Williamson County
Electronic Patient Care Reporting

Prepared by ESO Solutions, Inc.
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June 23, 2022

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Cover Letter

June 23, 2022

William County EMS,

This package represents our response to Williamson County's request for an electronic patient care reporting system as described in their request for proposals.

ESO is very excited to continue to work with Williamson County. We are confident that your vision and our vision are very much in alignment as we work together to drive research and data-driven initiatives for improved patient care.

At our core, we are a very mission-driven organization. Our mission is to improve community health and safety through the power of data. We love working with organizations that truly understand the value of data. We have a long, successful history in healthcare and public safety, beginning back in 2004 when the company was founded. Today, we are the largest developer of purpose-built software for EMS and fire.

You will have the strength and passion of all of ESO on your side. We are currently north of 350 employees strong, with thousands of customers across North America. We have resident expertise in clinical, operational, and technical aspects of healthcare and public safety.

We are prepared to offer our Electronic Health Record (EHR) product at the quoted price of $368,773. We can guarantee the costs associated with this proposal are fixed and inclusive of the products and services necessary to enhance your operations.

Travis Winzeler is the Regional Account Executive leading this effort and can be contacted at travis.winzeler@eso.com or by phone at 713-819-4292.

As I've stated above, we firmly believe we are the right choice for Williamson County. We want to grow and evolve with you over the years – lending our expertise, knowledge, and passion to your mission to promote and protect the quality of life by delivering services of value to the community.

The signatory has the authority to bind the firm in agreements.

Sincerely,

Allen Johnson
Chief Product Officer
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Table of Contents

ESO Product Offerings

ESO strives to provide a first-class experience for our customers and offer software that fits with their unique needs. In preparing this proposal for Williamson County with respect to your need for a records management system, we present the following approach to the project:

ePCR for EMS:

ESO Electronic Health Record (EHR) captures critical patient care information through a flexible workflow and user-friendly features. EHR is NEMSIS v 3.3.4 and 3.4 compliant and submits electronic patient care data to the state on behalf of our customers.

As depicted in the diagram below, ESO offers an integrated suite of software products for EMS agencies, fire departments, and hospitals that are transforming the way responders collect, share, report, and analyze critical information to improve community health and safety. These products include:
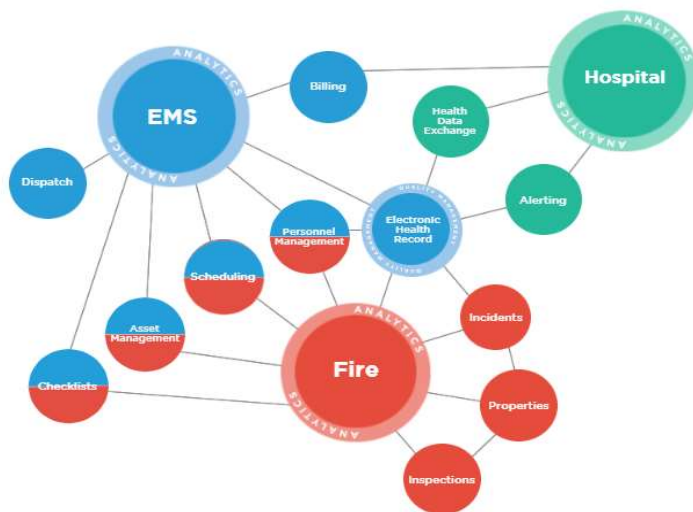
ESO EHR: ESO EHR makes it easy to produce quality EMS clinical documentation through a flexible workflow and user-friendly features. EHR is NEMSIS v 3.3.4 and v 3.4 compliant and submits electronic patient care data to the state on behalf of our customers.

ESO Analytics: ESO Analytics makes complex data accessible for all with one-click reporting for clinical, operational and core measures. ESO Analytics integrates with EHR, Fire Incidents and HDE.

ESO Personnel Management: ESO Personnel Management conveniently records and stores personnel information, training courses, education history, immunizations and more within a single application.

ESO Quality Management: ESO Quality Management provides a process to evaluate and elevate clinical and operational performance to a higher standard.

ESO Quick Speak: ESO Quick Speak enables EMS field providers to communicate with non-English speaking patients.

ESO Health Data Exchange (HDE): ESO Health Data Exchange (HDE) enables secure data sharing between EMS and hospitals along the continuum of care. HDE gives EMS the power to increase efficiency, advance quality and improve patient care.

ESO Patient Tracker: ESO Patient Tracker provides early awareness for incoming patients to hospital facilities, access to the EMS patient care report and the ability to perform side-by-side comparisons of care provided by EMS and hospitals.

ESO Alerting: ESO Alerting delivers a configurable application for EMS and hospital administrators to communicate during time sensitive emergencies securely and efficiently.

ESO Fire Incidents: ESO Fire Incidents captures data on critical fire events and automatically submits NFIRS compliant reports into state repositories. Fire Incidents integrates seamlessly with EHR and Personnel Management.

ESO Fire Properties and Inspections: ESO Fire Properties and Inspections easily collects and manages the data fire departments need to successfully develop pre-plans and conduct inspections.

ESO Asset Management: ESO Asset Management delivers robust workflow tools including granular notifications, assignments, and asset tracking to keep departments in-tune with their equipment, gear, and other key assets.

ESO Checklists: ESO Checklists provides easy-to-use digital checklists to capture current condition of vehicles, equipment, places, and people.

**ESO Scheduling:** ESO Scheduling combines automated employee scheduling, time and attendance, overtime control, request management and messaging into one easy to use tool.

KEY EHR FEATURES

From the Mobile Home page, users see a dashboard to view messages, see a count of records in that status center and can pre-enter the crew for that shift. The user can also start a new record directly from this page.
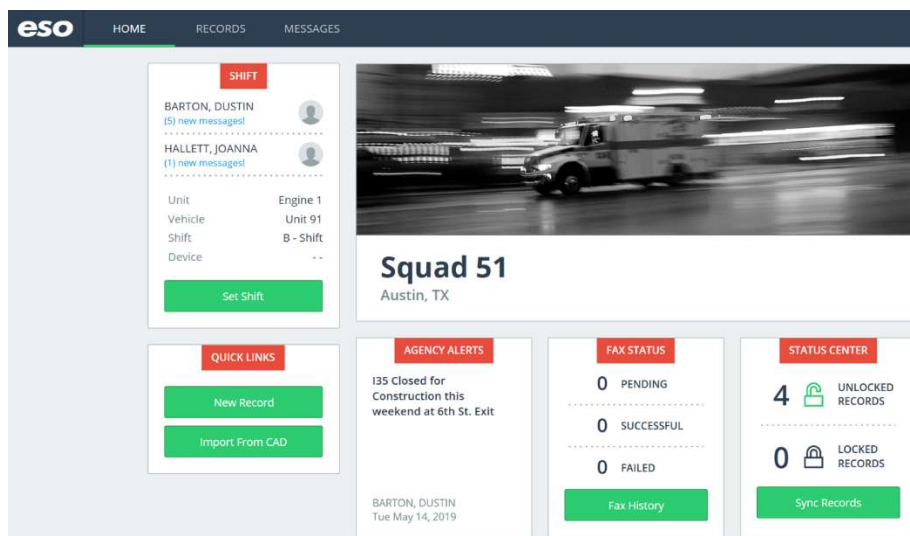
From the EHR Landing page, users add new calls (and may run multiple calls at once) as well as print/fax/email calls or upload files as attachments.
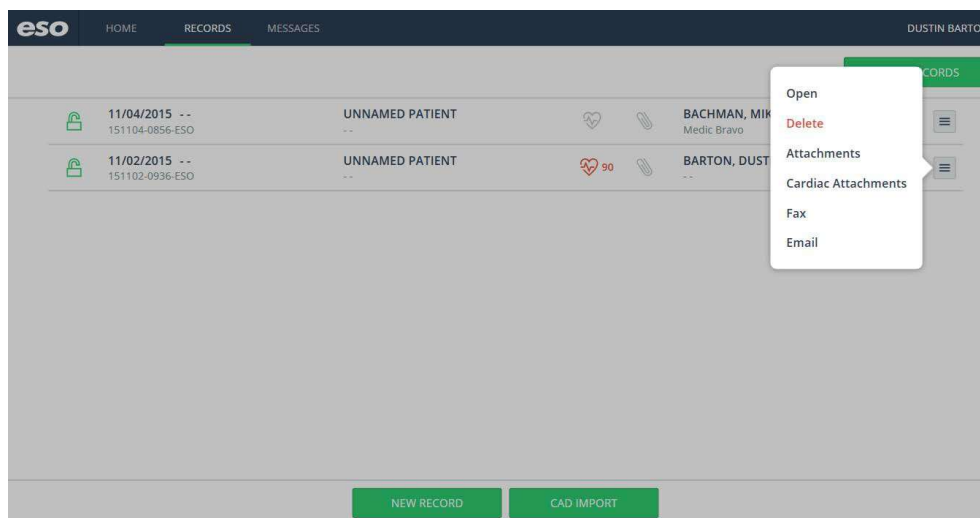
The Incident Details page provides a simple place for incident data entry and CAD import. With quick picks that allow for quick data entry and a left side navigation panel, the user can work thru the application swiftly and efficiently.

