billing vendor currently received over 50,000 ePCR's from
BC	29	Yes	Compliant
F	1	Yes	Compliant; photo, attachments, notes, and sketchpad
F	2	Yes	Compliant; time stamped vital signs, Events, images, and proprietary file time (.PCO, .ZOL, .HIC)
F	3	Yes	Compliant
F	4	Yes	Compliant
F	5	Yes	Compliant
F	6	Yes	Compliant; If users enters zip code the city, state, county, country, and census track are filled out; emsCharts also geo-locates by using Google
F	7	Yes	Compliant; customizable and unlimited
F	8	Yes	Compliant; 4,000 characters (2 pages of MS Word) for narrative; separate assessment also have text fields for individual findings
F	9	Yes	Compliant
F	10	Yes	Compliant
F	11	Yes	Compliant; saves are made upon page to page navigation
F	12	Yes	Compliant; via Mobile or Web
F	13	Yes	Compliant; Cardiac procedure allow for specific documentation around procedures (12-leads in this case)
F	14	Yes	Compliant; Obviously a cardiac arrest with 12 defibrillations, multiple events, multiple vital signs file size will be larger
F	15	Yes	Compliant
F	16	Yes	Compliant
F	17	Yes	Compliant; Web, Mobile, and Tablet (iOS) UI synchronization
F	18	Yes	Compliant
F	19	Yes	Compliant; in emsCharts.com or in emsCharts Analytics
F	20	Yes	Compliant; procedure related performance metrics can be run at the individual, service, or at command facility level
F	21	No	No current functionality
F	22	No	In development
F	23	No	emsCharts does not employ dictation software; customer do use device tools (Siri) to do voice to text for narratives
F	24	Yes	Compliant; Dosing based on Dose, Dose+Weight, Infusion rate, Infusion+Weight, or Drips
F	25	Yes	Compliant; spell check, not medical. Grammar checking is not current
F	26	Yes	Compliant; difference types of calls have certain fields required (by the state)
F	27	Yes	Compliant in Tablet; Table barcode scanner can scan Driver's license into emsCharts fields
F	28	Yes	Compliant
F	29	Yes	Compliant
F	30	Yes	Compliant
F	31	Yes	Compliant if crew are on the same ePCR; Not compliant if you are referring to being able to import other ePCR data into a separate ePCR

Dep	Req #	Req. Met?	How does emsCharts meet requirement?
IT	1	Yes	Compliant, SaaS AWS model; SOC II compliant
IT	2	Yes	Compliant
IT	3	Yes	Compliant
IT	4	Yes	Compliant
IT	5	Yes	Compliant
IT	6	Yes	Compliant
R	1	Yes	Compliant
R	2	Yes	Compliant
R	3	Yes	Compliant
R	4	No	Not current functionality; User roles allow access to ePCR. Typically supervisors and administrators should have access to all ePCR's for Quality
R	5	Yes	Compliant; QA has normal, blinded, and double blinded functionality
CHP	1	Yes	Compliant; if provided in a usable format (Excel)
CHP	2	Yes	Compliant
CHP	3	Yes	Compliant
CHP	4	Yes	Compliant
CHP	5	Yes	Compliant
CHP	6	Yes	Compliant
CHP	7	No	In development
CHP	8	Yes	Compliant
CHP	9	Yes	Compliant
CHP	10	Yes	Compliant
CHP	11	Yes	Compliant; using standard features and functionality
CHP	12	Yes	Compliant; using standard features and functionality
CHP	13	Yes	Compliant; using standard features and functionality
CHP	14	Yes	Compliant; using standard features and functionality
CHP	15	Yes	Compliant; using standard features and functionality



To support the Williamson County EMS ePCR requirement documentation, emsCharts would also like to provide additional information to help clarify some of the features and functionality of emsCharts.

### NEMSIS compliance

emsCharts is NEMSIS 3.4 compliant and continues to be involved in the NEMSIS project.

Additionally, emsCharts is SOC II compliant. This is one of the highest standards for technology compliance in the industry. All ePCR vendors should be SOC II compliant.



### Quality Assurance

emsCharts has spent over a decade refining the functionality for our quality assurance process. Tying the quality management process with data validation produces a high quality, low risk electronic patient care record. A State/Region, Command Facility, or EMS Agency can create a number of quality assurance "levels." These levels are sequential, and individual(s) are assigned to a level to view charts in their inbox where they can be electronically flagged.

### Data Validation

A large part of the quality assurance process is data validation. emsCharts gives our customers. The ability to create service defined validations. These serve as your front-line quality assurance process to ensure that the right data is collected at point of care to create a quality clinical, operational, and billing medical record. This will significantly improve data quality and reduce downstream workload on other staff (billing/pre-billing, clinical, and operations) required to process the ePCR.

Service defined validations are very easy to configure and any data point on the ePCR can be used as a trigger for a required (hard) or recommended (soft) validation. An unlimited number of rules can be configured, here are some example are:

1. Outcome = Transported
2. Medical Category = STEMI
3. Medication admin = Narcan
4. Age < 12
5. Staffing level = ALS





Data Validation Actions are applied to rules where, based on a rule, a desired documentation can be enforced. For example, in #2 above (STEMI) the administrator can require ASA documentation, 12-lead transmitted, onset time, etc. cannot be blank. Certain initiative like Mission Lifeline, you will have 100% efficacy with documentation.

Validation appear in-line on emsCharts.com, emsCharts Mobile, and Tablet as Red (required) or Yellow (recommended).

High performance emsCharts customers will have a significant number of rules and validations to ensure quality documentation at point of care. This shifts Quality Assurance from a chart-by-chart review to a trend model to monitor data systemically, rather than individually.

### The life cycle of an ePCR with emsCharts QA

Electronic flags can significantly facilitate communication, increase quality, and document a process for closed loop communication. emsCharts QA flags are fully automatic and facilitate communication across all departments for quality initiatives. Flag are date/time stamped, force a specific type of response (Special Report, Addendum, or email discussion), categorized, and text comments. Additionally, the flag can be blind or double blinded.

The QA flagging process is:

- 1) Chart is formally locked (closed)
- 2) Appears in QA Officer's inbox
- 3) Flag the chart
  - a. Chart appears back to the author(s) inbox and individual dashboard for review and response
  - b. Turns chart red for easy identification
- 4) Appears in authors inbox
- 5) Respond to the flag(s)
  - a. Author(s) can respond in either an addendum, incident report, or email discussion
  - b. Clears chart from author(s) inbox
- 6) QA Officers inbox
  - a. Turns Chart Green (easy identification as to where they are in the QA process)
  - b. Review of flag(s)
    - i. Approve and advance
    - ii. Re-flag (go back to #3)

Agencies can have an unlimited number of levels for review and each level can put filters based on any ePCR criteria. For example, if a medical director only wanted to see "Cardiac Arrest" ePCRs the filter would be on a trigger for cardiac arrest. Filters can be exclusive or inclusive of multiple criteria.

The QA process in emsCharts is extremely streamlines to help administrators identify gaps, have effective communication, and provide a closed loop process to help manage many quality initiatives.

### Special (Incident) Reporting

Special (Incident) Reports standardize the documentation of incidents related to prehospital operations regarding ePCR and non-ePCR related activities. Some examples of special report categories are patient related, response, personnel, protocol deviation, medical device failure, delay in accessing patient, rescue airway insertion, billing issue, commendation, complaint, protocol deviation, tube dislodgement, etc. Report types can be configured on the state/region, command, or EMS agency level. Typically, these are the incidents that need to be documented but not part of the electronic patient care record. Special Report features and functionalities:

1. Customizable by the users
2. Email notifications to administrators for early notification
3. Staff can comment on incident reports to keep individual up to day
4. Can be part of the ePCR or independent
5. All datapoints can be searched for trend reporting or follow up

Special reports can be auto-emailed to recipients for immediate notification and comments can be placed on the special report for documentation purposes. Additionally, customized questions, responses, and customized status' (new, under review, complete, etc.) can be created related to specific incidents for loop closure. All responses are available in emsCharts reporting.

### Reporting Requirements

- 1) Ad Hoc Reporting – Compliant
  - a. Easy to use report builder
  - b. Report on and datapoint on the ePCR
    - i. Inclusion, exclusion, Blank, not blank, like, not like
    - ii. Grouping statements
  - c. Auto-schedule reports to be delivered
    - i. Email, FTP, HTTPS
  - d. Canned Reports – Compliant with 350+ Reports available
- 2) Analytics – No Cost
  - a. Analytics places high functioning visualizations on the data warehouse data
  - b. Analytics data warehouse aggregates:
    - i. CAD, emsCharts ePCR, other ePCR NEMSIS XML, EKG, Fire, and hospital data
  - c. ePCR data is exported every 15 minutes to this data warehouse to create near real-time access to data and reporting in analytics
  - d. Library of analytic reports are available
    - i. GAMUT, Mission Lifeline, and EMS Compass (pending)
  - e. Create your own Analytics reports
  - f. Combine analytic reports into interactive dashboards with role base security for access



Dispatch Date	Medical Category	+
1/1/2015	Overdose (Suspected Heroin / Opiate)	
12/31/2017		

UPDATE RESULTS



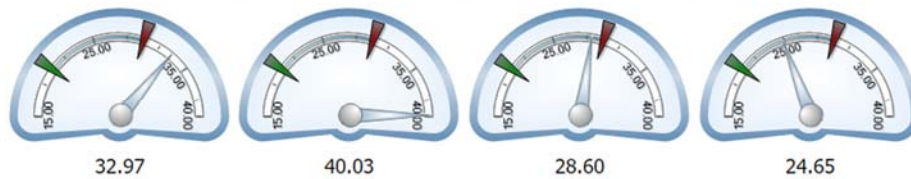
### APOT - Ambulance Patient Offload Time

Date Dispatch = Previous Quarter

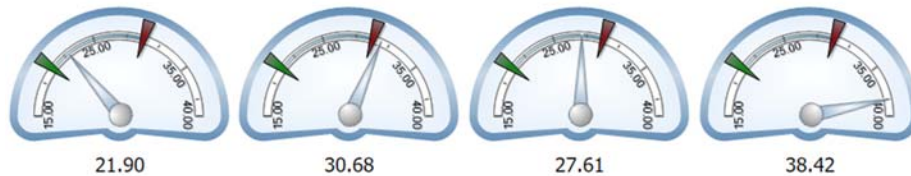
Not including units <> 501, 502, 503, 504, 505, 5221, 5930 - Consol Energy Center, 5962 - Brashear H.S., 5990 - Special Event Detail 10, SMC3

REC\_NAME = AHN - Allegheny General Hospital, AHN - West Penn Hospital, St. Clair Hospital, UPMC - Children's Hospital of Pittsburgh, UPMC - Magee-Women's Presbyterian, UPMC - Shadyside Hospital

AHN - Allegheny General Hospital	AHN - West Penn Hospital	St. Clair Hospital	UPMC - Children's Hospital of Pittsburgh
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UPMC - Magee-Womens Hospital	UPMC - Mercy	UPMC - Presbyterian	UPMC - Shadyside Hospital
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PRID	CMDFAC NAME	UNIT ID NAME	EMD CODE	CATEGORY NAME	CMS SVCLEVEL NAME	REC NAME	Average(TURN TIME)
51853400	City of Pittsburgh Command 5107	30B1	Traumatic Injury	ALS, Level 1 Emergency	UPMC - Mercy		28.00
51864500	City of Pittsburgh Command AMB 45	21B1	Hemorrhage/Laceration	BLS, Emergency	UPMC - Children's Hospital of Pittsburgh		21.00
51871600	City of Pittsburgh Command AMB 46	30A1	Traumatic Injury	BLS, Emergency	AHN - Allegheny General Hospital		15.00
51913600	City of Pittsburgh Command 5107	17A1	Traumatic Injury	BLS, Emergency	UPMC - Shadyside Hospital		17.00
51917100	City of Pittsburgh Command 5112	06D2	Respiratory Distress	ALS, Level 1 Emergency	UPMC - Presbyterian		28.00
51924300	City of Pittsburgh Command 5105	26C1	Rescue - Other	ALS, Level 1 Emergency	UPMC - Mercy		32.00
51951000	City of Pittsburgh Command 5109	26C1	Abdominal Pain	ALS, Level 1 Emergency	UPMC - Mercy		20.00
51955900	City of Pittsburgh Command 5106	28C11L	Sick Person	ALS, Level 1 Emergency	UPMC - Mercy		18.00
51979000	City of Pittsburgh Command 5106	29D2P	Traumatic Injury	ALS, Level 1 Emergency	UPMC - Presbyterian		39.00

## **emsCharts Product Offering for Williamson County EMS**

### **emsCharts.com**

emsCharts.com is a leader in web based Prehospital documentation application. Data is accessible 24/7/365 and is the single point where configuration, customization, and security assignment occur. Robust features include:

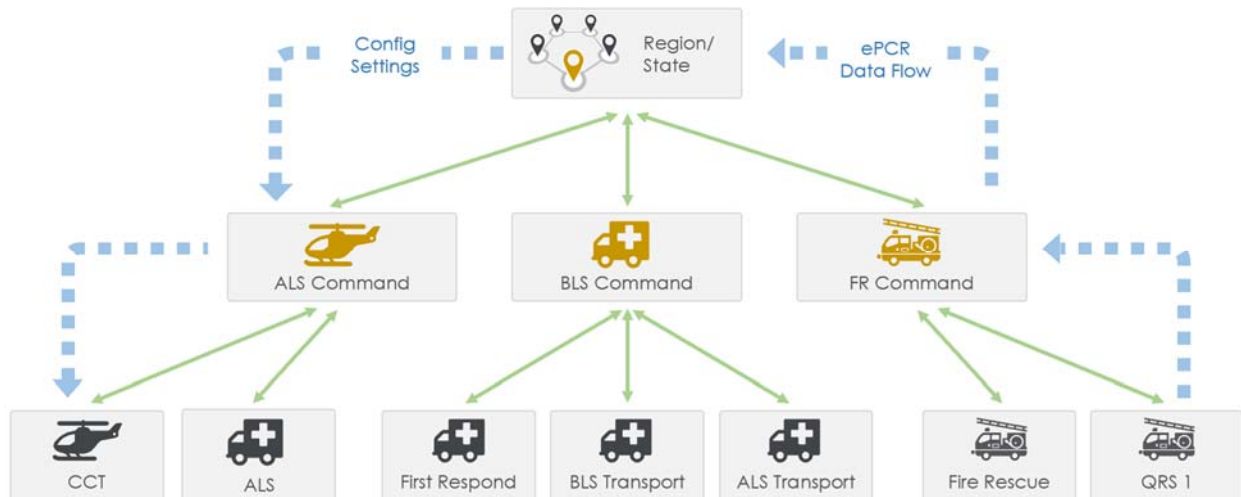
1. No licensing fees or large upfront costs – call volume based
2. Compliant with all NEMSIS datasets in the **same** application
  - a. Can send different XML to different states based on state need
  - b. State auto-feed available in available state data repositories
3. Off the Shelf customizable by the customer with no vendor support
4. Quality assurance module integrated into the application
5. Statistical and custom reporting
  - a. Auto report email delivery
6. Analytics and Benchmarking
7. Certification tracker
8. Incident reporting with auto-notification
9. Intranet with home page news, instant messaging, document warehouse, calendar, forums, duty roster, payroll entry, and call-off logs
10. Implementation Services
11. Ongoing support with electronic ticketing system

### **Hierarchical Model of Command Facility or Region**

emsCharts command facility is designed for the medical control or medical directors to view aggregate ePCR data for one or many EMS/Fire departments. This includes functionality like performance metrics, procedure logs, response times, medication administration, etc. The medical control also can configure their setup to match their philosophy in protocols, outcomes, and medical categories/impressions.

Health Systems can have multiple command facilities to match delivery models. For example, separate instances can be configured to match needs. Some examples are 911, BLS non-emergency, Special event, Community Paramedicine, Pediatric/Neonate care, critical care, etc. This allows for a high degree of configuration related to delivery model for crew acceptance and quality data collection.

Functionality based on hierarchical concept depicted by image below:



Each level has their own login to configure, report and document at their respective level. The State/Region is a single top level where configuration setting here are applied to all level(s) downstream (command facility) and then the EMS Agency for a single uniform dataset. This allows 24/7/365 access, reporting, quality assurance, and analytics on all ePCR data. The command facility is the middle level (sometimes called Base Hospitals or Medical Direction) for a medical department to deploy their command philosophy/protocols. The command facility receives all state/region configuration settings and can further configure settings for different delivery types. For example, we would suggest you create an ALS Command, BLS Command, fire/first responder command, Special Event/MIH command, etc.

WilCo will have their own Command Facility(ies) and agencies under your login access.

Having highly configurable settings allows for high user acceptance due to the ability to configure the setup based on agency type. The service (EMS agency/Fire department) are under a command facility. The service Level where EMS agencies have individualized control over their setup to configure things like base stations, units/apparatus, users, security access, defaults, etc. All ePCR data is available up stream to their command facility and then region. All data is segregated from all other agencies for individual quality assurance, reporting, and billing.

This give each EMS agency a high degree of ownership and acceptance because the EMS agency has the ability to manage their own account to configure, document, report, and run statistics.

In addition to the primary ambulance ePCRs, emsCharts is also offering Wilco the ability to offer emsCharts to the fire departments to document first response/first responder care rendered. This includes the emsCharts base package for ePCR is the emsCharts FireReports suite of NFIRS incident reporting, LOSAP, Occupancy, Inspections, Investigations, and NFORS. Please see detailed product descriptions for each module.

### Customizability



emsCharts customers love the ability to customize the application to fit their needs. Each State/region, command facility, or service can turn on/off fields as desired (less state/county needs) and the ability to modify the NEMSIS/CEMSIS lists that appear on the ePCR. For example, when emsCharts was deployed in the State of New Jersey, the need was to document the differences between fresh and salt water drowning was epidemiologically significant. The medical category of “Drowning” was hidden, and two new values were added. First was “Drowning, Salt Water” and “Drowning, Fresh Water.” Each value was mapped back to NEMSIS 2 and 3 data export and everyone got to report on data. The process is repeated at all ePCR documentation levels. The most commonly used fields customized are the Outcomes/Dispositions, Medical Categories, Impressions, and Assessments.

### **Billing Login and Export**

Billing login is a special login for billers to view multiple emsCharts ePCR services in one view. A summary page is created to aggregate all data, make signature forms available for viewing along with attachments. The Remoted Downloader is tied to this login to auto-export data in billing software compatible formats. The Remote Downloader can be configured to auto-download at different polling intervals and formats.

### **Remote Downloader**

The emsCharts Remote Downloader is a Windows Services installed on the customer’s network to auto-download data at the receiving location (billing companies, hospitals, command facilities, researchers, and the EMS agency). Remote Downloader delivery formats are:

- 1) PDF
- 2) Other formats are:
  - a. TIF, BMP, GIF, JPG, or PDF
  - b. Attachments/Signature pages
  - c. Images can be auto-converted to PDF for importing processes
- 3) Data formats
  - a. ASCII
  - b. XML
- 4) Auto-Print – function as a print server (primarily installed at hospitals)

User for interfaces to First Watch, EMS Anywhere, and Ninth Brain.

### **emsCharts Mobile**

emsCharts Mobile is offline documentation on a Windows laptop or tablet (Surface or Toughbook for example). Features of emsCharts Mobile are:

- 1) Offline field documentation
- 2) Quick action buttons to time stamp events at bedside
- 3) In-line data validation to display required or recommended fields
- 4) Signature capture
- 5) EKG data import
- 6) Mobile templates for custom layout
- 7) Mobile remote administration

Minimal device configuration is required because emsCharts Mobile detects the configuration settings and auto updates application. If mobile has online access additional functionality of patient lookup, CAD import (see below), and hospital status board notification. Once complete the Mobile chart is uploaded to your emsCharts.com website for closing. The chart closing will send the data to your state(s) for compliance, generate the file for billing, send HL7 data (where applicable) to the receive facility, auto-fax the chart, and run your service closed call rules.



### **emsCharts Tablet**

emsCharts Tablet is offline documentation on an iPad or Android device. Features of emsCharts Tablet are:

1. Offline field documentation
2. Signature capture
3. Driver's License Scanner
4. Picture storage in the application and auto-attach online for HIPAA compliance

Like Mobile there is minimal device configuration is required because emsCharts Tablet detects the configuration settings and auto updates application. If Tablet has online access, patients can be searched and imported to the Tablet chart. Additionally, pictures taken on tablet of items (Driver's License, Medication Lists, Insurance Cards, etc.) are stored in the HIPAA compliant secure Tablet photo library and auto-attached upon upload. Once complete the Tablet chart is uploaded to your emsCharts.com website for closing. The chart closing will send the data to your state(s) for compliance, generate the file for billing, send HL7 data (where applicable) to the receive facility, auto-fax the chart, and run your service closed call rules.

### **emsCharts MOBILITY**

emsCharts MOBILITY is 100% online documentation on any Internet browser. Features of emsCharts MOBILITY are:

- 1) Online documentation 24/7/365
- 2) Import data into emsCharts:
  - a. CAD data, frequent flyer/HL7 data, HIE data, and EKG data
- 3) Documentation tools like:
  - a. Quick action buttons
  - b. In-line data validation to display required or recommended fields
  - c. Signature capture for compliance
- 4) Lock the chart in the field
- 5) Export data (real time):
  - a. Send data to QA/Billing
  - b. Export HL7 data/faxing to the hospital
  - c. State data submission

Mobility enables the high-volume service to keep up with EMS incidents to collect quality data, reduce overtime, and streamline processes.

### **EKG import into emsCharts Mobile**

EKG Import to Mobile is an electronic interface to your EKG monitor. Once the Windows laptop or tablet is connected to your heart monitor, data can be imported into emsCharts mobile. Items imported are:

- 1) Time stamped vital signs
  - a) Select/deselect prior to import
  - b) Editable after import
- 2) EKG waveforms (auto attached)
- 3) Events
- 4) Proprietary EKG file

Once data is imported, the data can be updated or removed from the ePCR. Significant reduction in documentation time is achieved with the EKG import. Connection methods:



Device	Bluetooth	Wi-Fi	Cable	USB
ZOLL E			X	
ZOLL M			X	
ZOLL CCT			X	
ZOLL MD	X			X
ZOLL X	X	X		X
Physio Control LP12	X	X	X	
Physio Control LP15	X	X	X	
LifePak 500			X	
Phillips MRx	X	Pending		

### **EKG import into the Web (Physio Control and ZOLL only)**

EKG import to the Web is the ability to import EKG data transmitted to the cloud into emsCharts.com. The field provider transmits the case which is also routed to emsCharts servers. EMS provides can import data directly into emsCharts.com. Items imported are:

- 1) Time stamped vital signs
- 2) EKG waveforms (auto attached)
- 3) Events
- 4) Proprietary EKG file

Once data is imported it can be updated or removed from the ePCR. Significant reduction in documentation time is achieved with the EKG import.

### **Billing Export**

This Billing Export module allows data to be exported from emsCharts to commercial billing software. Current exports are:

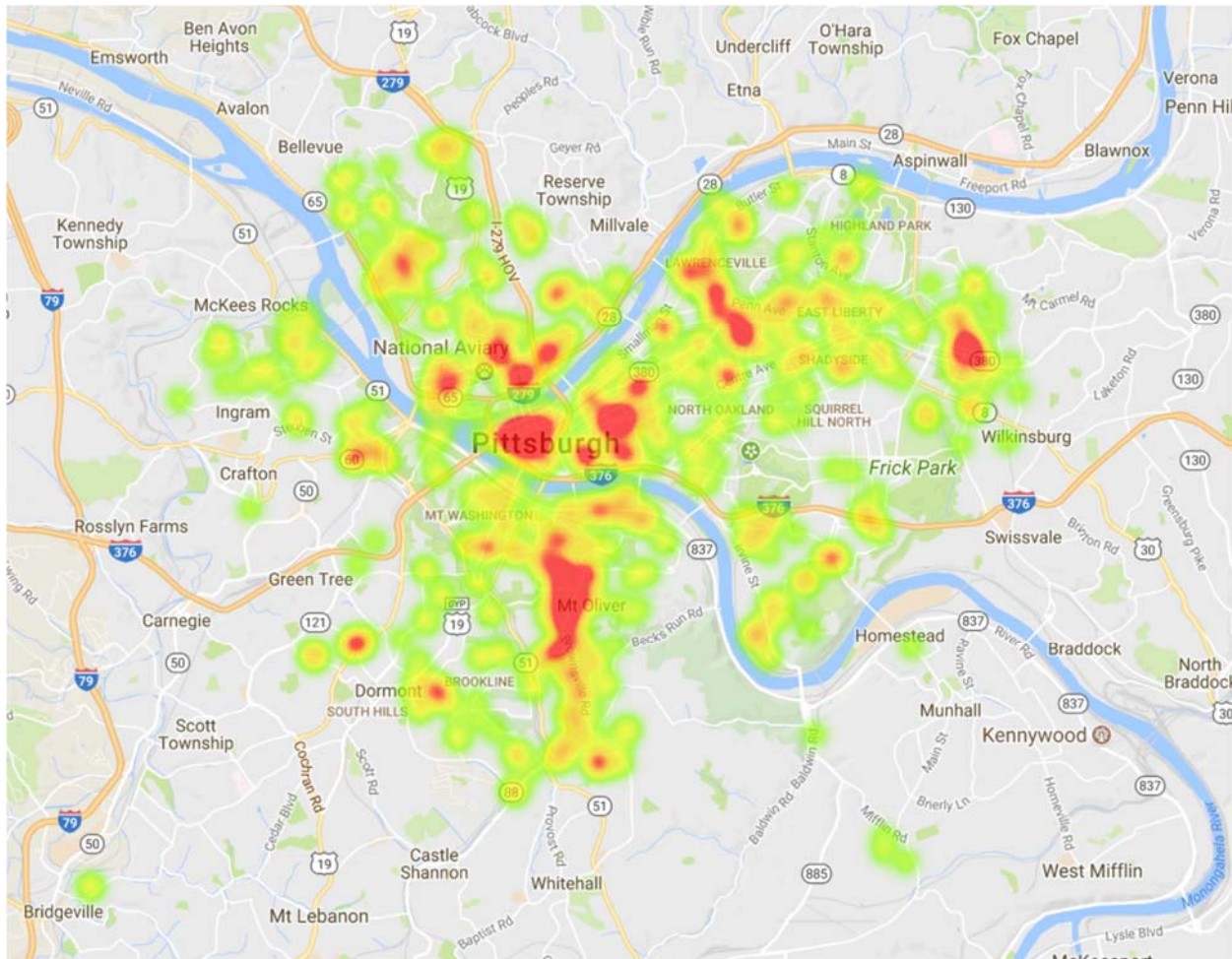
- NEMSIS XML
- Trittech/Sweet
- Trittech Cloud interface
- RescueNet/ZOLL
- AIM