The Patient Info page includes a patient lookup feature, which populates the patient's demographic information, history, medications, and allergies, along with his or her billing information, from the last call.
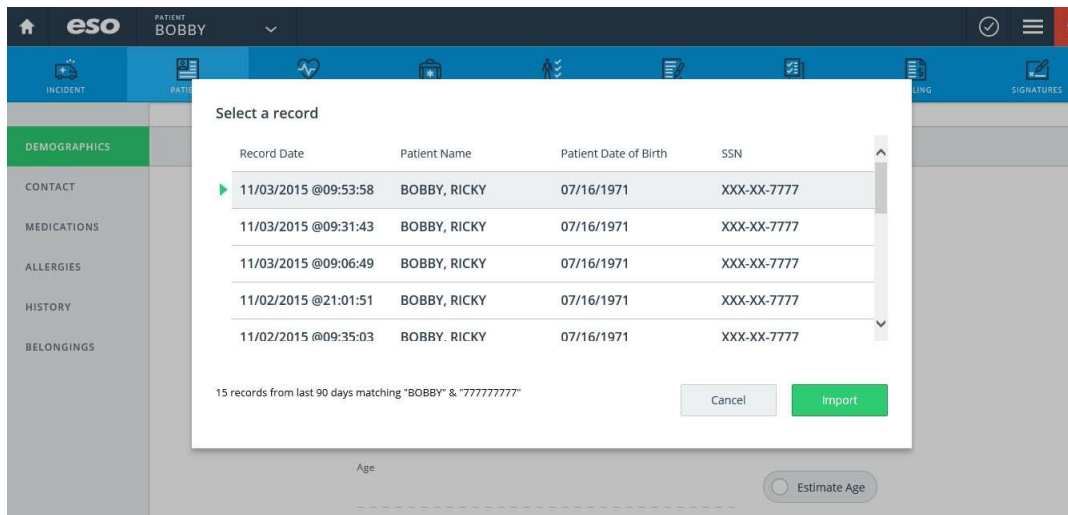
ESO's Quick Treat feature allows end users to time stamp events, including vital signs, without having to leave their place within the record. Additional Quick Treat buttons are included in the General and Meds tabs.
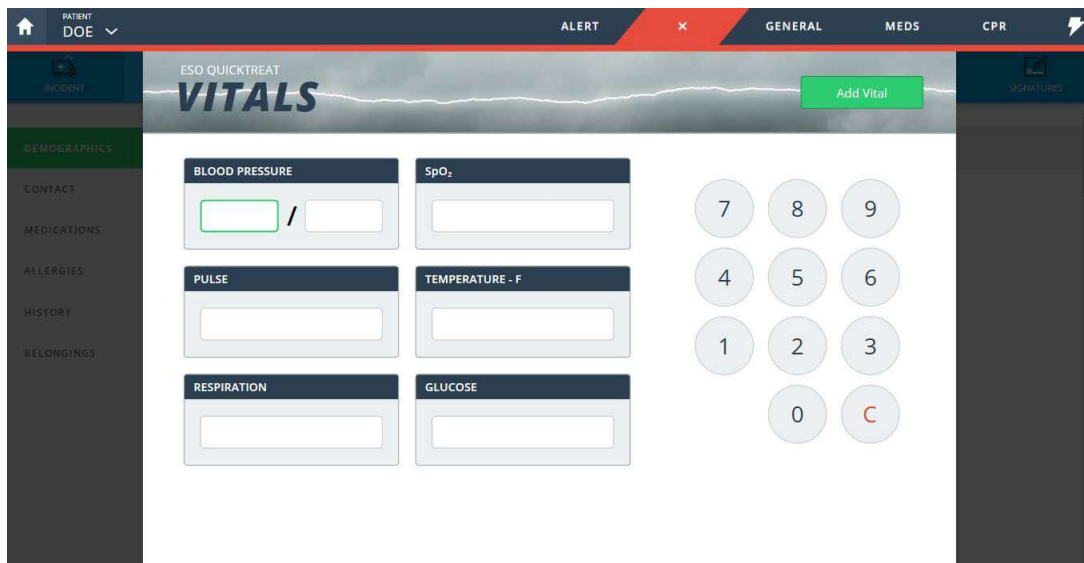
Quick Treat CPR allows users to time stamp resuscitation events as they occur. Events that occur multiple times in the code are indicated by a counter in the corner of each item. All events entered through Quick Treat are editable in the main flowchart treatment area.

On the Assessment Details page, ESO uses toggle switches that allow a user to easily indicate a positive or negative finding based on a simple click to the left or right. All information populates the assessment grid.

Assessment input options on the anatomical figures include a point and place injury process. This injury placement also populates the assessment grid.
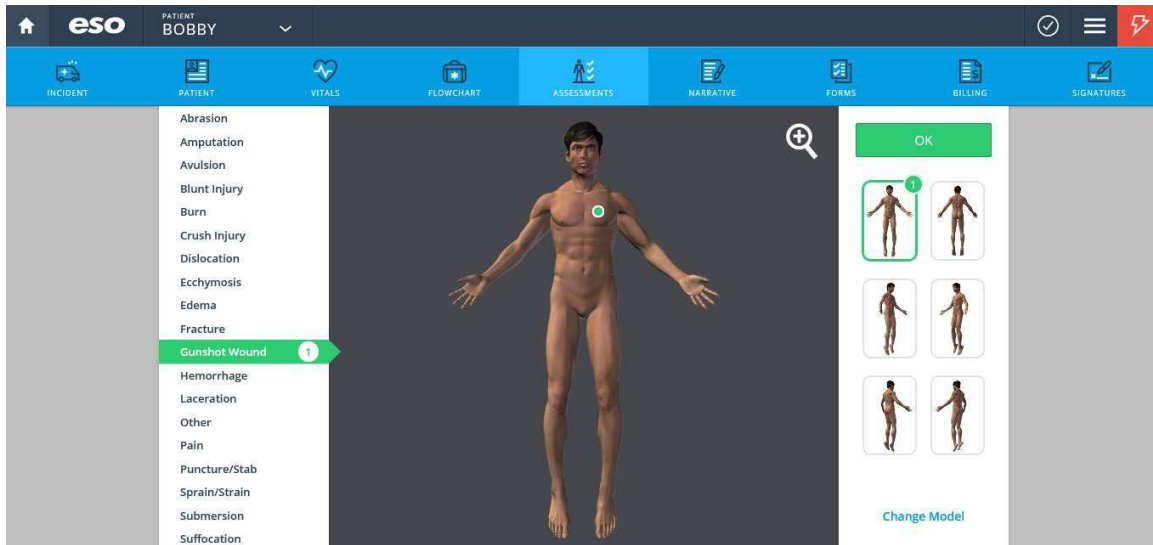
ESO's Specialty Patient forms are templates designed to enable end users to focus documentation on specific patient types.
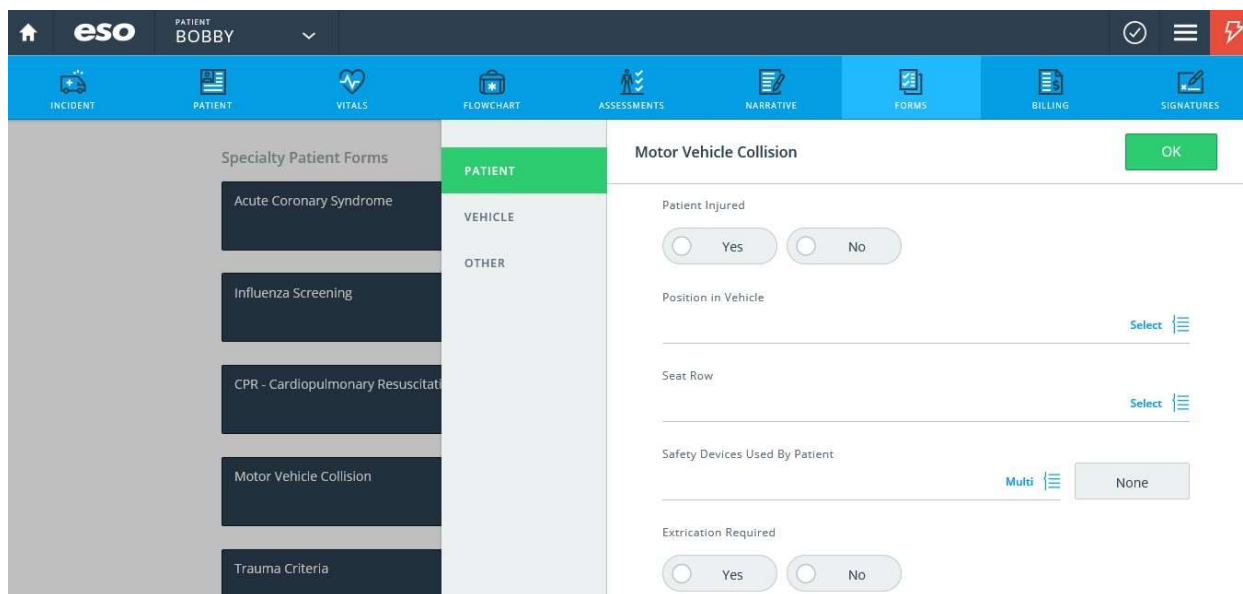
ESO EHR accepts onscreen Signatures for multiple purposes.
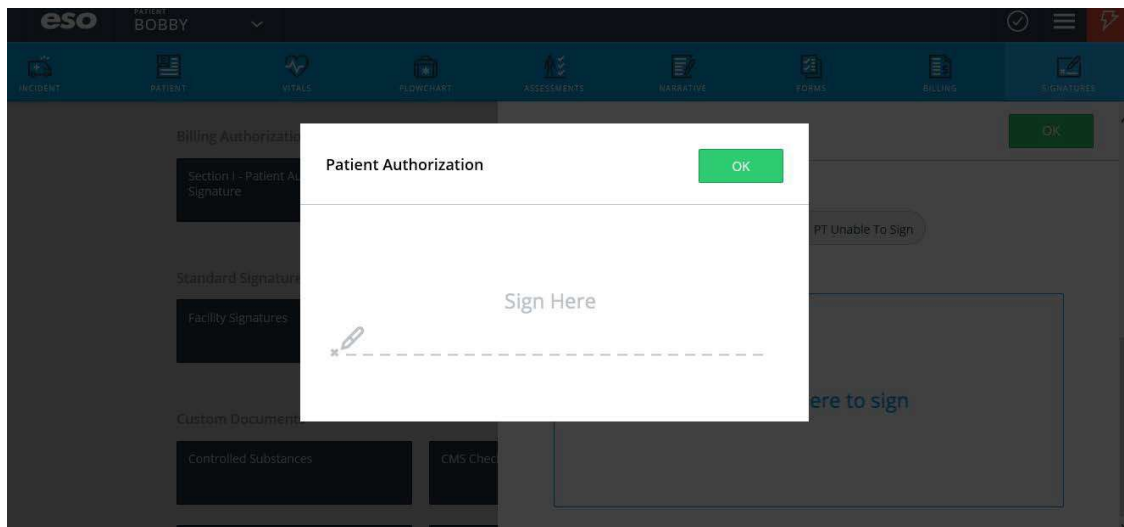
Driver's License Scanning allows a user to import a patient's demographic information directly from their driver's license.
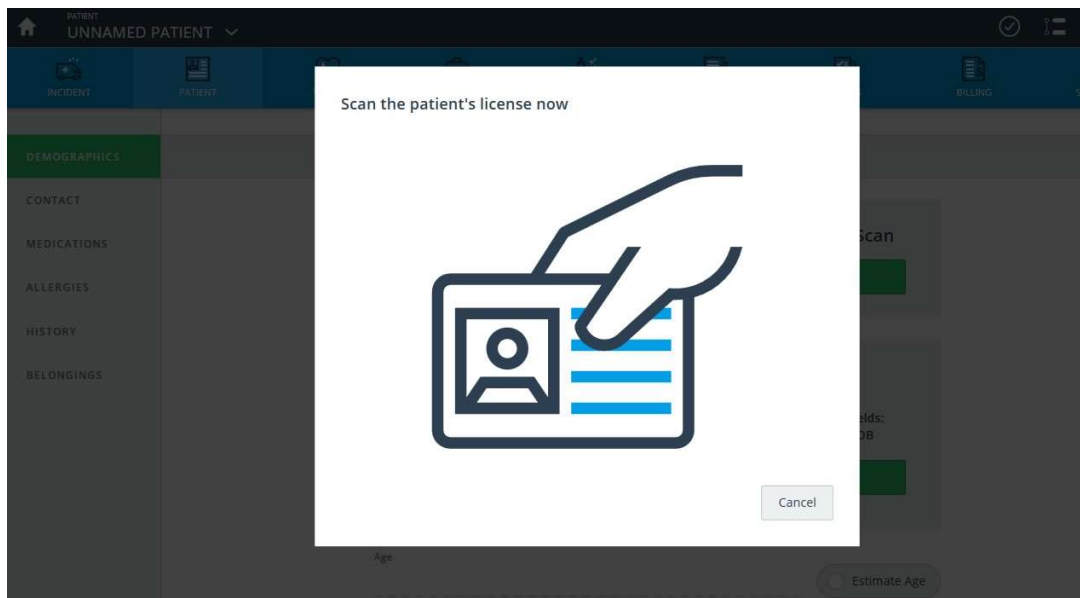
Patient Outcome Data available to the providers from the ESO landing page.