emsCharts currently interfaces many agencies to D. M. Medical Billing. Onboarding WilCo to D. M. Medical Billing is a seamless process.

### **GIS - Heat Maps, and Bio-Surveillance, Mileage calculator**

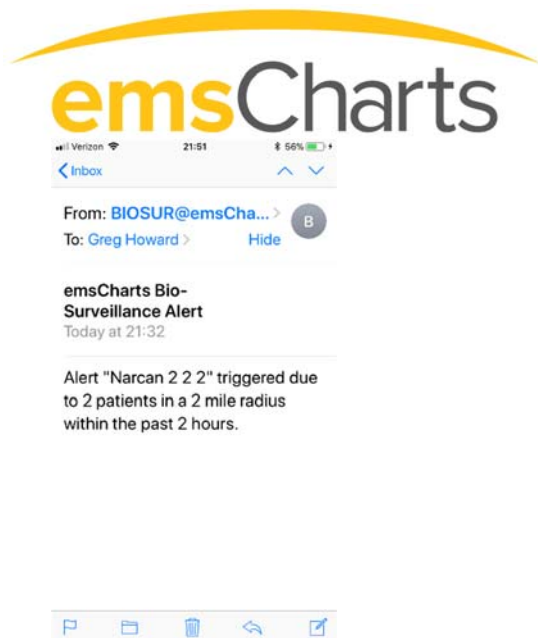
emsCharts Geocoding module performs several functions for the emsCharts user. These are:

1. Assign Latitude and Longitude to locations (Google integration)
2. With Google integration calculates the closest or fastest route from point to point
  - i. Show Closest and fastest route
3. Heat Maps – create KML files
  - i. Create filters on ePCR data to show data in a meaningful way
  - ii. Narcan administration in the City of Pittsburgh



4. Bio-Surveillance alerts
  - i. Auto email notification of alert trigger based on count, location, and time.
  - ii. Example 1: Naloxone 2 2 2 – if 2 Naloxone administrations given 2 times within 2-mile radius.





emsCharts, Inc.  
420 Commonwealth Ave, Ste 200  
Warrendale PA, 15086  
Williamson County EMS RFP 1902-296

### Research Module

emsCharts offers a research is a separate login that allows a user to create custom questionnaires triggered from documentation on the emsCharts ePCR. The questionnaires include questions and pre-defined answers to generate the data desired. For example, if the agency is implementing a new King Vision laryngoscope blade then the procedure of video laryngoscopy will force the user to fill out the research questionnaire. Responses can be configured to immediately notify the lead researcher and/or the data can queried which is available online 24/7/265. Multiple research questionnaires can be triggered on a single ePCR based on the trigger.

- An example of questions and answered is depicted below.
- Additionally, the researcher can invite other emsCharts agencies to participate in their research project.

<b>Did you attempt to use the King Vision video laryngoscope?</b>
No:
Yes:
<b>Were you successful on your first attempt?</b>
No:
Yes:
<b>If you were successful, do you think you would have been successful using traditional direct laryngoscopy in the same number of attempts?</b>
Yes:
No:
I was unsuccessful with the King Vision:
<b>If successful, do you feel you were able to intubate the patient more quickly using the King Vision than you would have been with direct laryngoscopy?</b>
No:
Yes:
<b>What difficulties did you have with the device?</b>
None:
Insertion into mouth:
Frozen picture:
Failure to obtain any picture:
Poor picture quality:
Good visualization but couldn't maneuver tube:
Other:
<b>If you experienced difficulties not covered above, please explain:</b>
<b>What suggestions do you have for how or where to store the device on the unit?</b>
<b>Any other comments on anything about the device?</b>
<b>Would you recommend adoption of this device?</b>
No:
Yes:

### User Intranet

- At A Glance
  - Current QA flags
  - Current Special reports
- Duty roster
  - View who is working at what station and unit
- Journal view
  - Overlay of all agency activity like Training, incidents, events, etc.
- Certification tracker
  - Customizable
  - Email alerts with expiration dates/lock out if certification is expired
- Home Page news
  - Post departmental messages
  - Links to important pages
- Instant Messaging
  - Instant message to individuals or roles for communication
- Calendar
  - Internal calendar posting of events
  - Display to all or by roles
- Employee Roster and Crew Roster
  - Exportable to Excel
- Document Warehouse
  - Central and standardized document library
- Forums
  - Forums are public blackboard that EMS Agency can post communication



### Tag Team Charting

- Two providers can be on the same emsCharts.com ePCR at the same time to facilitate collaboration and cut documentation time in half

Appearance synchronization - Both our Mobile, Tablet, and emsCharts.com maintain similar appearance and function to help with learning curve between platforms

Controlled Substance Tracking - emsCharts has well rounded functionality for controlled substance tracking this includes:

- Positive ID – Extra security authentication
- Controlled substance administration with Lot Number
- Controlled substance Waste with Lot Number
- Wasted Medication report

### Mobile Integrated Healthcare (MIH)

- emsCharts offers the ability to document MIH interactions using emsCharts through a different service line. The difference is that the MIH login will have configuration options and settings specific to MIH patient interactions such as Outcomes, Protocols (cases), categories, etc.
- Since this service is not required to report to the state/region the NEMSIS fields can be turned off to make a very lean documentation tool for patient interaction documentation. The value of having a separate MIH in the same application are:
- Staff know how to document in emsCharts so there is a small learning curve:
  - Sharing patient database between MIH account and 911 account
  - Easy transition between logins (same username)
  - Administrators use the tools inside emsCharts to monitor MIH activities and Metrics such as:
    - Configurability for MIH needs
    - Quality Assurance process
    - Data Validation to ensure that fields desired to report on are being documented
    - Reporting, Custom Reporting, and Analytics on MIH metrics
    - Reporting data out to 3<sup>rd</sup> party entities
    - Online access for clinical oversight

### Additional Service Lines

Wilco will also have additional logins for different service lines. Some examples are Educational institutions (EMT School), Event Medicine (concerts, marathons, air shows, etc.) to document non-911 related incidents. These service lines exist under the existing command facility for standardization and reporting, but the EMS data is separate from the primary 911 data to keep each dataset compartmentalized. Additionally, if other agencies (like lifeguards, first responder location, etc.) can also have their own login to document patient interactions for accountability and reporting.

### Health Level 7 (HL7) Import and Export

emsCharts is proud to offer the ability to exchange data between emsCharts and hospital EMR systems. emsCharts uses nationally standardized datasets and Health Level 7 (HL7), Direct



Messaging, and CCD formatting language to pass data from EMS to the hospital and back to EMS. Using this model emsCharts has developed deep integrations with many hospital electronic medical record (EMR) systems. The process of exchanging data goes like this:

- 1) Patient Gets registered at the hospital
  - a) emsCharts HL7 ADT
    - i) Import patient demographics and payor information into emsCharts
      - (1) Proprietary software matching to auto-match the patient's
      - (2) Type in MCRN to manually search for patient
    - ii) Electronic Face Sheets are created
    - iii) Use HL7, Direct Messaging, or CCD formats
  - b) emsCharts MDM
    - i) Send back HL7 data to the hospital
    - ii) Include PDF and ePCR attachments
  - c) emsCharts HL7 update / outcomes
    - i) Demographics will be auto updated (John Doe scenario)
    - ii) Dispositions are imported for quality metrics
  - d) 3<sup>rd</sup> party ePCR data import
    - i) emsCharts can import 3<sup>rd</sup> party NEMSIS 3 XML data through the HIE engine to provide a single solution to hospital solutions

Orphan HL7 messages can be manually reconciled by facility and all data is available in emsCharts Analytics.

### **Value to the Hospital**

- Increased JCAHO and registry compliance by having the prehospital ePCR, data, and images available in the hospital EHR
- Increased patient safety by having prehospital ePCR data available in the hospital EHR for physician access
- Operationalizing and automating to eliminate manual processes
- Improve relations between hospital and EMS by providing data for billing and quality metrics
- Elimination of paper and manual processes

### **Value to the EMS community**

- Receive accurate patient demographic and insurance information
- Elimination of paper, face sheets, and manual processes
- Increase quality care by access to clinical metrics on outcome & disposition data
- Automated loop closure with patient outcomes
- Quicker ambulance turn-around times back to the community after patient delivery



## E. Price Sheet

Year	2020	2021 (+3%)	2022 (+3%)	2023 (+3%)	2024 (+3%)
emsCharts.com	\$ 17,124	\$ 17,638	\$ 18,167	\$ 18,712	\$ 19,273
Mobile	\$ 6,852	\$ 7,058	\$ 7,269	\$ 7,487	\$ 7,712
EKG Import into Mobile	\$ 4,284	\$ 4,413	\$ 4,545	\$ 4,681	\$ 4,822
EKG Import into Web	Included	Included	Included	Included	Included
Billing Export	\$ 2,568	\$ 2,645	\$ 2,724	\$ 2,806	\$ 2,890
Geocoding (GIS)	\$ 3,420	\$ 3,523	\$ 3,628	\$ 3,737	\$ 3,849
Remote Downloader	\$ 2,916	\$ 3,003	\$ 3,094	\$ 3,186	\$ 3,282
CAD Import	\$ 2,568	\$ 2,645	\$ 2,724	\$ 2,806	\$ 2,890
Hospital Access	Included	Included	Included	Included	Included
<b>Annual Subscription</b>	<b>\$ 39,732</b>	<b>\$ 40,924</b>	<b>\$ 42,152</b>	<b>\$ 43,416</b>	<b>\$ 44,719</b>

Optional Modules for Purchase					
Research Module	\$ 3,420	\$ 3,523	\$ 3,628	\$ 3,737	\$ 3,849
Operative IQ Interface	\$ 1,716	\$ 1,767	\$ 1,821	\$ 1,875	\$ 1,931
Tablet	\$ 6,852	\$ 7,058	\$ 7,269	\$ 7,487	\$ 7,712
Faxing	Priced per page				



## F. References

### **City of Pittsburgh Bureau of EMS**

Anthony Schrader, Crew Chief Training Division  
[anthony.schrader@pittsburghpa.gov](mailto:anthony.schrader@pittsburghpa.gov)

412-255-2450

50,000 EMS calls annually using HL7 Interface, CAD import, Billing Export to 3<sup>rd</sup> party billing, Geocoding, Remote Downloader, and SyncPad

### **Gloucester County EMS**

Andy Lovell, EMS Chief  
[alovell@co.gloucester.nj.us](mailto:alovell@co.gloucester.nj.us)

856-307-7121

30,000 EMS calls annually using CAD Import, Billing Export to 3<sup>rd</sup> party billing (DM Medical), Mobile, Geocoding, and Remote Downloader

### **Cabell County EMS**

Steve Murray, EMS Chief  
304-526-8551

[steve.murray@ccems.org](mailto:steve.murray@ccems.org)

30,000 EMS calls annually using Mobile, Geocoding, Billing Export, and EKG import to Web

### **Cooper Health System / MICU**

Ronald Murphy, Clinical Coordinator  
856-342-2000

[murphy-ronald@cooperhealth.edu](mailto:murphy-ronald@cooperhealth.edu)

35,000 EMS calls annually using CAD Import, EKG import to Web, Billing Export to 3<sup>rd</sup> party vendor, Geocoding, Remote Downloader, and Tablet

### **New Hanover Regional EMS**

Tim Corbett, Performance Improvement Officer  
[Timothy.corbett@nhrmc.org](mailto:Timothy.corbett@nhrmc.org)

910-343-4800

38,000 EMS calls annually using HL7 import, CAD import, EKG import to mobile, EKG import to Web, Billing Export (3<sup>rd</sup> party), Mobile, Remote Downloader, and Tablet

### emsCharts References – Terminated

### **Williamson County EMS**

Danny Johns  
[djohns@wilco.org](mailto:djohns@wilco.org)

512-943-1264

### **Brunswick County EMS**

Brian Watts – Emergency Services Director – Retired  
[Bwatts4@gmail.com](mailto:Bwatts4@gmail.com)

910-386-6759



emsCharts, Inc.  
420 Commonwealth Ave, Ste 200  
Warrendale PA, 15086  
Williamson County EMS RFP 1902-296

Brian was the director of a county-based system that provided direct EMS performance, oversight for multiple rescue squads, and emergency management. BCEMS answered approximately 25,000 calls for services.