Other EHR Features

Reporting

ESO's Analytics lets users drill down into the data they collect in the field. Reports span the spectrum with everything from 12-lead ECG performance to turnaround times and opioid data. Users can filter and customize reporting so that everyone from basic users to data experts can find insight in the information they collect each day.

The future vision of ESO Analytics will be a single reporting experience allowing the user a simple point and click multi-panel dashboard creation for easy and accessible self-service reporting to explore data and uncover insights. A vast visualization library offers chart types beyond the standard bar and line including control charts, box and whisker plots, and a calendar heatmap. Threshold alerts enables you to stay on top of your most important KPIs from your dashboards. Predictive analytics using trend lines allow you to visualize and plan for future events. ESO's global library of reports validated by ESO clinical experts will allow users to quickly find reports or easily modify and edit them to suit their needs then quickly schedule or share a report to other users.

CARES

ESO has an extract process set up with the CARES registry. Upon approval by CARES, ESO can send cardiac arrest data electronically on your behalf. Within the ESO software, we have a CPR form that collects the CPR data and can be mandated for completion when a patient has received CPR or has been documented as being in cardiac arrest.

Mobile Integrated Health (MIH)

Built-in to the current ESO EHR is the ability to track MIH patients. The following pages outline how the current application allows for monitoring. This is all part of the EHR package and is included at no additional cost.

Use the Referral form to identify patients who should be included in the program.

A report can be scheduled to find any patients that have been documented as requiring follow-up.

The MIH-Referral follow-up can be a mandatory validation.

MIH-Visit

When seeing a patient as part of your MIH program, use the Run type of MIH Visit to document the encounter.

Reporting

Prior to the visit, a report can be run to see details of past encounters with the patient to help identify the needs.

Go to Ad hoc, Global Reports/MIH.

Enter the date range and the patients name (last name, first) to see the results.

Dispatched Time between 6/1/2017 and 11/6/2019
And Patient Name equal to Bobby, Ricky

Run   Run and Hide Parameters

Patient Name	Total Visits	Total Time (min)
BOBBY, RICKY	1	35865

Incident Date	Incident Number	Patient First Name	Patient Last Name	Phone - Cell	Patient Age	Address 1	City	Zip-Postal Code	Gender	Race	Ethnicity	Physician First Name	Physician Last Name
9/12/2019 10:22:51 AM	190905-1005-SALES	RICKY	BOBBY		44 Years, 9 Months, 19 Days	3300 neal st	austin	78702	Not Reported				

Primary Payer	Medicare Name	Medicaid Name	Primary Insurance Company Name	Other Primary Insurance Company Name	Primary Policy Number	Primary Group Number	Secondary Insurance Company Name	Other Secondary Insurance Company Name	Secondary Policy Number	Secondary Group Number	Is Injury work related	Employer Name	Employer Contact Name	Employer Phone
Insurance			Cigna		55353534	42424					No			

Patient Medical History	Patient Medical History Comment
Amblyopia	
Amputee	
Anemia	
Bronchitis Chronic	
Chronic Kidney Disease	
Congestive Heart Failure (CHF)	cpap works well at 14 cm h20

Patient Allergy	Patient Allergy Comment
Acetaminophen	
Actos	
Adhesive Tape	
Advair	
Carrot allergy	

Patient Medications	Patient Medications Comment
Acetazolamide	
Deltasone	
Desyrel	
Gabapentin	
Gabarone	
Gemfibrozil	
Other	
Rapaflo	
Reglan	

Dispatched Time	Chief Narrative
9/12/2019 10:22:51 AM	Patient being seen for non-compliance with CHF meds.

System Architecture

ESO's software architecture is a three-tier environment at the user interface, application and data layers. Our solution is hosted by Microsoft Azure who provides disaster recovery capabilities. As a SaaS application, server storage and hardware requirements are not applicable. Minimum download speeds of 10Mbps and 2Mbps upload are required.

ESO maintains the system 24/7/365 with an uptime of over 99.99%. ESO stores data in real-time and uses load balancers to manage user activity and maintain system performance. All data is stored indefinitely unless specifically requested to purge making all data available for access and reporting at any time.

ESO provides Analytics and ad hoc reporting tools where there are over 500 pre-built reports and the ability to create your own. In addition, ESO has the ability to send an xml file to a secure ftp folder in real time, if Williamson County would like to create their own database and store this data locally in order to use your own BI tool for analysis.

As described in the Timeline and Work Plan section, ESO's Implementation Team will walk you through the entire process. Once Williamson County goes live, the support team becomes responsible for assisting with any questions. The sample implementation plan indicates the responsibilities of Williamson County employees in the implementation process.

The diagrams below models ESO's network architecture.

Browser

Browser or Rich Client

SSL:TLS

Internet

VPN Gateway

IPSec Tunnel

Datacenter Edge Firewall

DDoS Protection
Virtual Network Isolation

Hospital EHR System

ESO Private VNET Firewall / WAF

IP Blacklisting
Regional IP Blocking
Stateful Layer 7 Inspection

SSL : TLS

FTPS
SFTP

Reverse Proxy
Load Balancer

IPSec
Tunnel

Production Domain

Private Production Domain
Redundant Domain Controllers
Nightly Server Backups

VPN Gateway

Reverse Proxy

Reverse Proxy

SSL:TLS

SSL:TLS

WWW
Load Balancer

API
Load Balancer

MLLP: HL7

SSL:TLS

SSL:TLS

Web Cluster

API Cluster

SSL:TLS

HDE Cluster

HL7

Gateway

FTP

SSL:TLS1.2

SSL

PHI Compartment

Availability Group

Recovery Point Objective (RPO)
15 Minutes

Recovery Time Objective (RTO)
8 Hours (Catastrophic)

Primary

Replica

Replica

Replica

Replica

Sync
Sync
Async
Async

Storage Cluster

Zone Redundant
3-Copies within same US datacenter
Geo-Redundant
3-Copies in alternate US datacenter
Encrypted
Storage Level Encryption (AES-256)

eso   Confidential and Proprietary

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Requirements Matrix

Below is ESO's response to the requirements listed in the RFP.

Req #	Requirement Met? (Y/N)	If yes, how does your product meet the requirement?
CP1	N	ESO provides over 1000 configurable fields, lists, and validations to provide for customization and configuration within our EHR platform but does not allow for user-defined customization at this time.
CP2	Y	As stated above, most lists in EHR are configurable and sortable.
CP3	Y	This is provided via ESO Analytics and Insights reporting platforms.
CP4	Y	ESO provides data migration of NEMSIS data from previous ePCR vendors, if necessary, with applicable costs.
CP5	Y	ESO provides a data extract of all records via secure FTP transfer if purchased.
CP6	Y	This is provided with ESO Health Data Exchange
CP7	Y	ESO is already in pre-compliance for NEMSIS 3.5
CP8	N	Please see response to CP1. ESO provides a multitude of training resources for users to better understand how to use EHR.
CP9	N	While there is an Outcome Portal provided via Health Data Exchange in a customer's instance of esosuite.net for all Outcome data to be viewed, no notifications outside the ESO web application is available at this time.
CP10	Y	ESO provides a mobile and web application for EHR that can be managed by county IT at all times if necessary.
CP11	Y	All NEMSIS-required fields and lists are static and set to NEMSIS values in EHR. Most lists are configurable to allow for the proper choices to be displayed.
CP12	Y	ESO provides this CAD interface for Williamson County today.
CP13	Y	ESO EHR accepts data from all 12-lead cardiac monitors. Other devices would need to be evaluated to determine what data could be imported.