Richard Barner  
[fltmedicrb@aol.com](mailto:fltmedicrb@aol.com)  
863-449-7740

Mr. Barner has held many director positions that have used various electronic patient care record solutions. He has a vast knowledge of the pros and cons of each application





## G. Conflict of Interest Questionnaire – Signed Electronically

3/6/2019

DPX Form

### Supplier Response Form

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ				
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<b>OFFICE USE ONLY</b>  Date Received				
1	Name of vendor who has a business relationship with local governmental entity.  <input type="text"/>					
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)					
3	Name of local government officer about whom the information is being disclosed.  <input type="text"/> Name of Officer					
4	<p>Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>					
5	<p>Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> <p>None</p> <input type="text"/>					
6	<input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).					
7	<p>Signature is not required if completing in BIDS SYNC electronically;</p> <table><tr><td><input type="text" value="Greg Howard"/></td><td><input type="text" value="3/6/19"/></td></tr><tr><td>Signature of vendor doing business with the governmental entity</td><td>Date</td></tr></table>		<input type="text" value="Greg Howard"/>	<input type="text" value="3/6/19"/>	Signature of vendor doing business with the governmental entity	Date
<input type="text" value="Greg Howard"/>	<input type="text" value="3/6/19"/>					
Signature of vendor doing business with the governmental entity	Date					

Form provided by Texas Ethics Commission

[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Revised 11/30/2015

3/6/2019

DPX Form

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
  - (i) a contract between the local governmental entity and vendor has been executed;
  - (ii) the local governmental entity is considering entering into a contract with the vendor.

or

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity. (a-1)

The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (2) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposal or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (3) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.



3/6/2019

DPX Form

**Please enter your password below and click Save to update your response.**

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

**To take exception:**

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **greghoward**

Password  \*

\* Required fields

<https://www.bidsync.com/DPXViewer/CIQv3.htm?ac=supresponse&auc=2038098&docid=7331687>

3/3





## H. Proposal Affidavit – Signed Electronically

3/6/2019

DPX Form

### Supplier Response Form

## PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name of Respondent:	emsCharts, Inc.
Address of Respondent:	420 Commonwealth Dr, Ste 201, Warrendale,
Email:	ghoward@emscharts.com
Telephone:	866.647.8282
Printed Name of Person Submitting Affidavit:	Greg Howard
Signature of Person Submitting Affidavit:	Greg Howard

### Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

<input type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

\*If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.\*



3/6/2019

DPX Form

BEFORE ME, the undersigned authority, a Notary Public, personally appeared   
(Name of Signer), who after being by me duly sworn, did depose and say: "I, ,  
(Name of Signer) am a duly authorized officer of/agent for  (Name of  
Respondent) and have been duly authorized to execute the foregoing on behalf of the said  
 (Name of Respondent).

SUBSCRIBED AND SWORN to before me by the above-named   
on this the  day of , 20.

Notary Public in and for

The State of

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNCELECTRONICALLY.

**Please enter your password below and click Save to update your response.**

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

**To take exception:**

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **greghoward**

Password  \*

Save

Take Exception

Close

\* Required fields

## I. Sample emsCharts Contract



### emsCharts Service Agreement

This emsCharts Service Agreement (the “**Agreement**”) is entered into on \_\_\_\_\_ (“**Effective Date**”), between \_\_\_\_\_ (“**Customer**”) and emsCharts, Inc (“**Vendor**” or “**emsCharts**”), a Pennsylvania corporation. Either the Customer or Vendor are individually referred to as the “**Party**,” or together as the “**Parties**.”

**WHEREAS**, Vendor has established and operates a proprietary web-based computer patient charting System (“**emsCharts**” or “**emsCharts Gold**”), that allows customers to create, maintain, access, manage and report information related to emergency medical care transport and other medical services; mobile data collection software for laptop computers (“**emsCharts Mobile**”) that allows onsite patient data collection; mobile data collection software for tablet computers (“**emsCharts Tablet**”); and other modules associated with emsCharts (“**emsCharts Modules**”); as well as a fire reporting capability (“**emsCharts Fire Reports**”); together the “**emsCharts System**”.

**WHEREAS**, Customer desires to utilize these software products to assist in creating, maintaining, accessing, managing and reporting pre-hospital medical and operational information;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, both Customer and Vendor hereby agree as follows:

#### 1. SERVICES PROVIDED BY VENDOR

1.1 Website. Customer and its authorized users (as defined and limited in Section 3.2 of this Agreement) shall be given access to the emsCharts website at all times except when unavailable due to upgrades or repairs, maintenance, or unexpected down time. The website shall provide Customer and its authorized users access to a proprietary computerized system for data input, manipulation and standard report generation per Vendor specifications.

1.2 Modifications/Customizations. Customer accepts the emsCharts System with standard functionality, reports, and queries existing at the time of purchase. If Customer requests custom functions, reports or queries, Vendor will advise Customer if such enhancements are currently being developed or will be placed on a future development list. If at that time Vendor does not plan to develop the enhancements as part of product standard features, Customer and Vendor may agree that Vendor will provide the enhancements for a development fee. No work on a Customer-requested enhancement will be undertaken unless Customer agrees in writing in advance to the scope and estimated cost of the enhancement. All enhancements, including all enhancements requested and paid for by Customer, shall become the property of Vendor and may be incorporated into versions made available to other customers.

1.3 Documentation and Training. Vendor shall supply Customer with user manuals containing specifications and instructions. Vendor shall also provide Customer and its authorized users phone and web-based administrative support and configuration training for Vendor’s products which Customer has licensed.

1.3.1 On-site training can be provided on a time and expense basis upon mutual agreement of both Customer and Vendor.

1.4 Customer Support. General phone support is available during Vendor regular business hours. Emergency phone support is available 24 hours per day, 7 days per week, through a designated communication center.

1.5 System Performance and Maintenance. System performance and maintenance shall be subject to the “**Service Levels and Maintenance Guidelines**” contained within Attachment A.

1.6 State Reporting. Vendor shall provide a means of collecting and transmitting Customer’s pre-hospital data to a State regulatory body or designee in compliance with reasonable State regulations and requirements. Both Parties understand that State regulations are constantly changing, and Vendor shall have a reasonable timeframe to modify the underlying emsCharts systems and reporting mechanisms to comply with changing State regulations and requirements.

## 2. CUSTOMER OBLIGATIONS

2.1 Hardware and Software. For each workstation from which Customer desires access to emsCharts, Customer shall provide and install, at its own expense, hardware and software meeting the specifications set forth in the User Manual.

2.2 Internet Access. Customer shall be responsible for obtaining and paying for physical and digital connections of the computers to the Internet and minimum bandwidth requirements as set forth in the User Manual.

2.3 Upgrades. Customer shall be responsible for purchasing and installing any upgrades to hardware or software necessary to access future versions of the emsCharts System, including but not limited to, updated Operating Systems, Web Browsers, CPU, RAM, and hard disks. Vendor agrees to provide Customer with at least a six (6) month notice of any major changes that may require modifications to Customer’s hardware or software.

2.4 Customer Representative. Customer shall designate a representative of Customer (“**Customer Representative**”) to communicate with Vendor’s Project Manager to facilitate the performance of this Agreement.

## 3. LICENSE AND RESTRICTIONS ON USE

3.1 Grant of License. Upon receipt of applicable Service Fees during the full Term of this Agreement and subject to the terms of this Agreement, Vendor grants to Customer a non-exclusive, non-transferable, limited license to access and use emsCharts System during the Term only in the following manner: (a) by Customer and its authorized users remotely accessing and using the emsCharts System website; (b) for bona fide purposes relating to the input, manipulation and reporting of patient, other clinical and operational data created and modified by Customer and its authorized users, and for no other purposes.

### 3.2 Authorized Users.

3.2.1 Vendor shall give administrative rights to the Customer Representative or other Customer designee to establish user passwords for persons and entities Customer



authorizes to access emsCharts, input data, retrieve data, or otherwise use the system ("**Authorized Users**"). Customer shall have exclusive control over the designation of authorized users. Customer and its authorized users are responsible for maintaining the confidentiality of all Passwords.

3.2.2 Customer is responsible to assure that its authorized users comply with the limitations of use set forth in Sections 3.2, 4.1, 4.2 and 4.3 of this Agreement and to enter into any Confidentiality Agreements with its authorized users that may be required by the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the "**HITECH Act**"), or other Federal or State law.

3.2.3 In no event shall Customer or any authorized user knowingly allow access to the emsCharts System by any unauthorized user or by any person or entity who makes, markets, distributes or has any ownership or other economic interest in any service or product that would compete with the emsCharts System products or services provided under the terms of this Agreement, except with written prior approval from Vendor.

#### 4. DATA

4.1 Ownership of Data. All data entered into the emsCharts System by Customer shall be considered the property of Customer and shall be kept Confidential by Vendor.

4.2 Access to Data. Only Customer and its authorized users may access Customer data. Vendor shall not be responsible for the unauthorized, illegal, or improper dissemination or use of data by Customer or its authorized users.

4.3 Protected Health Information. It is recognized by the parties that data entered by Customer and its authorized users will include Protected Health Information ("**PHI**") as that term is defined in HIPAA regulations at 45 CFR § 164.501. Vendor agrees to comply with applicable provisions of HIPAA as more fully set forth in the attached "**Business Associate Addendum**" contained within Attachment B.

4.3.1 Vendor represents that its software, database, servers and communication protocols and procedures, when properly utilized in accordance with this Agreement and the emsCharts User Manual, meet the security standards established by HIPAA for the protection of Protected Health Information.

4.4 Transfer and Removal of Data. Upon termination of this Agreement by either Party for any reason, or at any time requested by Customer in writing during the Term of this Agreement, Vendor shall transfer all data to Customer within thirty (30) days in a mutually agreed format. If Customer and Vendor cannot agree upon a format within thirty (30) days, Vendor shall have the right to transfer or store Customer's data in a generally accepted format such as XML. After termination and transfer of data to Customer, or at any other time requested by Customer, Vendor shall remove any and all Customer data from its servers unless such removal would violate a court order, law, regulation or other legal prohibition.

4.5 License to Data. Vendor will have a world-wide license to use Customer data entered into the emsCharts System on a royalty-free, perpetual use, and transferable license from Customer to Vendor. The transferability of the license will be limited to any parent or affiliated entity to Vendor that has common significant ownership.

4.6 HIPAA Compliance. Vendor's license to use data will be on a HIPAA de-identified basis as determined and regulations change time to time as to protected healthcare information and privacy.

## 5. FEES

5.1 Monthly Access Fees. Customer agrees to pay the fees set forth in the attached "**emsCharts Fee Schedule**" contained within Attachment C. All fees are on a cash or 30-day terms basis.

5.1.1 Customer stipulates that the current transportation and charting volumes identified in Attachment C are accurate as of the Effective Date of the Agreement. Further, Customer understands and agrees that increases or decreases in these volumes on a quarterly annualized or annual (trailing 12 months of actual volumes in cases where 12 months of actual volumes exist) basis will result in adjustments in the volume pricing tiers delineated in Attachment C. Vendor will provide Customer a 30-day notice of either price increases or decreases due based upon actual annualized volume adjustments. If the customer fees are being paid by a third party pursuant to a separate agreement, the Customer will be responsible for emsCharts fees if a change in billing agent occurs.

5.1.2 Customer agrees to make full payment within 30 days of the date of invoice and pay reasonable interest on any balance not paid within 30 days, except when the balance is subject to reasonable challenge by Customer made in good faith. emsCharts pricing contained in Exhibit C is based on cash payment. In the event Customer prefers the convenience of payment by credit card or other similar payment or purchase card methods of payment, Vendor will charge a convenience fee.

5.2 Other Charges/Costs. Customer is responsible for and shall pay all Internet connectivity and service charges and all other costs associated with obtaining and maintaining the required hardware and software required to access the emsCharts System. In addition, Vendor may charge Customer on a monthly basis increased costs associated with HIPAA costs associated with regulatory compliance as to protected healthcare information and security that is otherwise excluded from fees or pricing of fees in Attachment C. These costs will be allocated and amortized over all Vendor charged ePCR charts completed for all its customers.

## 6. VENDOR'S PROTECTED PROPERTY

6.1 No Transfer of Rights. All title and applicable common law and statutory rights in and to the emsCharts System, emsCharts Web, emsCharts Mobile, emsCharts Tablet, and other emsCharts Modules, including, but not limited to, rights in confidential and trade secret material, screen shots, screen layouts, business logic, source code, object code, user manuals, specifications, trademarks, service marks, logos, patents and copyrights, if any, and all derivative works therein shall, as between Customer and Vendor, be and remain the property of Vendor, and Customer will have no right, title or interest in any such property ("**Vendor's Protected Property**").

6.2 Forbidden Acts. Customer agrees not to copy, distribute, sell, reproduce, alter, enhance, modify, or reverse engineer, or use for any purpose other than the legitimate purposes authorized by this Agreement, any Vendor Protected Property. Customer also agrees not to develop comparable or competitive products.

6.3 Acts Allowed by Licensee. Notwithstanding the above, in the exercise of the rights and license granted hereunder, Customer may print or download management reports, patient care reports, and forms from the emsCharts System, provided that Customer keeps intact all copyright and other proprietary notices.

6.4 Acknowledgement of Rights. Customer acknowledges that Vendor's property rights in and to the emsCharts System, emsCharts Web, emsCharts Mobile, emsCharts Tablet, and other emsCharts Modules are valuable and unique and that such property rights are protected. Customer also acknowledges that it will preserve and protect the confidentiality of these products. In protecting the confidentiality of the emsCharts System, Customer shall, at a minimum, exercise the same degree of care and take the same actions that Customer exercises and takes with regard to the preservation and protection of its own confidential information and proprietary rights, but not less than a reasonable degree of care.

## 7. TERM AND TERMINATION

7.1 Term. This Agreement shall be considered effective as of the Effective Date and shall continue in effect until terminated pursuant to the terms of this Agreement (the "**Term**").

7.2 Termination Without Cause. At any time after the Effective Date, Customer shall have the right to terminate this Agreement for any reason or no reason upon thirty (30) days written notice to Vendor, and Vendor shall have the right to terminate for any reason or no reason upon one hundred eighty (180) days written notice to Customer.

7.3 Termination for Cause. Either Party may terminate this Agreement upon thirty (30) days written notice if the other Party is in default of any material term of this Agreement. A Party shall be in default of any material term if it has failed to comply with such term for at least thirty (30) days after receipt of a written description of the failure by the other Party. However, non-payment of Vendor invoices, after notification by Vendor, will be Vendor cause for termination and will not require 30-day notice.

7.4 Termination of Product. At any time after the Effective Date, Vendor shall have the right to terminate its involvement with or discontinue marketing and/or maintaining the emsCharts System. Under such circumstances, Vendor will use its best efforts to give Customer not less than one hundred eighty (180) days prior written notice of termination of this Agreement, and to either find alternate means of providing the same or similar services to Customer or to provide any source code necessary for Customer to create software or transfer or download data to another software product that can produce similar functionality for Customer. The provisions of such source code for the limited purposes set forth in this paragraph shall not transfer to Customer any ownership interest in the source code and shall not affect Vendor's ownership rights in the source code and the emsCharts System.

7.5 Termination of License. Upon termination of this Agreement for any reason, Customer's license to access and use the emsCharts System and the right or authority of any other users designated or authorized by Customer to access and use emsCharts shall cease immediately. Thereafter, neither Customer nor any user designated or authorized by Customer shall access or a license to use emsCharts for any reason or purpose without the express written authorization of Vendor.

7.6 Survival after Termination. The obligations, limitations and restrictions set forth in Sections 4.1, 4.2, 4.3, 4.4, 5, 6.1, 6.2, 6.4, 7.4, 7.5, 9.1, 9.2, 9.3, 9.4, 10.1, 10.2, 10.3 and 10.4 of this Agreement shall survive any termination of this Agreement.

## **8. WARRANTIES**

8.1 Limited Warranty. Vendor represents and warrants that:

(a) it is a corporation in good standing under the laws of Pennsylvania with full authority to execute and perform this Agreement; and

(b) The emsCharts System, emsCharts Web, emsCharts Mobile, emsCharts Tablet, and other emsCharts Modules will perform in accordance with the specifications provided as part of the emsCharts User Manual and in accordance with the Maintenance and Service Level Guidelines set forth in Attachment A.

8.1.1 This limited warranty shall not apply if Customer has not complied with all the requirements of this Agreement, including the hardware and software and Internet requirements set forth in the emsCharts User Manual.

8.2 No Other Warranties. THE LIMITED WARRANTIES CONTAINED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (WHETHER ARISING BY COURSE OF DEALING, PERFORMANCE, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

8.3 No Oral or Conflicting Warranties. No Vendor employee or representative is authorized to make any promise or warranty to Customer that differs from or adds to the warranties set forth in this Agreement, and no such promise or warranty shall be effective unless set forth in writing and signed by an officer of Vendor.

## **9. DAMAGES, LIABILITY, LEGAL REMEDIES**

9.1 Limitation of Liability. Notwithstanding anything in this Agreement to the contrary, in no event shall Vendor (or any member, officer, employee, agent or other representative) have obligations or liability to Customer or any other person for loss of profits, loss of use, loss of good will, or incidental, special or consequential damages or costs associated therewith, whether based in contract, tort, strict liability, or any other theory or form of action arising out of or in connection with any service, product, act, inaction, duty, warranty, promise, obligation or representation of Vendor (or any member, officer, employee, agent or other representative), even if Vendor has been advised of, knew or should have known of the possibility thereof.

9.2 Limitation of Damages. Damages for non-performance are limited to the damages set forth in Attachment A. If for any reason it is determined that Vendor is liable to Customer for money damages, in no event shall the liability of Vendor (or any member, officer, employee, agent or other representative) in connection with any loss of data, service, product, act, inaction, duty, warranty, promise, obligation or representation, exceed the greater of (i) the actual amount paid by Customer to Vendor under this Agreement; or (ii) the amount of insurance proceeds payable to Customer under Vendor's policies.

9.3 Applicable Law and Jurisdiction. Subject to the limitations of Section 9.4, the parties agree that any claim, action or dispute, whether at law or in equity, between them and arising

out of this Agreement or the existence, use, condition, validity, function or operation of emsCharts, shall be governed by the laws of Pennsylvania and the City of Pittsburgh..

9.4 Arbitration. In the event of a dispute arising in connection with this Agreement, including the breach thereof, if the parties agree in writing, the dispute will be resolved by binding arbitration according to the rules of the JAMS, formerly known as the Judicial Arbitration and Mediation Services, at an arbitration proceeding conducted in Pittsburgh, Pennsylvania. The award of the arbitrator may thereafter be entered in any court having jurisdiction thereof.

## 10. ACCESS TO BOOKS AND RECORDS

10.1 Vendor Documents. Vendor agrees that it will retain and make available upon request of the Secretary of the Department of Health and Human Services, or the Comptroller General of the United States, or any of their authorized representatives, any agreements between health care providers and Vendor and all books, documents and records necessary to verify the nature and extent of the costs and the services provided under this Agreement. Vendor agrees to retain all such books, documents and records, and to hold them available for such inspection until the expiration of four years after the completion of this Agreement. Vendor agrees to promptly notify Customer of any request it receives for access to Vendor records and to furnish a copy of such request. The regulations require that access be given within twenty (20) days from the date of the request, unless written objection is made. If Customer deems such request to be inappropriate, then it may file an objection. Any proceeding regarding Customer objections will be pursued at Customer's sole cost and expense, provided, however, that Vendor will provide reasonable cooperation with Customer.

10.2 Customer Documents. Customer agrees that it will retain and make available upon request of the Secretary of the Department of Health and Human Services, or the Comptroller General of the United States, or any of their authorized representatives, any agreements between health care providers and Customer, and all books, documents and records necessary to verify the nature and extent of the costs and the services provided under this Agreement. Customer agrees to retain such books, documents and records, and to hold them available for such inspection until the expiration of four years after the completion of this Agreement. Customer agrees to promptly notify Vendor of any request it receives for access to Customer records and to furnish a copy of such request. The regulations require that access be given within twenty (20) days from the date of the request, unless written objection is made. If Vendor deems such a request to be inappropriate, then it may file an objection. Any proceeding regarding Vendor objections will be pursued at Vendor's sole cost and expense, provided, however, that Customer will provide reasonable cooperation with Vendor.

10.3 Subcontractors. Vendor and Customer agree that their subcontractors will similarly be required by them to retain and give access to similar books, documents and records.

10.4 Compliance with Requests. Compliance with any governmental request for information shall not provide a basis for a claim for any compensation under this Agreement.

## 11. MISCELLANEOUS

11.1 Assignment. The rights and obligations of either Party under this Agreement shall not be assignable, whether by contract, merger, operation of law or otherwise, without the prior written consent of the other. Notwithstanding the foregoing, the rights and obligations of either Party may be assigned to a successor corporation or entity of either Party or a corporation or entity that purchases or obtains all or substantially all of the assets of either Party. Vendor may also

assign its rights and obligations to a corporation or other entity wholly or Partly owned by Vendor.

**11.2 Force Majeure.** If the performance of any Party to this Agreement is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, hurricane, earthquake, tornado, snow, riot, terrorist act, war, conflict, fire, judicial or governmental action, labor disputes, interruption of telephone lines or electronic delivery systems, software or computer hardware defect or viruses (not caused by Vendor or someone under the control of Vendor), acts or omissions of third parties outside the control of Vendor (including but not limited to acts or omissions of any third party service provider or equipment vendor, messenger service or telephone carrier), acts of God, or any other causes or conditions reasonably beyond the control of either Party, that Party shall be excused from such performance to the extent and for the time period that such performance is prevented, hindered or delayed by such causes.

**11.3 Entire Agreement.** This Agreement constitutes the full understanding and entire agreement between the parties. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement shall be binding unless made in writing and signed by both parties.

**11.4 Notices.** All notices, requests, demands, or other communications from one Party to the other under this Agreement shall be in writing. This contact information can also be used for all billing notices. Delivery of such written notice can be given either directly or via certified mail or overnight courier using the following contact information:

**Customer**

**emsCharts, Inc.**

Company: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Company: emsCharts  
Attn: CFO  
Address: 420 Commonwealth Dr  
Suite 200  
City/State/Zip: Warrendale, PA 15086  
Phone: 866.647.8282  
Fax: 724.933.9333  
Email: CRM@emsCharts.com

**11.5 No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed as creating or granting rights or benefits hereunder to anyone other than Customer and Vendor.

**11.6 Notification of Adverse Events.** Each Party shall be obligated to immediately notify the other if it is the subject of any investigatory action by any federal, state or local agency or affiliation/accreditation organization, or if it is sanctioned or disciplined by any such agency or organization.

**11.7 Independent Provisions.** Each provision of this Agreement shall be considered separable, and if for any reason any provision of this Agreement is determined to be invalid and/or contrary to any existing or future law, regulation, rule and/or order, such invalidity shall not impair the operations of, or affect all those portions of this Agreement which are valid.

**11.8 Independent Contractors.** Neither Party intends, and nothing contained herein shall be construed, to create a joint venture, partnership or principal and agent relationship between the parties, and accordingly, neither Party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other.