Req #	Requirement Met? (Y/N)	If yes, how does your product meet the requirement?
CP14	Y	ESO EHR accepts data from all 12-lead cardiac monitors to be imported into Vital Signs and Flowchart.
CP15	N	ESO does not provide any other integration from other patient care devices at this time but will be happy to evaluate what devices the customer may wish to integrate.
CP16	Y	ESO uses Health Data Exchange to connect to HIE's as well as hospital systems.
CP17	Y	Using ESO Patient Tracker and Health Data Exchange.
CP18	Y	ESO provides all extract reporting for our customers.
CP19	Y	ESO provides all extract reporting for our customers.
CP20	Y	Using ESO Analytics and Insight reporting platforms.
CP21	Y	This is provided using ESO Analytics and Insights reporting platforms where multiple roles and permissions are available from Viewer to Designer of Reports.
CP22	Y	Pursuant to answer for CP5 – ESO provides a data extract via secure FTP that can then be consumed into any other software for further reporting capabilities.
CP23	Y	Using ESO Analytics and Insights reporting platforms.
CP24	N	While ESO EHR provides a patient lookup feature that spans the last 150 days for previously run calls to import Patient data, we do not currently provide any sort of "EMR" or master patient record.
CP25	Y	Using ESO Analytics and Insights reporting platforms.
CP26	Y	Using ESO Insight reporting platform. All outer joins are capable
CP27	N	Functionality will be available in Q3 2022 to write SQL directly to your agency specific data warehouse
CP28	Y	Using ESO Analytics and Insight reporting platforms.
CP29	Y	Using ESO Analytics and Insight reporting platforms. All Outcome data is available for reporting as well.

Req #	Requirement Met? (Y/N)	If yes, how does your product meet the requirement?
CP30	Y	ESO is roles and permissions based.
CP31	Y	Available using EHR, Quality Management, and Analytics/Insights.
CP32	Y	ESO uses MS Azure.
CP33	Y	Any changes made in Admin take effect on the web and mobile (upon update) applications.
CP34	N	Please see answer to CP1.
CP35	N	Please see answer to CP1.
CP36	N	Please see answer to CP1.
CP37	Y	Using ESO Quality Management (QM).
CP38	Y	ESO QM is non-discoverable and not tied directly to the chart it references.
CP39	Y	ESO provides multiple categories for tracking in QM as well as in Analytics.
CP40	N	As of today each QM review is subjective by the reviewer, however ESO has plans to upgrade this feature in early 2023.
CP41	Y	ESO provides three different permission-based arms for review, as well as hierarchal permissions within those arms.
CP42	N	As of today ESO provides manual filtering for review criteria, however ESO has plans to upgrade this feature in early 2023.
CP43	N	ESO does not allow for user-defined labeling of fields.
CP44	Y	Available in QM.

Req #	Requirement Met? (Y/N)	If yes, how does your product meet the requirement?
CP45	N	ESO offers filter criteria in all applications but does not allow for user-defined filter capability.
L1	Y	Agency Mobile version along with last update are available. ESO pushes out all version updates and also has audit log reports to show login times and access to charts.
L2	N	ESO does not currently provide a customer portal to track enhancement requests but is working on providing this function in the future.
L3	Y	Via Analytics and Insights reporting platforms.
BC1	N	ESO provides an extract of pdf's of all charts to Billing vendors/software and supplies can be included that were used in that chart, but the exportable run-sheets are not customizable by the customer.
BC2	N	CMS service level can be selected by the provider, but it is not automatically calculated based on Flowchart items used.
BC3	Y	This is done during Implementation to set the proper dispositions that should go to billing. QM also provides a stop-gap for allowing for the proper calls to go to Billing.
BC4	Y	Consumables can be documented in EHR, and ESO also provides an Inventory module that has integration with EHR to rectify the items that are used based on the Flowchart items used.
BC5	Y	This is done during Implementation to set the proper dispositions that should go to billing. QM also provides a stop-gap for allowing for the proper calls to go to Billing.
BC6	Y	This can be done via Insights or Analytics reporting platforms.
BC7	Y	ESO can provide a data export in .xml format for all charts completed.
BC8	Y	This can be done as file attachments or using our picture-taking feature where pictures taken with the camera on the device are attached to the chart.
BC9	Y	Appended narratives are allowed for any locked chart by the providers on that chart.
BC10	Y	Only providers on a given chart can add appended narratives after a chart has been locked.
BC11	Y	Multiple patients can be added into an initial EHR and all can be managed in the same place.
BC12	Y	This is done during the implementation process via ESO's configurable lists.
BC13	Y	This is done during the implementation process via ESO's configurable lists.
BC14	Y	This is done during the implementation process via ESO's configurable lists.

Req #	Requirement Met? (Y/N)	If yes, how does your product meet the requirement?
BC15	Y	ESO charges a separate fee for billing integration that will be denoted properly with pricing
BC16	Y	Available in Analytics for state and NEMSIS extracts
BC17	Y	Available in Analytics and Insights with Filters by disposition.
BC18	Y	Available in Analytics and Insights.
BC19	Y	Available in Insights.
BC20	Y	Via the Mileage calculator in EHR.
BC21	N	At this time ESO offers audit tracking of opening and printing charts at the customer level, but not what was changed, and what values were changed.
BC22	N	At this time ESO offers audit tracking of opening and printing charts at the customer level, but not what was changed, and what values were changed. ESO is looking to improve this filterability in 2023.
BC23	Y	ESO provides all extract reporting to NEMSIS, state, and any other repositories necessary for compliance.
BC24	Y	Soc 2 Type II compliant
BC25	Y	Via digital signature boxes in EHR.
BC26	Y	Available for Billing authorization, Patient refusal and PCS sections.
BC27	Y	Available for Billing authorization, Patient refusal and PCS sections.
BC28	Y	Provided during implementation and after go-live via ESO support.
BC29	Y	Available as a secondary environment purchase.
FO1	Y	As attached files or picture-taking within the EHR application.
FO2	Y	Integration Zoll, Physio-Control, and Philips 12-lead monitors. Capable of importing 12 and 3-lead captures, vital signs, and treatment keys/event markers that occur on the monitor.

Req #	Requirement Met? (Y/N)	If yes, how does your product meet the requirement?
FO3	Y	Using copy and paste for any open comments field is possible.
FO4	Y	Predictive-text search bars available in all lists in EHR.
FO5	Y	All data is saved when clicking out of a window or table in EHR.
FO6	N	But city, state, and county can be populated zip code entered, as well as zip codes displayed when city and state are entered.
FO7	Y	Via EHR Quicktreat mode
FO8	N	Up to 40,000 characters
FO9	Y	Available for any patients seen and charted up to 150 days prior to lookup.
FO10	Y	Via CAD integration
FO11	Y	In real-time.
FO12	Y	If done via cloud-integration with monitor. Direct or local connection (Bluetooth, wifi, cable) requires monitor company SDK for proper integration.
FO13	Y	Available in Vital signs.
FO14	Y	Data from EHR mobile applications being back up on web application upon connection to internet, or otherwise every 15 minutes. Syncing records from mobile application to web requires minimal effort.
FO15	Y	EHR mobile application is a native application on windows-based devices that allows for changing of shift data seamlessly.
FO16	Y	Can import from any monitor that connects to EHR.
FO17	Y	Nearly identical application on mobile and web version s of EHR.
FO18	Y	Via Sync feature in EHR mobile application.
FO19	Y	Via Analytics and Insights reporting platforms.
FO20	Y	Via Analytics and Insights reporting platforms.

Req #	Requirement Met? (Y/N)	If yes, how does your product meet the requirement?
FO21	Y	Available with ESO Inventory if purchased.
FO22	Y	Possible with Resident Status or Advanced Directive fields in EHR.
FO23	N	ESO does not provide any proprietary speech-to-text or dictation capability, but other software can be used if necessary for example Dragon or Cortana.
FO24	N	ESO does not provide this function but integrates with Handtevy software to import such data.
FO25	N	Spell-check available based on operating system of application running. Grammar check not available.
FO26	Y	ESO offers over 1000 configurable fields, lists and validations as well as predictive-text search for ease-of-use and quick navigation to pertinent data in filling out an EHR.
FO27	Y	Uses the camera on the device to scan Driver's License or wristband UPN number at hospital.
FO28	Y	This is how EHR was designed.
FO29	Y	This is how EHR was designed.
FO30	Y	Using EHR mobile application.
FO31	Y	Using EHR mobile-to-mobile feature.
FO32	Y	EHR was built based on an ease-of-use concept.
IT1	Y	SOC 2 Type II compliant.
IT2	Y	Username and Password
IT3	Y	Configurable in Admin console
IT4	Y	Data encrypted at rest and in transit.
IT5	Y	Sharding of database allows for minimal updates/downtime...notifications sent via email and application to notify of upcoming update times.
IT6	Y	For all support tiers.

Req #	Requirement Met? (Y/N)	If yes, how does your product meet the requirement?
R1	Y	Available in Analytics and/or Insights reporting platforms.
R2	Y	Via Analytics.
R3	N	Able to show when chart was accessed or printed. Planned upgrade to this capability in early 2023.
R4	N	Able to show when chart was accessed or printed. Planned upgrade to this capability in early 2023.
R5	N	Not available as of today but planned upgrade of QM in Q1 of 2023 to include this functionality.

Timeline and Work Plan

About Our ESO EHR & Fire Training and Implementation Process:
ESO's blended implementation and training plan relies on both on-site and remote, off-site training. Having implemented over 3,000 customers, ESO provides flexible training options to meet the specific needs of your agency. Outlined in the section below is our typical approach, however we can customize the plan according to your desired roll-out plan. Typical implementations are between 60 and 90 days. A schedule is built working back from the desired go-live data.

ESO places a special emphasis on the 'train the trainer concept' by identifying the need for "power users" to receive more advanced, or detailed, training. These power users are expected to learn the product well enough to educate future employees and provide refresher training if necessary. Further, once the system is placed into production, ESO offers customer support, regional learning opportunities, and a host of materials available for training. We do not train our agencies and leave, we support our agencies and their end users through the lifetime of the contract. Customer support is included within your contract.

ESO EHR Milestones:	
1	Project Kickoff
2	Information Gathering and System Setup
3	Installation of Mobile Software and Cardiac Monitor Interface
4	Online Administrative Training
5	Mobile Software Testing
6	Billing Interface
7	Online Administrative Training (QM/reporting)
8	Online End-User Testing
9	Regulatory Compliance/Data Reporting
10	System Testing
11	System Go-Live and Post-Implementation Support

Upgrades and Enhancements
Historically, ESO upgrades three to four times per year. This occurs during the 4:00 am – 6:00 am (CST) timeframe and generally only lasts 30 minutes. As a SaaS service, upgrades and product enhancements are "delivered" (available) to the user on log in.

It is important to note that mobile reporting is still available during this time.

Bug Fixes and Patches
Changes required by state and national agencies are implemented immediately and available to users on log in, as are any mutually beneficial updates, bug fixes, and patches. As a SaaS model, ESO's software automatically pushes upgrades and bug fixes to end users, reducing your efforts

ESO EHR AGENCY ONBOARDING - OVERVIEW

This Project Implementation Plan will outline the effort and deliverables required by ESO to support Williamson County to successfully implement its ePCR. ESO's primary focus will be to drive towards a successful deployment while meeting committed dates, user expectations and acceptance.

IMPLEMENTATION PLAN

- Project Kickoff
- Information Gathering and System Setup
- Online Administrative Training (Admin/Overview)
- Online Administrative Training (Reporting)
- End-User Testing
- System Testing
- System Go-Live

MILESTONE 1: PROJECT KICKOFF

Deliverables: Introductory Kickoff Conference Call Agency Key Players Worksheet

To initiate the implementation process, the ESO Senior Project Manager will contact the Williamson County Project Manager to schedule an introductory conference call. ESO will provide a planning worksheet to identify key players who will participate in the software's implementation and ongoing administration. Agency participants should include agency administrators, quality management leadership, and local IT resources. Documentation will also be provided highlighting areas that the agency will need to consider during the transition to the ESO EHR, including the need to align terminology and outline any new workflows for the organization's day-to-day operations. The agency will receive a detailed list of these areas during project implementation.

Following the introductory call, a more formal kickoff call will introduce the ESO to a broader audience of agency stakeholders. The call's purpose is to enable the agency and ESO implementation team members to introduce themselves and begin to discuss project deliverables, task ownership, and tentative timelines, including possible online and/or onsite training dates. ESO and the agency will identify and start planning for any interfaces such as CAD.

After the call, ESO will provide the agency's project implementation team a summary of the call along with the agreed upon project timeline, including milestones for:

- Documentation return
- System setup by ESO
- Interface programming and testing, if applicable
- Online administrative training
- Completion of EHR module system setup
- End user training
- End user practice
- Post-implementation follow-up
- ESO and the agency's project lead can discuss the scheduling of additional meetings and other means to report progress.

MILESTONE 2: INFORMATION GATHERING AND SYSTEM SETUP

Deliverables: Agency Account Provisioning

Agency setup begins immediately after kickoff and last for approximately two weeks. The milestone time frame may vary depending on how quickly the agency returns the completed setup file and how quickly the agency completes its portions of the system setup after the account is setup by ESO. ESO creates a tenant account for the agency in ESO Suite and imports the information provided in the

agency's setup file, including personnel, units, vehicles, shifts, stations, etc. When this setup is complete, ESO will provide designated agency users with login information to complete the agency portion of the setup. This includes:

- Adding a company logo (can be completed by ESO during initial setup if preferred)
- Assigning usernames
- Assigning roles and claims
- Establishing agency password and lockout policies
- Creating new users and assigning user roles and login credentials
- Adding any additional facilities, units, vehicles etc. Beyond those entered by ESO during initial system setup
- Configuration of optional workflows
- Configuration of agency validation rules
- Addition of optional, pre-defined data fields

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

MILESTONE 3: ONLINE ADMINISTRATIVE TRAINING (ADMIN/OVERVIEW)

Deliverable: Online Training

Local admin training usually occurs within one week after ESO receives the completed setup file from the agency. This training is generally three hours in duration and should be attended by anyone who will be participating in the administration of the system and who has a good understanding of the department's processes.

ESO uses Zoom for online training and the maximum number of attendees is 25. Training objectives and activities include:

- A brief overview of the ESO applications
- Adding additional facilities, units, vehicles etc. beyond those entered by ESO during initial system setup
- Configuration and maintenance of the ESO administrative console
- Adding a company logo
- Assigning usernames
- Assigning roles and claims
- Loading agency-specific, custom forms
- Establishing agency password and lockout policies
- Creating new users and assigning user roles and login credentials

MILESTONE 4: ONLINE ADMINISTRATIVE TRAINING (REPORTING)

Deliverable: Online Training

This training takes place online as a separate online session. ESO conducts this training using regularly scheduled, bi-monthly GoToMeeting sessions and it is recommended that all of your

supervisory and billing staff attend. They do NOT need to pre-register for any given class. A class schedule will be provided to you at the completion of your initial administrative training session as well as information on how to join the ongoing training sessions. This training usually lasts two hours.

The focus of the additional administrative training is to provide:

- An overview of ESO Reports

MILESTONE 5: ONSITE END-USER TRAINING
Deliverable: Onsite training

This activity typically occurs approximately ten days before the system go-live. This final phase of training is designed to familiarize end users with the ESO module features and functionality. The goal of end-user training is to reach as many field users as possible and develop a core group of power users from the EMS organization. This group will provide a cohort of local trainers to teach future staff. This training takes users through each tab of the ESO Fire applications, giving them in-depth views into the functionality and usability of all aspects of the software. Users will be provided with opportunities for hands-on involvement with the software to reinforce learning and be given ample time to ask questions about any issues they may encounter during day-to-day use. Training objectives include:

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

ESO recommends two end-user training sessions per day of onsite training. Each end-user session lasts approximately 3 to 3.5 hours. Ideally, classes of 20 attendees or less are held in an appropriate classroom setting with projection and wireless internet access. End-users follow along on mobile computers, are preferred. Power users stay all day with a standard training session in the morning and in-depth training in the afternoon. ESO's implementation team will work carefully with the agency to meet all training needs and requirements.

Selecting which individuals from the organization will learn how to use and teach others to use the software is vital to the success of the project. These power users will gain an in-depth knowledge of ESO applications. They will ensure continuity in staff education by providing training and mentoring to the rest of the organization, including new employees who join the agency after the initial onsite training and deployment.

The power users selected will receive advanced information about the systems in general and ESO in particular. They should be comfortable with technology, be champions of ESO, and clearly understand the organization's internal processes and objectives for data collection. Note that these individuals will not necessarily be the people with the highest rank or the longest tenure.

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

software. Power users may utilize these training materials during later training sessions in the matter they see fit.

MILESTONE 7: SYSTEM TESTING
Deliverable: Agency Sign Off

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

MILESTONE 8: SYSTEM GO-LIVE
Deliverables: Live System and Ongoing Support Ongoing Training

Upon completion of the implementation, the project will transition to ongoing maintenance and support. During this phase, ESO will maintain and manage the solutions, including the provision of ongoing support and training, providing system enhancements as defined through the change management process, and maintaining compliance. Data dictionaries, end-user training materials, and system versioning will be maintained.

Most administrative training is handled online, while user training is typically performed on site. The most important part of the implementation process is the return of the set-up file. Williamson County will fill out a spreadsheet with details regarding personnel, locations, shifts, zones, etc., that will be used to create your agency shell. Once the spreadsheet is completed and the agency is created, the implementation timeline begins.

SAMPLE PROJECT PLAN

Below is an example Gantt chart for the implementation task list with timeframes along with expected hours for each agency vs ESO. EHR implementations generically take 60 to 90 days on average to deploy.

Phase	Task	Est. Customer Hours	Est. ESO Hours	1	2	3	4	5	6	7	8
Kick Off & Discovery	Kick Off Event	1	1.5	■							
	Review Data Requirements	1	2	■	■						
	Complete ESO Set Up Workbook	3	1	■	■						
	Establish CAD Contacts & Scope	2	2	■							
Set Up Configuration	Creation of ESO Environment	0	1		■						
	FIRE & EHR Module Activation (based on bundle purchase)	0	1		■						
	FIRE & EHR Admin Configration Webinar	1.5	0		■						
	FIRE & EHR Agency Specific Configurations	3	1		■						
	FIRE & EHR Data Import Consulting*	3	3		■	■					
	FIRE & EHR Data Import Preparation*	5	5			■	■				
	CAD Installation & Testing	0.5	3				■	■			
	FIRE & EHR Additional Online Trainings (if applicable)	2	2				■				
	Address CAD development questions (as needed)*	1	8				■	■	■	■	
	Scheduling Configuration - Timekeeping	3	4			■					
	Scheduling Configuration - Payroll (if applicable)	3	5			■					
	Asset Management & Checklist -Tenet Configuration	5	4				■				
	Asset Management & Checklist -Vehicle Import & Build	6	5				■				
	Asset Management & Checklist - Location Import & Build	6	5				■				
	Asset Management & Checklist - Configuration	5	4				■				
End User Training & Testing	FIRE & EHR Data Import*	2	8					■			
	FIRE & EHR Data Validation*	4	4					■			
	FIRE & EHR Scheduling Training based on customer needs	0.5	0.5					■			
	FIRE & EHR End User Training - Onsite (if applicable) : Est. hours/day	8	8					■			
	FIRE & EHR End User Training - Online (if applicable): Est. hours/session	4	4					■			
	Providers create FIRE & EHR test records	3	0.5					■			
	Adjust FIRE & EHR environment configuration as needed	2	1					■			
	Final Preparations for FIRE & EHR Go Live - Customer Sign Off	1	1					■			
	Schedling Training Session #1 - Adminstrator	2	2					■			
	Schedling Training Session #2 - Timekeeping/Payroll	2	2						■		
	Scheduling - Testing	2	2						■		
	Scheduling - Customer Sign Off	2	1						■		
	Asset Management & Checklist - Training	3	4					■			
	Asset Management & Checklist - Testing	3	4					■	■		
	Asset Management & Checklist - Customer Sign Off	1	1						■		
Go Live	CAD Go Live	0	0						■		
	EHR Go Live	0	0						■		
	FIRE RMS Go Live	0	0						■		
	Scheduling Go Live	0	0							■	
	Asset Management & Checklist Go Live	0	0								■
Total		90.5	100.5								