**IN WITNESS WHEREOF**, both Parties hereby execute this Agreement as of the Effective Date.

**Customer**

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

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

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

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

**emsCharts**

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

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

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

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

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## Attachment A

### Maintenance and Service Level Guidelines

#### I. DEFINITIONS

- A. "Regular or Peak Hours": The hours of 7:00a to 11:00p Eastern Time or 4:00a to 8:00p Pacific Time.
- B. "Non-Peak Hours": All other hours in a day that are not "Regular or Peak Hours."
- C. "Non-Critical System Maintenance": Maintenance that is not necessary to maintain the integrity of data or system stability.
- D. "Critical System Maintenance": Maintenance that is necessary to maintain the integrity of data or system stability.
- E. "Critical Problem": Any problem encountered by Customer that materially and adversely interferes with Customer's use of emsCharts.
- F. "Non-Critical Problem": Any problem encountered by Customer involving the use of emsCharts that does not materially or adversely interfere with Customer's use.

#### II. MAINTENANCE AND REMEDIAL WORK

##### A. Scheduled and Non-Scheduled Maintenance.

- 1. Non-Critical System Maintenance. Vendor will use best efforts to carry out Non-Critical System Maintenance during Non-Peak hours. If downtime is anticipated to be less than 15 minutes, at least 4 hours prior notice will be given as an application message on the system. If downtime is anticipated to be between 16 and 90 minutes, at least 24 hours prior notice will be given using both application messages and email notification to the service administrator as listed by Customer in the application configuration. If downtime is anticipated to be greater than 90 minutes, at least 72 hours prior notice will be made using both application messages and email notification to the service administrator as listed in the application configuration.
- 2. Critical System Maintenance. Critical system maintenance may be performed whenever it is deemed necessary by Vendor to maintain the integrity of data or the stability of the system.

##### B. Remedial Work.

- 1. Critical Problem. In the event of a critical problem, Vendor will use all efforts to correct a verifiable, reproducible problem within 1 business day (i) after Customer reports such problem to Vendor; or (ii) after detection by Vendor.
- 2. Non-Critical Problem. In the event of a non-critical problem, Vendor will use reasonable efforts to correct a verifiable, reproducible non-critical problem within 5 business days (i) after Customer reports such problem to Vendor; or (ii) after detection by Vendor.
- 3. Exclusions. Vendor's obligations to correct problems, make repairs, provide maintenance or provide other services (the "**Remedial Work**") shall not include:

- A. Remedial work for anything other than to the emsCharts System.
- B. Any remedial work in any way required by or related to the following:
1. Customer or Customer's representative's designs, specifications or instructions
  2. Customer failure to fulfill any of Customer obligations or responsibilities under the Agreement
  3. Failure by Customer to comply with Vendor's written instructions or recommendations
  4. Customer or any Customer's designated third party using or combining any component of emsCharts, and emsCharts Mobile, emsCharts Tablet, with any incompatible product or service that does not properly exchange data with emsCharts
  5. Alteration or improper use of emsCharts by Customer or others
  6. A failure to use or install error corrections, repairs, updates or upgrades or take other reasonable actions recommended by Vendor so that products functions properly
  7. Customer's own hardware, software, equipment or facilities
  8. Design or manufacturing defects in any products or services not made and provided by Vendor
  9. A failure of a Customer local area network or wide area network that prevents the transmission of data intended for review at the destination. This includes any disruptions of Customer telephone lines, Customer ISP connections to the Internet and any electronic delivery systems that constitute the Internet backbone.
  10. Anything beyond Vendor's reasonable control. This includes, but is not limited to, any acts of God, widespread power outages or telecommunication disruptions, and/or the illegal activity of virus writers and/or hackers who deliberately produce material/actions that disrupt the connectivity between Customer and Vendor, including a denial of service attack.
  11. Any planned downtime or maintenance communicated by Vendor to Customer. Communication may include notices on Vendor's web site.

### III. SERVICE LEVEL COMMITMENT

- A. Availability Commitment - Definition and Calculation. emsCharts shall be Available for Customer Usage 98% of the time during any one calendar month. "Available for Customer Usage" means that emsCharts is functioning and is not subject to "Downtime." "Downtime" equals the time during which emsCharts is functioning with a Critical Problem or not functioning due to a Critical Problem. Downtime will commence when Customer notifies Vendor that emsCharts is unavailable for use as a result of a Critical Problem. Downtime will end as soon as the Critical Problem is cured and emsCharts is available for use without a Critical Problem. Vendor will maintain, and provide upon request to Customer, a Services Service Level log documenting Service Level performance including all data required to calculate Availability.
- B. Availability Commitment - Performance and Remedy. In the event that Vendor does not meet its Availability Commitment during any calendar month during the Term, Customer's next monthly invoice shall be reduced by 10% plus an additional 1% for each 1% increment below the Availability Commitment.
- C. Reliability Commitment - Definition and Calculation. Reliability, for purposes of this Agreement, is defined as the number of consecutive calendar months during the Term of this Agreement when the emsCharts Availability Commitment is not met. Vendor will maintain, and provide upon request to Customer, a Services Service Level log documenting Service Level performance including all data required to calculate Reliability.

D. Reliability Commitment - Performance and Remedy. In the event that emsCharts does not meet its Reliability Commitment during the Term, the following remedies will be available to Customer and enforceable at the Customer's discretion:

1. emsCharts does not meet Availability Commitment (regardless of by what %) for two (2) consecutive months: 25% reduction (above Availability remedy) in next monthly invoice.
2. emsCharts does not meet Availability Commitment (regardless of by what %) for three (3) consecutive months: 40% reduction (above Availability remedy) in next monthly invoice.
3. emsCharts does not meet Availability Commitment (regardless of by what %) for four (4) consecutive months: Vendor is in default of Agreement and Customer may exercise any available remedy for Termination at its sole discretion or may take a 50% reduction (above Availability remedy) in next monthly invoice.

E. Reliability Commitment – Liquidated Damages. All remedies provided to Customer are in the form of liquidated damages against Vendor. As noted elsewhere in this Agreement, Vendor has offered this Service Level Agreement and associated liquidated damages as the sole recourse for the Customer in the event of performance problems with or non-performance of emsCharts. All other damages that the Customer may pursue are limited as noted elsewhere in this Agreement.



## Attachment B

### HIPAA Business Associate Addendum

This Business Associate Addendum ("**BAA**"), dated as of \_\_\_\_\_, supplements and is made a part of the Services Agreement (as defined below) by and between Covered Entity (as defined below) and emsCharts ("**Business Associate**").

**WHEREAS**, Covered Entity and Business Associate are parties to the Services Agreement pursuant to which Business Associate provides certain services to Covered Entity. In connection with Business Associate's services, Business Associate creates or receives Protected Health Information from or on behalf of Covered Entity, which information is subject to protection under the Federal Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("**HIPAA**"), and related regulations promulgated by the Secretary ("**HIPAA Regulations**"), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the "**HITECH Act**").

**WHEREAS**, in light of the foregoing and the requirements of the HIPAA, the HITECH Act and HIPAA Regulations, Business Associate and Covered Entity agree to be bound by the following terms and conditions:

#### 1. Definitions.

- a. General. Terms used, but not otherwise defined, in this Addendum shall have the same meaning given to those terms by HIPAA, the HITECH Act and HIPAA Regulations as in effect or as amended from time to time.
- b. Specific.
  - i. Covered Entity. "**Covered Entity**" shall mean all entities, individually and collectively, which have entered into a Services Agreement (as defined below) with Business Associate and are controlled by, or are under common control with the Customer identified in the Services Agreement, directly or indirectly, or in the future control, are controlled by, or are under common control with the Customer identified in the Services Agreement, directly or indirectly. Business Associate shall fulfill each of its responsibilities under this Addendum to each Covered Entity covered by this Addendum.
  - ii. Breach. "**Breach**" shall have the same meaning as the term "breach" in the HITECH Act, Section 13400(1).
  - iii. Electronic Health Record. "**Electronic Health Record**" shall have the same meaning as the term "electronic health record" in the HITECH Act, Section 13400(5).
  - iv. Electronic Protected Health Information. "**Electronic Protected Health Information**" shall have the same meaning as the term "electronic protected health information" in 45 CFR 160.103, limited to the information that Business Associate creates, receives, maintains, or transmits from or on behalf of Covered Entity.
  - v. Individual. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
  - vi. Privacy Rule. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
  - vii. Protected Health Information. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to



the information created or received by Business Associate from or on behalf of Covered Entity.

viii. Required by Law. "**Required by Law**" shall have the same meaning as the term "required by law" in 45 CFR 164.103.

ix. Secretary. "**Secretary**" shall mean the Secretary of the Department of Health and Human Services or his designee.

x. Security Rule. "**Security Rule**" shall mean the Security Standards at 45 CFR part 160 and part 164.

xi. Services Agreement. "**Services Agreement**" shall mean any present or future agreements, either written or oral, between Covered Entity and Business Associate under which Business Associate provides services to Covered Entity which involve the use or disclosure of Protected Health Information, The Services Agreement is amended by and incorporates the terms of this Addendum.

xii. Unsecured Protected Health Information. "**Unsecured Protected Health Information**" shall have the same meaning as the term "unsecured protected health information" in the HITECH Act, Section 13402(h)(1).

## 2. Obligations and Activities of Business Associate.

a. Use and Disclosure. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Services Agreement, this Addendum or as Required by Law. Business Associate shall comply with the provisions of this Addendum relating to privacy and security of Protected Health Information and all present and future provisions of HIPAA, the HITECH Act and HIPAA Regulations that relate to the privacy and security of Protected Health Information and that are applicable to Covered Entity and/or Business Associate.

b. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Services Agreement. Without limiting the generality of the foregoing, Business Associate will:

- i. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information as required by the Security Rule;
- ii. Ensure that any agent, including a subcontractor, to whom Business Associate provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect Electronic Protected Health Information;
- iii. Promptly report to Covered Entity any Security Incident of which Business Associate becomes aware. In addition, Business Associate agrees to promptly notify Covered Entity following the discovery of a Breach of Unsecured Protected Health Information. A Breach is considered "discovered" as of the first day on which the Breach is known, or reasonably should have been known, to Business Associate or any employee, officer or agent of Business Associate, other than the individual committing the Breach. Any notice of a Security Incident or Breach of Unsecured Protected Health Information shall include the identification of each Individual whose Protected Health Information has been or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Security Incident or Breach as well as any other relevant information regarding the Security Incident or Breach.

c. Reporting. Business Associate agrees to promptly report to Covered Entity any use or disclosure of Protected Health Information not permitted by this Addendum of which Business Associate becomes aware.

- d. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate or its employees, officers or agents in violation of the requirements of this Addendum (including, without limitation, any successful Security Incident or Breach of Unsecured Protected Health Information). Business Associate agrees to reasonably cooperate and coordinate with Covered Entity in the investigation of any violation of the requirements of this Addendum and/or any successful Security Incident or Breach. Business Associate shall also reasonably cooperate and coordinate with Covered Entity in the preparation of any reports or notices to the Individual, a regulatory body or any third party required to be made under HIPAA, HIPAA Regulations, the HITECH Act, or any other Federal or State laws, rules or regulations, provided that any such reports or notices shall be subject to the prior written approval of Covered Entity.
- e. Agents. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.
- f. Access to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under the HIPAA Regulations. If an Individual makes a request for access to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within three (3) business days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.
- g. Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to HIPAA Regulations at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity. If an Individual makes a request for an amendment to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within three business (3) days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.
- h. Access to Books and Records. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner designated by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- i. Accountings. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with HIPAA, HIPAA Regulations and the HITECH Act.

j. Requests for Accountings. Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by the Covered Entity, information collected in accordance with Section 2j. of this Addendum, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with HIPAA, HIPAA Regulations and the HITECH Act. If an Individual makes a request for an accounting directly to Business Associate, Business Associate shall notify Covered Entity of the request within three business (3) days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

### **3. Permitted Uses and Disclosures by Business Associate.**

a. Services Agreement. Except as otherwise limited in this Addendum, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA, HIPAA Regulations or the HITECH Act if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

b. Use for Administration of Business Associate. Except as otherwise limited in this Addendum, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

c. Disclosure for Administration of Business Associate. Except as otherwise limited in this Addendum, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

d. Reporting Violations of Law. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1); provided, however, that Business Associate gives Covered Entity at least thirty (30) days prior written notice of its intention to report any such violation of law and the facts or circumstances related thereto.

### **4. Permissible Requests by Covered Entity**

a. Except as set forth in Section 3 of this Addendum, Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

### **5. Term and Termination**

a. Term. The term of this Addendum shall be co-terminus with the Services Agreement. However, the provisions of this Addendum shall continue until all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate of this Addendum, Covered Entity shall either:

i. In its sole discretion, provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, Covered Entity shall terminate: (A) this Addendum; (B) all of the provisions of the Services Agreement that involve the use or disclosure of Protected Health Information; and (C) such other provisions, if any, of the Services Agreement as Covered Entity designates in its sole discretion;

c. Effect of Termination.

i. Upon termination of this Addendum, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

ii. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. If Covered Entity makes a reasonable determination that returning or destroying the Protected Health Information is feasible, Business Associate shall return or destroy the Protected Health Information in the time and manner designated by Covered Entity.