NOTE: A projected go live date is contingent on completing and returning the set up file in a timely manner; additionally, a CAD interface may have specific build requirements that will impact the overall timeline
*These estimate are subject to adjust based on size and complexity of data and CAD interface requirements

Personnel

THE ESO TEAM

Our team members have served as EMT's, fire chiefs, medics, led hospital emergency services, and relate quickly and easily to all of our clients. With a high client retention rate, we know that our people make the difference. We are well known in the industry for our character, integrity, reputation, and judgment. While we have grown substantially as a company since 2004, we have never been more laser-focused on our mission to improve community health and safety through the power of data. Our employees live, breathe, and see the results of this every day. We approach our work as if the lives of our own families and friends depend on the results. Because a lot of the time, they do.

Chris Dillie, Chief Executive Officer

Chris was the cofounder of ESO and has been with the company since its 2004 inception, first as Vice President of Marketing and Sales and now as President and CEO, a position he has held since 2009. He brought 13 years of EMS experience and a solid business background to ESO, having served in roles ranging from EMS manager to founder of a real estate company that bought, sold, and managed properties. Chris designed the first several versions of the ESO EHR software, and his vision continues to be the driving force behind the development of new products to meet the changing demands of the healthcare market.

Allen Johnson, Chief Product Officer

Allen brings to ESO 30 years of EMS experience as a paramedic, educator, and administrator. He most recently served as the Executive Director for Emergency Services for the HCA Gulf Coast Division where he worked closely with local EMS agencies and hospital service lines to integrate continuity of care and improve service delivery and outcomes. Prior to his work at HCA, Allen led the Montgomery County Hospital District as Chief Executive Officer and has served on numerous boards including the Southeast Texas Regional Advisory Council, and the Wartburg Theological Seminary. Allen holds a BS in Psychology and a Master of Public Administration from Texas A&M University.

Brandon Martinez, Vice President; Chief Software Architect

Brandon has more than eight years of experience building distributed applications across multiple industries. He is responsible for managing the design and development of ESO Solutions' diverse portfolio of SaaS products while spearheading internal research and development initiatives. Prior to joining ESO, he developed and deployed high-volume, transactional messaging applications for Dell Inc.'s global warehouse management system and authored interfaces for relaying the execution of fixed income security trades to various back-end applications at JP Morgan Chase & Co.

PROJECT ORGANIZATION CHART

Once an agency executes a contract, the ESO implementation team will lead your agency through implementation. Each team member has specific responsibilities, but upon contract signing, you will be assigned a Senior Project Manager who will be your main point of contact throughout the process, making sure the project stays on schedule. Amy Brooks oversees the Customer Onboarding Team and Pat Piper oversees the Training Team. The Onboarding and Training team includes, but is not limited to:

Name	Role
Amy Brooks	Snr Director Customer Onboarding
Amy Eastman	Manager of Healthcare Onboarding
Jeff Waid	Snr PM Onboarding
Josh Burke	Manager of Extracts & Integration
Stuart Rexroat	CAD Specialist
David Bulloch	Integration Specialist
Viviana Barragan	Snr Onboarding Coordinator
Pat Piper	Sr Director Training
Wade Bredemeier	Training Manager

Amy Brooks, Senior Director of Customer Onboarding
Amy is a seasoned professional with over 18 years of experience that spans Project Management, Account Management, ePCR deployments, Data Analytics and Process Improvement. Her team owns the full project lifecycle of ESO Product deployments and ensure our customers utilize the features and functions of ESO technology to better protect themselves and care for their community.

Pat Piper, Senior Director of Training
Pat has been a licensed paramedic since 1996 and joined ESO in fall 2008. Prior to joining ESO, she held positions as EMS supervisor, clinical manager, and education coordinator in various EMS agencies in Texas, including Montgomery City Hospital District. Pat also helped to write the Strike Team Curriculum after training with the first Strike Team to be certified in the state of Texas and participated in numerous deployments for disaster response, including activations within the Catastrophic Medical Operations Center in Houston. Pat has completed more than 1,500 implementations.

Jeffrey Waid, Senior Project Manager
ESO's Senior Project Manager within our implementation group is Jeffrey Waid. Jeff is a Public Safety Leader with 30 plus years of experience leading complex private 911 EMS Communications Centers in large markets.

Wade Bredemeier, Implementation and Training Specialist
Wade has worked in EMS for 25 years as an EMT/Paramedic and EMS Captain in Colorado's mountains. He has 22 years in all EMS Education facets from EMT-Basic to Paramedic courses and everything in between. He has been an End User Trainer for ESO for a year and a half and has now joined ESO in Austin full time as an Implementation and Training Specialist.

David Bulloch, Integration Specialist
David Bulloch brings over 20 years of EMS industry experience serving in field operations, communications, billing, and management. David has been with ESO for over 8 years providing solutions and best practices to our clients using the ESO Solutions Suite and his industry knowledge and hardware and software experience.

Viviana Barragan, Implementation Administrator
Viviana's role is to assist customers in achieving their timelines as they implement various products across the ESO offering.

PROJECT TEAM

Williamson County will be assigned personnel from our Implementation Team and Support Team to guide you through the implementation and get you to your Go Live date successfully. ESO does not assign roles in advance, but your Onboarding Coordinator will organize the personnel who will work with you during implementation.

Customer onboarding information, including the assigned personnel is kept in Salesforce. In the event of staff termination, leave, etc. all information can be transitioned to a new Onboarding Coordinator who can access the history of the account within Salesforce, allowing for a smooth transition of responsibilities. A Project Manager associated with the account, especially for larger and more complex implementations, will have a holistic view of the project details, and will be able to coordinate and transition staff as necessary.

Exceptions

ESO requests the following exceptions to the standard terms and conditions attached to 22RFP122. Please note that the citations provided for each area of concern are for illustrative purposes only, and that the concern may be applicable to other sections of the relevant RFP documents.

Addition of the ESO Master Subscription & License Agreement: ESO would like to add our Master Subscription and License Agreement to cover sections regarding a Business Associate Agreement and to address the core grant of rights and use restrictions of our software-as-a-service offering. The following clause/clauses will require discussion should ESO's proposal be selected:

- Terms and Conditions, Assignment, Successors and Assigns – Page 4 of 36 – Definitions, Terms and Conditions, Instructions, and General Requirements;
- Terms and Conditions, Termination – Pages 4-5 of 36 - Definitions, Terms and Conditions, Instructions, and General Requirements;
- Terms and Conditions, Non-performance – Page 5 of 36 – Definitions, Terms and Conditions, Instructions, and General Requirements;
- Terms and Conditions, Testing and Inspections – Page 6 of 36 – Definitions, Terms and Conditions, Instructions, and General Requirements;
- Terms and Conditions, Assignment – Page 11 of 36 – Definitions, Terms and Conditions, Instructions, and General Requirements;
- Terms and Conditions, Contractual Formation and Ensuing Agreement – Page 14 of 36 – Definitions, Terms and Conditions, Instructions, and General Requirements;
- Terms and Conditions, Cooperative Purchasing Program – Page 15 of 36 – Definitions, Terms and Conditions, Instructions, and General Requirements;
- Instructions and General Requirements, Acknowledgement – Page 28 of 36 – Definitions, Terms and Conditions, Instructions, and General Requirements;

Audit rights: ESO's customer data is centrally hosted in a single hosting center, and certain subsets of the data are, at times, available at ESO's principle place of business. Although it would not be the intended, ESO needs to ensure that it is not contractually obligated to provide one client access or audit rights that may require or permit access to another client's information (especially protected health information). The following clause/clauses will require discussion should ESO's proposal be selected:

- Terms and Conditions, Right to Audit – Page 6 of 36 – Definitions, Terms and Conditions, Instructions, and General Requirements;
- Additional Requirements, Access to Records – Page 25 of 36 – Definitions, Terms and Conditions, Instructions, and General Requirements;

ESO Liability, Indemnification, and Warranties: We request a discussion regarding the limits of ESO's liability and our indemnification obligations under the proposed agreement. ESO owes it to the thousands of emergency service providers who rely on our software to keep a seaworthy ship. We acknowledge certain requirements are codified in state law and will be unavoidable, but ESO will seek to reduce its liability where possible. In addition, certain warranties are not typical for software-as-a-service contracts. Relevant clauses include:

- Terms and Conditions, Indemnification – Page 7 of 36 – Definitions, Terms and Conditions, Instructions, and General Requirements;
- Terms and Conditions, Legal Liability Information – Page 14 of 36 – Definitions, Terms and Conditions, Instructions, and General Requirements;

Insurance: In the event ESO is determined to be the highest rank offer, we request that the insurance clause of the proposed agreement be clarified to state that ESO's automobile insurance does not include owned-auto coverage, as we do not own any automobiles. Our hired and non-owned automobile coverage does meet the required standards. Additionally, professional/IT liability policy is a claims based policy and not a per occurrence policy. Portions of the following clauses which address ESO's insurance include:

Additional Stipulations, Insurance Requirements – Pages 2-4 of 4 – Additional Stipulations;

Invoicing/Payment terms: ESO's standard invoicing terms are annual and in advance, with invoices due thirty days after receipt. The following clause/clauses will require discussion should ESO's proposal be selected:

- Terms and Conditions, Payment – Page 12 of 36 – Definitions, Terms and Conditions, Instructions, and General Requirements;

Appendix A: Master Services and Licensing Agreement

The following pages provide a sample Master Services and Licensing Agreement (MSLA).

<u>MASTER SUBSCRIPTION AND LICENSE AGREEMENT</u>

This Master Subscription and License Agreement (this *"Agreement"*) is entered into as of _____ (*"Effective Date"*), by and between ESO Solutions, Inc., a Texas corporation having its principal place of business at 11500 Alterra Parkway, Suite 100 Austin, TX 78758, including its controlled subsidiaries, (collectively, *"ESO"*) and Wiliamson County**,** having its principal place of business at 100 Wilco Way, Suite P101, Georgetown, TX 78626 (*"Customer"*). This Agreement consists of the General Terms & Conditions below and any Addenda (as defined below) executed by the parties, including any attachments to such Addenda.

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

GENERAL TERMS AND CONDITIONS

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

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

"Addendum" means a document addressing the order of a specific set of products or services which is executed by authorized representatives of each party. An Addendum may be (a) an ESO sales form or "Quote", (b) a Statement of Work, or (c) another writing the parties intend to be incorporated by reference into this Agreement.

"Anonymized Data" means Customer Data from which all personally identifiable information is removed, as well as the names and addresses of Customer and any of its Users and/or Customer's clients (and which, as a consequence, is neither PHI nor identifiable to or by Customer).

"Customer Data" means information, data and other content in electronic form that is submitted, posted, or otherwise transmitted by or on behalf of Customer through the Software.

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

"Documentation" means the Software's user guides and operating manuals.

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

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

"Licensed Software" means the executable, object code version of software that ESO provides to Customer for its use and installation on Customer's own equipment. For the avoidance of doubt, Licensed Software does not include Add-on Software or SaaS.

"New Version" means any new version of Licensed Software (excluding SaaS Software) that ESO may from time to time introduce and market generally as a distinct licensed product, as may be indicated by ESO's designation of a new version number, brand or product.

"Outage" means Customer is unable to access SaaS, or such access is materially delayed, impaired or disrupted, in each case as caused or controlled by ESO.

"Professional Services" means professional services provided by ESO under a Statement of Work.

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

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

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

"Scheduled Downtime" means periods when ESO intentionally interrupts SaaS to perform system maintenance or otherwise correct service errors during non-peak hours (except for critical circumstances), typically between midnight and 6 a.m. Central Time on a fortnightly basis.

"Software" means any ESO computer program, programming or modules specified in the Agreement or any Addendum. For the avoidance of doubt, Add-on Software, SaaS, and Licensed Software are collectively referred to as Software.

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

"Third-Party Data" means data not owned by ESO but which is (or access to which is) provided by ESO under a Software Schedule.

"Third-Party Service" means a service not provided by ESO but which is made available by ESO in connection with its Software under a Software Schedule or Addendum.

"Third-Party Software" means software not owned by ESO but which is (or access to which is) provided by ESO under a Software Schedule or Addendum.

"Use Restrictions" means the restrictions imposed on Customer's use of Software as described in Section 3.3.

"User" means any individual who uses the Software on Customer's behalf or through Customer's account or passwords.

2. **SOFTWARE ORDERS.** During the Term, Customer may order Software from ESO by signing an appropriate Addendum. Customer's license to Licensed Software and its subscription to SaaS are set forth below. Each such Addendum is incorporated herein by reference.

3. **LICENSE/SUBSCRIPTION TO SOFTWARE**

3.1. <u>Grant of Subscription: SaaS</u>. For SaaS, during the Term Customer may access and use the SaaS and Reporting Services, with the access and volume limitations set forth on the applicable Addendum, subject to Customer's compliance with the Use Restrictions and other limitations contained in this Agreement.

3.2. <u>Grant of License: Licensed Software</u>. For Licensed Software, during the Term ESO hereby grants Customer a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable license to copy and use the Licensed Software, in such quantities as are set forth on the applicable Addendum and as necessary for Customer's internal business purposes, in each case subject to Customer's compliance with the Use Restrictions and other limitations and obligations contained in this Agreement.

3.3. <u>Use Restrictions</u>. Except as provided in this Agreement or as otherwise authorized by ESO, Customer has no right to, and shall not: (a) decompile, reverse engineer, disassemble, print, copy or display the Software or otherwise reduce the Software to a human-perceivable form in whole or in part; (b) publish, release, rent, lease, loan, sell, distribute or transfer the Software to another person or entity; (c) reproduce the Software for the use or benefit of anyone other than Customer; (d) alter, modify or create derivative works based upon the Software either in whole or in part; or (e) use or permit the use of the Software for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party (including any affiliate not specifically listed in the applicable Addendum).

3.4. <u>Ownership</u>. The rights granted under the provisions of this Agreement do not constitute a sale of the Software. ESO retains all right, title, and interest in and to the Software, including without limitation all software

used to provide the Software and all graphics, user interfaces, logos and trademarks reproduced through the Software, except to the limited extent set forth in this Agreement. This Agreement does not grant Customer any intellectual property rights in the Software or any of its components, except to the limited extent that this Agreement specifically sets forth Customer's rights to access, use, or copy the Software during the Term. Customer acknowledges that the Software and its components are protected by copyright and other laws.

3.5. Third-Party Software and Services. This Section 3.5 applies to Third-Party Software and Services offered by ESO. Refer to the product table following the Agreement for applicability.

3.5.1. ESO neither accepts liability for, nor warrants the functionality, utility, availability, reliability or accuracy of, Third-Party Software or Third-Party Services. The Third-Party Software "EMS1 Academy" and/or "FireRescue1 Academy" and/or "EMS1 & FireRescue1 Academy – Implementation and Configuration" and/or "Learning Management System" and/or "EVALS Implementation" (collectively, "*Education*") is offered by ESO in collaboration with Lexipol, f/k/a The Praetorian Group. If Customer subscribes to Education, Customer acknowledges and agrees to the terms and conditions of the Praetorian license agreement, located at http://www.praetoriandigital.com/LMS-Master-Service-Agreement, which shall supersede this Agreement as it applies to Customer's use of Education and any Customer Data stored therein.

3.5.2. Third-Party Data. If Customer (as indicated on an Addendum) elects to license Third-Party Data (*e.g.*, fire codes), then subject to the terms hereof, ESO hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license during the Term to use such Third-Party Data via the Software solely for Customer's internal purposes. Customer will not (i) allow greater access than that set forth in the applicable Addendum, (ii) disclose, release, distribute, or deliver Third-Party Data, or any portion thereof, to any third party (iii) copy, modify, or create derivative works of Third-Party Data, (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available Third-Party Data, (v) attempt to output in any form more than 10% of the Third-Party Data or otherwise circumvent the usage limitations included in the Software, (vi) remove any proprietary notices included within Third-Party Data or Software, or (vii) use Third-Party Data in any manner or for any purpose that infringes or otherwise violates any proprietary right of a person, or that violates applicable law. ESO does not warrant the functionality, reliability, accuracy, completeness or utility of, Third-Party Data, or accept any liability therefor. Additional terms and limitations applicable to Third-Party Data may be provided on the applicable Addendum.

4. HOSTING, SLA & SUPPORT SERVICES

4.1. Hosting & Management. Customer shall be responsible for hosting and managing any Licensed Software on systems meeting the requirements specified by ESO. ESO shall be responsible for hosting and managing any SaaS.

4.2. Service Level Agreement. If an Outage, excluding Scheduled Downtime (as defined below), results in the service level uptime falling below 99% for any three-month period (the "*Uptime Commitment*"), then Customer may immediately terminate this Agreement, in which case ESO will refund any prepaid, unearned Fees to Customer. This is Customer's sole remedy for ESO's breach of the Uptime Commitment.

4.3. Scheduled Downtime. ESO will endeavor to provide reasonable (72 hour) notice of Scheduled Downtime to Customer's Users. Notice of Scheduled Downtime may be provided from within the Software or via email. Scheduled Downtime shall never constitute a failure of performance or Outage by ESO. Notification timelines and the frequency of Scheduled Downtime are subject to the emergence of security concerns outside of ESO's control.

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

5. FEES

5.1. Fees. In consideration of the rights granted hereunder, Customer agrees to pay ESO the fees for the Software and Professional Services as set forth in the Addendum(s) (collectively, "*Fees*"). The Fees are non-cancelable and non-refundable, except as expressly provided herein. Customer (or Third-Party Payer, if applicable) shall pay all invoices within 30 days of receipt.

5.2. Third-Party Payer. If Customer desires to use a third-party to pay some or all of the Fees on behalf of Customer (a "*Third-Party Payer*"), then (i) each applicable Addendum will identify such arrangement, (ii) the Third-Party Payer will enter into a written agreement with ESO regarding such arrangement, (iii) Customer may replace the Third-Party Payer by written notice to ESO (provided that no such change shall be made until the then-current Term's renewal), (iv) references within this Section 5 to Customer's responsibility for Fees shall be understood to refer to the Third-Party Payer when applicable, and (v) Customer shall remain responsible for payment if the Third-Party Payer does not pay the Fees.

5.3. Uplift on Renewal. Fees for Software, which recur annually, shall increase by 3% each year this Agreement is in effect.

5.4. Taxes and Fees. The Fees are exclusive of all taxes and credit card processing fees, if applicable. Unless and until Customer provides ESO a tax exemption certificate, Customer will be responsible for and will remit (or will promptly reimburse ESO for) all taxes of any kind, including sales, use, duty, customs, withholding, property, value-added, and other similar federal, state or local taxes (other than taxes based on ESO's income) related to this Agreement.

5.5. Appropriation of Funds. If Customer is a city, county or other government entity, Customer may terminate the Agreement at the end of the Customer's fiscal term if Customer provides evidence that its governing body did not appropriate sufficient funds for the next fiscal year. Notwithstanding the foregoing, this provision shall not excuse Customer from past payment obligations or other Fees earned and unpaid.