6. Electronic Transaction Standards. To the extent that Business Associate or its products perform all or part of any transaction for which the Secretary has adopted a standard under HIPAA ("**Covered Transactions**") on the Covered Entity's behalf, the following shall apply:

a. Compliance with HIPAA Standards. When providing its services and/or products, Business Associate shall comply with all applicable HIPAA standards and requirements (including, without limitation, those specified in 45 CFR Part 162) with respect to the transmission of health information in electronic form in connection with any Covered Transactions. Business Associate will make its services and/or products compliant with HIPAA's standards and requirements no less than thirty (30) days prior to the applicable compliance dates under HIPAA. Business Associate represents and warrants that it is aware of all current HIPAA standards and requirements regarding Covered Transactions, and Business Associate shall comply with any modifications to HIPAA standards and requirements which become effective from time to time. Business Associate agrees that such compliance shall be at its sole cost and expense, which expense shall not be passed on to Covered Entity in any form, including, but not limited to, increased fees.

b. Agents and Subcontractors. Business Associate shall require all of its agents and subcontractors (if any) who assist Business Associate in providing its services and/or products to comply with all applicable requirements of HIPAA, including without limitation, compliance with 45 CFR Part 162.

**7. Miscellaneous**

- a. Regulatory References. A reference in this Addendum to a section in HIPAA or HIPAA Regulations, or the HITECH Act, means the section as in effect or as amended or modified from time to time, including any corresponding provisions of subsequent superseding laws or regulations.
- b. Amendment. The parties agree to take such action as is necessary to amend the Services Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, HIPAA Regulations and the HITECH Act.
- c. Survival. The respective rights and obligations of Business Associate under Section 5,c. of this Addendum shall survive the termination of the Services Agreement.
- d. Interpretation. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with HIPAA and HIPAA Regulations.
- e. Miscellaneous. The terms of this Addendum are hereby incorporated into the Services Agreement.
- i. Except as otherwise set forth in Section 7.d. of this Addendum, in the event of a conflict between the terms of this Addendum and the terms of the Services Agreement, the terms of this Addendum shall prevail.
  - ii. The terms of the Agreement which are not modified by this Addendum shall remain in full force and effect in accordance with the terms thereof.
  - iii. Each Party to this Addendum hereby agrees and consents that any legal action or proceeding with respect to this Addendum shall only be brought in the courts of the state where the Covered Entity is located in the county where the Covered Entity is located.
  - iv. The Services Agreement together with this Addendum constitutes the entire agreement between the parties with respect to the subject matter contained herein.
  - v. This Addendum may be executed in counterparts, each of which when taken together shall constitute one original.
  - vi. No amendments or modifications to this Addendum shall be affected unless executed by both parties in writing.

**IN WITNESS WHEREOF**, the Parties have executed this Addendum as of the date set forth above.

**Covered Entity**

---

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

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

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

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

**Business Associate****emsCharts**

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

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

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

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



## **Attachment C**

### **Fee Schedule**

The Fee Schedule shown below comprises the fees associated with this Agreement and the emsCharts System. This Fee Schedule is based upon the transport and charting volumes reported by the Customer as of the Effective Date of this Agreement. Future transport volume will be determined through the analysis of the production use of the emsCharts System. Both Parties acknowledge that future quarterly annualized or annual (trailing 12 months of actual volumes) volumes may increase or decrease from the volumes included in this initial Fee Schedule.

As stated within Section 5.1.1 of the Service Agreement, Customer understands and agrees that increases or decreases in these quarterly annualized or annual (trailing 12 months of actual volumes) volumes will result in adjustments in the volume pricing.





## emsCharts Accounts Payable Form

Please fill out the form below, providing current information for invoicing and Accounts Payable for your agency, and return with your signed emsCharts Service Agreement.

### Accounts Payable Contact Information

**Contracted Service Name:**

\_\_\_\_\_  
*What is the name of the EMS Agency that is contracting with emsCharts?*

**Accounts Payable Department:**

\_\_\_\_\_  
*If different from Agency name*

**Address:**

\_\_\_\_\_  
\_\_\_\_\_

**City, State, Zip:**

\_\_\_\_\_

### Invoicing Contact Information (To whom should invoices be sent?)

**Name:**

\_\_\_\_\_

**Email:**

\_\_\_\_\_

**Phone:**

\_\_\_\_\_

*Invoices are sent electronically to the email address provided above.*

### Invoicing Terms

**Frequency (Please check one):**    ☐ Monthly    ☐ Annually

*Annual payments may be eligible for a 5% discount*

**Does your agency require a Purchase Order number on invoices?**

☐ Yes    ☐ No

**If Yes, is the Purchase Order for emsCharts attached?**

☐ Yes    ☐ No

**Please provide any additional information important for proper invoicing to your agency:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## Introduction from emsCharts Sales Team

Thank you for your interest in emsCharts! Attached, please find the emsCharts Service Agreement document for your review. We look forward to having you join our growing family of satisfied emsCharts customers. Below is an explanation of the emsCharts Service Agreement:

**Service Agreement** – the emsCharts Service Agreement is provided as a PDF file. Please complete contact information in Section 11.4 and complete the signature block after Section 11.8 and have an authorized signatory sign the emsCharts Service Agreement. Please forward to emsCharts for review and countersignature. If you require changes to the emsCharts Service Agreement, please request a copy in MS Word for you to make changes and return electronically, pending our approval.

**HIPAA Business Associate Addendum (Attachment B)** – Please review and sign the emsCharts Business Associate Addendum (BAA) and return to emsCharts for counter signature.

**Fee Schedule (Attachment C)** – The emsCharts Price Quote is provided in Attachment C. Please review this document and keep a copy for your records. As stated, this emsCharts Fee Schedule may be adjusted up or down based upon future transport volume. Advanced notification will be provided prior to any adjustment of the emsCharts Pricing Tier.

To expedite processing of your order for emsCharts, please send the following completed documents to emsCharts via Email to [contracts@emsCharts.com](mailto:contracts@emsCharts.com) or via Fax to 724.933.9333:

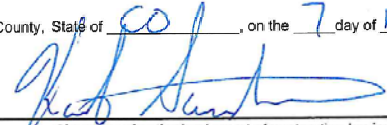
1. Signature Page of emsCharts Service Agreement
2. Signature Page of emsCharts Business Associate Addendum (Attachment B)
3. Accounts Payable Form
4. Tax Exempt Certificate (if applicable)

You may also mail a completed Service Agreement to:

emsCharts  
420 Commonwealth Drive, Suite 200  
Warrendale, PA 15086

We appreciate your business and look forward to working with you. If you have any questions regarding emsCharts or the Service Agreement, please contact emsCharts via Email [sales@emscharts.com](mailto:sales@emscharts.com) or via phone at 866.647.8282. Thank you again for your interest in emsCharts!

## J. Certificate of Interested Parties – Form 1295

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b> <small>1 of 1</small>																							
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b> <b>CERTIFICATION OF FILING</b>																							
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> emsCharts, Inc. Warrendale, PA United States		<b>Certificate Number:</b> 2019-459056  <b>Date Filed:</b> 03/01/2019  <b>Date Acknowledged:</b>																							
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> Williamson County, Texas		<b>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.</b>  1902-296 EMS ePCR																							
<b>4</b>																									
<b>Name of Interested Party</b>	<b>City, State, Country (place of business)</b>	<b>Nature of interest (check applicable)</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center;">Controlling</th> <th style="width: 50%; text-align: center;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>		Controlling	Intermediary																				
Controlling	Intermediary																								
<b>5 Check only if there is NO Interested Party.</b> <input checked="" type="checkbox"/>																									
<b>6 UNSWORN DECLARATION</b>																									
My name is <u>Kurt Sandstrom</u> , and my date of birth is <u>2-17-70</u> .																									
My address is <u>11802 RIDGE PARKWAY</u> , <u>BROOMFIELD</u> , <u>CO</u> <u>80021</u> <u>USA</u> . <small>(street) (city) (state) (zip code) (country)</small>																									
I declare under penalty of perjury that the foregoing is true and correct.																									
Executed in <u>BROOMFIELD</u> County, State of <u>CO</u> , on the <u>7</u> day of <u>MARCH</u> , 20 <u>19</u> . <small>(month) (year)</small>																									
 _____ Signature of authorized agent of contracting business entity (Declarant)																									

Forms provided by Texas Ethics Commission

www.ethics.state.tx.us

Version V1.1.28ab6150

## K. Additional Features and Functions

### Offline Field Documentation Options

There are many ways to document the patient or fire incident in emsCharts. The electronic patient care records can be entered directly through any web browser, a Windows based application, or an iOS/Android application. Descriptions are:

1. Mobile (Windows OS)
  - a. emsCharts Mobile is an offline documentation tool to facilitate the documentation process for high volume services on a Window device. Functionality includes:
    - i. Offline functionality for 100% access to ePCR documentation
    - ii. Signature capture for compliance
    - iii. View inline required/recommended fields configured from the SaaS
    - iv. Quick Action Buttons
      1. If Online:
        - a. Look up frequent flyers
        - b. Import CAD data
    - v. One click upload, sync, and post to emsCharts.com
2. Tablet (iOS / Android OS)
  - a. emsCharts Tablet is offline documentation on an iPad or Android device. Features of emsCharts Tablet are:
    - i. Offline field documentation
    - ii. Signature capture
    - iii. Driver's License Scanner
    - iv. Picture storage in the application and auto-attach online for HIPAA compliance
      1. If Online:
        - a. Look up frequent flyers
        - b. Import CAD data

NOTE: Both Mobile and Tablet are reference because departments have the option to use different documentation platforms for difference delivery models. For example, Tablet (iPad) is very effective for BLS or event medicine due to cost effectiveness and ease of use

### CARES Registry

emsCharts will be submitting to Cares by Q1 2019

### CAD data Import

emsCharts complies with this requirement.

1. emsCharts provides a Dispatch audit log which display missing ePCR based on CAD data
  - a. Items are color coded for easy identification
  - b. Yellow – Missing ePCR
  - c. Blue – CAD import not used
  - d. No color – correct

2. Raw CAD data is available in Analytics
  - a. Access to raw data is important so users can access data without having to go through dispatch center
  - b. Dashboards are created for compliance reporting

E180169117	09/16/18 09:07	781						
E180169117	09/16/18 09:08	783		09/16/18 09:08	MRTSA 783	Treated, Transported	S2	53011125
E180169155A				09/16/18 10:19	MRTSA 781	Treated, Transported	S2	53007353
E180169155	09/16/18 10:20	783						
UNK				09/16/18 10:20	MRTSA 783	Treated, Transported	S1	53008230
E180169199	09/16/18 11:54	782		09/16/18 11:54	MRTSA 782	Treated, Transported	S1	53006053
E180169240	09/16/18 12:53	781						
E180169155	09/16/18 12:54	781						
E180169240	09/16/18 12:54	783		09/16/18 12:54	MRTSA 783	Treated, Transported	S2	53011774
E180169242	09/16/18 12:57	781		09/16/18 12:57	MRTSA 781	Treated, Transported	S1	53008332

**i Total CAD Records: 11 Total PCR Count: 8**

**Key**

	CAD record with no chart
	Chart with no CAD record
	CAD record and chart

## emsHIE Executive Summary

Golden Hour and emsCharts are pleased to support Williamson County hospitals with the emsCharts emsHIE (Health Information Exchange) platform solution. emsHIE collects and aggregates EMS (Emergency Medical Service) patient transport data with hospital EMR systems through a bidirectional interface using industry standard formats. This agnostic approach is a total solution for hospitals as a single presence on their network for an easy to implement and manage solution.

The information exchanged by emsHIE includes patient demographics, payor information, and patient outcomes. This data is transmitted through a secure, HIPAA compliant interface that uses HL7 data and national EMS dataset standards. Based on our demonstrated experience of transmitting over 10 million transactions annually through our emsHIE platform, Golden Hour / emsCharts are uniquely qualified and confident that our proven approach, operational processes, premier level of transport software, and ongoing services will result in significant benefit to Client. emsHIE will result in operational efficiency and cost reduction while improving the level and quality of patient care and handoff from EMS transport to the hospital.

This emsHIE Proposal outlines the services which comprise the Golden Hour / emsCharts emsHIE platform and includes the pricing associated with both implementation and ongoing support throughout the Client health system.

## **Integrating to hospitals: Today's Challenge**

Most EMS agencies either print or fax an ePCR (Electronic Patient Care Record) to the receiving facility after they have transported the patient. This affects many departments in the hospital which causes significant delays in communicating vital information to healthcare providers, medical records, and registration systems. emsCharts emsHIE improves process and efficiencies in many departments. These are:

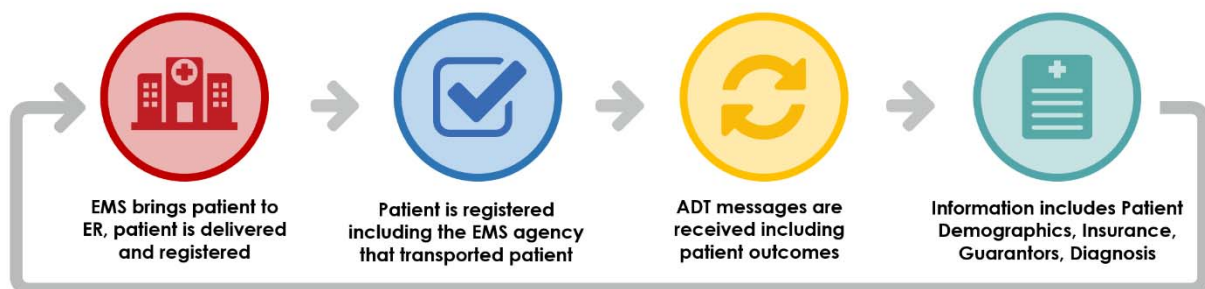
- Registration
  - Minimize disruption to normal workflow registration process
  - Eliminate manual processes with gaps in data quality and communication
  - Reduce cost of paper and ink
- Compliance
  - Automate exchanging data between prehospital ePCR is in the EMR
  - Reduce risk of HIPAA breach with paper processes
- Platform Solution
  - Operationalize emsHIE data be connect single facilities or multiple facilities in one data feed
- Registry
  - Increased visibility into the ePCR for registry documentation
  - Provide automatic, HIPAA compliant, outcome information back to the prehospital providers for loop closure
  - Eliminate time consuming process to extract data for registry (trauma, stroke, STEMI, etc.) accreditation
- Clinical
  - Increase visibility to the prehospital treatments and therapies
  - Reduce potential delays in care with lack of prehospital data
- Safety
  - Increase communication with handoff of clinical information
  - Reduce risk of missed or duplicated prehospital procedures/medications administered
- Medical Records
  - Reduce costs by reassign resources who convert paper to electronic and attaching to hospital EMR
- Quality
  - Ability to do quality metrics on efficacy of prehospital therapies
  - Ability to track and coordinate appropriate therapies administered by prehospital providers related to p
- Education
  - Ability to provide empirical data to support new clinical initiatives or protocol changes
  - Ability to evaluate prehospital therapies related to patient hospital outcomes



- Service to Public Safety
  - Improve relations with public safety by providing billing and quality metrics for sustainability
  - Reduce hallway time of ambulances and fire departments waiting to obtain face sheets
  - Allow ambulances and fire departments to get back in service faster to serve their community
- Cost to EMS
  - Decrease cost of Paper, Faxing, Ink, etc.
  - Reduce billing delays
  - Reduce cost of resources obtaining secondary information for billing
  - Reduce cost of gas and crew time obtaining face sheets
  - Reduce cost of process in follow up and quality initiatives
  - Reduce cost and risk of extended back in-service times
- 3<sup>rd</sup> party emsHIE Solution
  - Connect 3<sup>rd</sup> party ePCR vendor through emsHIE data feed using nationally standard file formats (NEMSIS 3.0 or higher XML)
  - Provide login for 3<sup>rd</sup> party ePCR vendors to view demographic, payor, and outcome information

Hospitals are currently paying for infrastructure to manually perform the tasks above. That infrastructure has costs associated with process or lack of. Approximately every 7,000 ePCRs brought to a facility costs the hospital about one FTE in of hospital infrastructure and resources. Automating this process saves the hospital significant infrastructure, resources, and money.

Value Proposition: The cost of emsCharts emsHIE will is less than what you are paying in your current infrastructure. In addition, you place an automated, reliable, consist process to operationalize the exchange of data between hospital and EMS/fire departments.

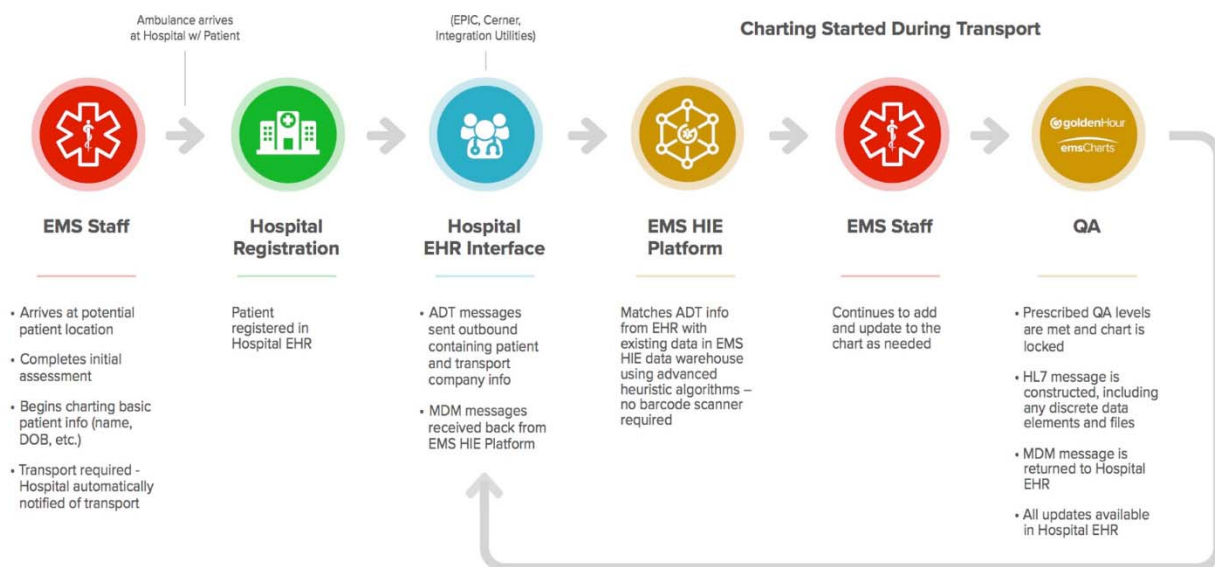


### Admissions, Discharges, and Transfers

- ADT-A01 – patient admit
- ADT-A02 – patient transfer
- ADT-A03 – patient discharge
- ADT-A04 – patient registration
- ADT-A05 – patient pre-admission
- ADT-A08 – patient information update
- ADT-A11 – cancel patient admit
- ADT-A12 – cancel patient transfer
- ADT-A13 – cancel patient discharge

## Value to the Hospital

- Increased JCAHO and registry compliance by having the prehospital ePCR, data, and images available in the hospital EHR
- Increased patient safety by having prehospital ePCR data available in the hospital EHR for physician access
- Operationalizing and automating to eliminate manual processes
- Improve relations between hospital and EMS by providing data for billing and quality metrics
- Elimination of paper and manual processes



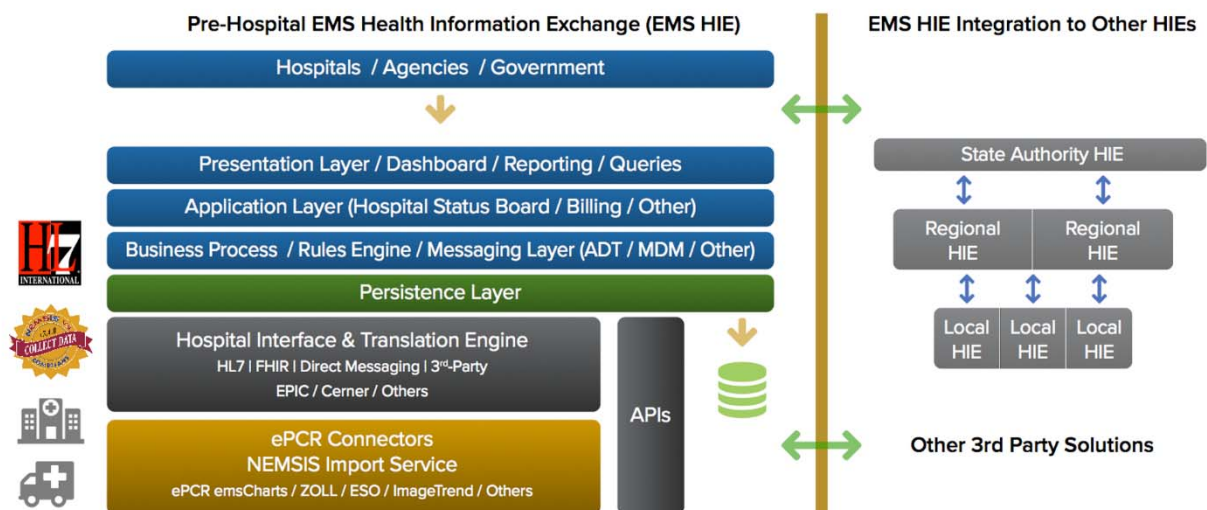
## Value to the EMS community

- Receive accurate patient demographic and insurance information
- Elimination of paper, face sheets, and manual processes
- Increase quality care by access to clinical metrics on outcome & disposition data
- Automated loop closure with patient outcomes
- Quicker ambulance turn-around times back to the community after patient delivery

## emsCharts emSHIE Technology Infrastructure

The emSHIE platform is hosted within the Amazon Web Service (AWS) cloud-based environment. Golden Hour retains backups on redundant servers as well as weekly full backups with nightly incremental backups. All backups are stored in an encrypted format. Weekly backups are moved to a remote secure storage facility by a HIPPA compliant licensed data backup vendor. A grandfather-father-son rotation methodology is used as recommended by NIST standards.

The following provides a high-level illustration of the Golden Hour platform's SaaS model utilized for the full suite of Golden Hour and emsCharts products.



The emsHIE platform is comprised of multiple technology components designed to provide ease of implementation and interoperability with other hospital systems, state and local Health Information Exchange not affiliated with emsCharts, and ongoing configuration to adapt to new and emerging industry standards as needed.

## emsHIE Messages and Workflow

Once the patient is delivered to the hospital the emsHIE platform includes the following key messaging formats and workflow:

- 1) ADT** – Admission message including MRN (Medical Record Number), patient demographics, and billing data to be imported to the emsCharts ePCR before emsCharts chart closure to ensure quality information is used. Once linked via the MRN number, AO8 messages are used to update existing data on the ePCR
- 2) MDM** – emsCharts sends ePCR data back to the EMR upon emsCharts ePCR completion. Message includes, but not limited to HL7 data, Base-64 encoded PDF, and images of emsCharts ePCR information, and custom OBX Segments.
- 3) Emergency Room Dispositions / Outcomes** – Final discharge status (Emergency Room or Hospital) are received to the emsCharts Follow Up page to allow EMS agencies to evaluate their treatment protocols and procedures for quality assurance and improved patient care. This is also assists with the accreditation process for Stroke, STEMI, Trauma, and state registries.
- 4) 3<sup>rd</sup> Party Import** – emsCharts can import NEMSIS 3.0 or higher data from 3<sup>rd</sup> Party EMS ePCR vendors and import through the emsHIE engine. Data is matched and routed to the hospital EMR for compliance. EMS agencies submitting 3<sup>rd</sup> party data through emsHIE are provided a portal to view outcome information and export data.

## emsHIE Overview and Proposed Solution

The Golden Hour EMS Health Information Exchange (emsHIE) Platform provides bidirectional pre-hospital data exchange between the EMS services and the Hospital's Electronic Health Records (EHR) via standardized industry standard formats. The goal is to bring together and integrate data from all available pre-hospital systems and data sources with the hospital's EHR in a near real time, automated and reliable fashion. This data can include important patient demographics, payor/billing information, and clinical outcomes which allows EMS and hospital personnel to remain focused on patient care.

emsHIE is an automated, time saving solution that works with any ePCR to seamlessly to provide a total solution to the hospital or health system. The emsHIE engine will import vital patient information with interventions to the hospital EHR for high availability of data to support the continuity of care. This will eliminate manual, time-consuming processes which improves compliance and patient safety. The emsHIE platform from Golden Hour / emsCharts currently processes over 15 million transactions annually for health system and EMS customers. Based on our demonstrated performance, emsHIE is a proven technology solution that solves significant gaps in the information exchange between EMS services and health systems.