5.6. Usage Monitoring. Customer is solely responsible for its own adherence to volume and use limitations indicated on the applicable Addendum. ESO may monitor Customer's use of the Software, and if Customer's usage exceeds the level indicated in the applicable Addendum (an "*Overage*"), Customer shall owe ESO the Fee corresponding to such usage level at a rate no higher than ESO's then-standard pricing for new customers at an equivalent usage level. ESO may invoice for Overages immediately.

6. TERM AND TERMINATION

6.1. Term. The term of this Agreement (the "*Term*") commences on the Effective Date and continues for a period of one year (or any longer period provided in an Addendum). Thereafter, the Term will renew for successive one-year periods unless written notice is provided at least 60 days prior to the anniversary of the Effective Date.

6.2. Termination for Cause. Either party may terminate this Agreement or any individual Addendum for the other party's uncured material breach by providing written notice. The breaching party shall have 30 days from receipt to cure such breach to the reasonable satisfaction of the non-breaching party.

6.3. Effect of Termination.

6.3.1. If Customer terminates this Agreement or any Addendum as a result of ESO's material breach, then to the extent Customer prepaid any Fees, ESO shall refund to Customer those prepaid Fees on a pro-rata basis from the date Customer actually ceases use of the Software.

6.3.2. Upon termination of this Agreement or any Addendum, Customer shall cease all use of the Software and delete, destroy or return all copies of the Documentation and Licensed Software in its possession or control, except as required by law. Customer shall remain obligated to pay appropriate Fees at ESO's then-current rates if Customer continues to use or access Software after the

termination or expiration of this Agreement. If Customer's Agreement includes a multi-year discount plan with diminishing discounts, and Customer terminates the Agreement prior to the completion of the discount plan, Customer shall promptly pay ESO's invoice recouping such discounts for a maximum of two years prior to the date of termination.

6.3.3. Termination of this Agreement is without prejudice to any other right or remedy and shall not release a party from any liability.

6.4. <u>Delivery of Data</u>. ESO will provide Customer its Customer Data in a searchable .pdf format upon request made within 60 days of the expiration or termination of this Agreement. Customer acknowledges that ESO has no obligation to retain Customer Data more than 60 days after expiration or termination of this Agreement.

7. REPRESENTATIONS AND WARRANTIES

7.1. <u>Material Performance of Software</u>. After it is fully implemented (and subject to Customer's adherence to Sections 3.3, 4.1 and 13.4), ESO warrants that the Software will reliably collect, transmit, store and/or permit access to data in compliance with applicable law and industry standards.

7.2. <u>Due Authority</u>. Each party's execution, delivery and performance of this Agreement and each agreement or instrument contemplated by this Agreement is duly authorized by all necessary corporate or government action.

7.3. <u>Customer Cooperation</u>. Customer agrees to use current operating systems and reasonably and timely cooperate with ESO, including providing ESO reasonable access to its equipment, software and data as necessary for the implementation and operation of the Software.

8. DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, ESO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, TITLE, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7, CUSTOMER ACCEPTS THE SOFTWARE "AS-IS" AND "AS AVAILABLE."

9. CONFIDENTIALITY

9.1. "*Confidential Information*" refers to the following items: (a) any document marked "Confidential"; (b) any information orally designated as "Confidential" at the time of disclosure, provided the disclosing party confirms such designation in writing within five business days; (c) the Software and Documentation, whether or not designated confidential; (d) ESO's security controls, policies, procedures, audits, or other information concerning ESO's internal security posture; (e) any other nonpublic, sensitive information reasonably treated as trade secret or otherwise confidential; and (f) Customer Data which does not comprise PHI . Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the other party's possession at the time of disclosure free of duty of non-disclosure; (ii) is independently developed without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the receiving party's improper action or inaction; (iv) is approved for release in writing by the disclosing party; (v) as to ESO, Customer's Feedback; or (vi) is PHI (*which shall be governed by the Business Associate Agreement rather than this Section*).

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

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

9.4. <u>Retention of Rights</u>. This Agreement does not transfer ownership of Confidential Information or grant a license thereto.

9.5. <u>Open Records and Other Laws</u>. Notwithstanding anything in this Section to the contrary, the parties expressly acknowledge that Confidential Information may be disclosed if such Confidential Information is required to be disclosed by law, a lawful public records request, or judicial order, provided that prior to such disclosure, written notice of such required disclosure shall be given promptly and without unreasonable delay by the receiving party in order to give the disclosing party the opportunity to object to the disclosure and/or to seek a protective order. The receiving party shall reasonably cooperate in this effort. In addition, Customer may disclose the contents of this Agreement solely for the purpose of completing its review and approval processes under its local rules, if applicable.

10. **INSURANCE.** Throughout the Term (and for a period of at least three years thereafter for any insurance written on a claims-made form) ESO shall maintain in effect the insurance coverage described below:

10.1. Commercial general liability insurance with a minimum of $1 million per occurrence and $1 million aggregate;

10.2. Commercial automobile liability insurance covering use of all non-owned and hired automobiles with a minimum limit of $1 million for bodily injury and property damage liability;

10.3. Worker's compensation insurance and employer's liability insurance or any alternative plan or coverage as permitted or required by applicable law, with a minimum employer's liability limit of $1 million each accident or disease; and

10.4. Computer processor/computer professional liability insurance (a/k/a technology errors and omissions) covering the liability for financial loss due to error, omission or negligence of ESO, and privacy and network security insurance ("cyber coverage") covering losses arising from a disclosure of confidential information (including PHI) with a combined aggregate amount of $1 million.

11. INDEMNIFICATION

11.1. <u>IP Infringement</u>. Subject to the limitations in Section 12, ESO shall defend and indemnify Customer from any damages, costs, liabilities, expenses (including reasonable attorney's fees) ("*Damages*") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Software delivered pursuant to this Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the applicable jurisdiction (each, an "*Indemnified Claim*"). If Customer makes an Indemnified Claim under this Section or if ESO determines that an Indemnified Claim may occur, ESO shall at its option: (a) obtain a right for Customer to continue using such Software; (b) modify such Software to make it a non-infringing equivalent or (c) replace such Software with a non-infringing equivalent. If (a), (b), or (c) above are not reasonably practicable, either party may, at its option, terminate the relevant Addendum, in which case ESO will refund any pre-paid Fees on a pro-rata basis for such Addendum. Notwithstanding the foregoing, ESO shall have no obligation hereunder for any claim resulting or arising from (x) Customer's breach of this Agreement; (y) modifications made to the Software not performed or provided by or on behalf of ESO or (z) the combination, operation or use by Customer (and/or anyone acting on Customer's behalf) of the Software in connection with any other product or service (the combination or joint

use of which causes the alleged infringement). This Section 11 states ESO's sole obligation and liability, and Customer's sole remedy, for potential or actual intellectual property infringement by the Software.

11.2. <u>Indemnification Procedures</u>. Upon becoming aware of any matter which is subject to the provisions of Sections 11.1 (a "Claim"), Customer must give prompt written notice of such Claim to ESO, accompanied by copies of any written documentation regarding the Claim received by the Customer. ESO shall compromise or defend, at its own expense and with its own counsel, any such Claim. Customer will have the right, at its option, to participate in the settlement or defense of any such Claim, with its own counsel and at its own expense; provided, however, that ESO will have the right to control such settlement or defense. ESO will not enter into any settlement that imposes any liability or obligation on Customer without the Customer's prior written consent. The parties will cooperate in any such settlement or defense and give each other full access to all relevant information, at ESO's expense.

12. LIMITATION OF LIABILITY

12.1. **LIMITATION OF DAMAGES**. NEITHER ESO NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR DAMAGES FOR LOST PROFITS, GOODWILL, USE OF MONEY, INTERRUPTED OR IMPAIRED USE OF THE SOFTWARE, AVAILABILITY OF DATA, STOPPAGE OF WORK OR IMPAIRMENT OF OTHER ASSETS RELATING TO THIS AGREEMENT.

12.2. **SPECIFIC LIABILITY**. LIABILITY SHALL BE LIMITED AS FOLLOWS:

(a) ESO'S OBLIGATIONS UNDER SECTION 11 SHALL BE LIMITED TO $500,000.

(b) DAMAGES ARISING FROM A PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS (INCLUDING A BREACH OF OBLIGATIONS REGARDING PROTECTED HEALTH INFORMATION), SHALL BE LIMITED TO $1,000,000.

(c) DAMAGES ARISING FROM A PARTY'S WILLFUL MISCONDUCT OR CRIMINAL CONDUCT SHALL NOT BE LIMITED.

12.3. **GENERAL LIABILITY**. EXCEPT AS EXPRESSLY PROVIDED "SPECIFIC LIABILITY," ESO'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY (OR ON BEHALF OF) CUSTOMER WITHIN THE PRECEDING 12-MONTH PERIOD UNDER THE APPLICABLE ADDENDUM OR EXHIBIT GIVING RISE TO THE CLAIM.

12.4. THE FOREGOING LIMITATIONS, EXCLUSIONS, DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION PERMITTED TO THE FULLEST EXTENT POSSIBLE UNDER SUCH LAW. THE PARTIES AGREE THAT THE LIMITATIONS SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR ESO'S SOFTWARE AND SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSES OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

12.5. THIS SECTION 12 SHALL SURVIVE EXPIRATION OR TERMINATION OF THE AGREEMENT.

13. CUSTOMER DATA & PRIVACY

13.1. <u>Ownership of Data</u>. As between ESO and Customer, all Customer Data shall be owned by Customer.

13.2. <u>Use of Customer Data</u>. Unless it receives Customer's prior written consent, ESO shall not grant any third-party access to Customer Data, except (a) subcontractors that are subject to a reasonable nondisclosure agreement or (b) authorized participants in the case of

Software designed to permit Customer to transmit Customer Data. ESO may only use and disclose Customer Data to fulfill its obligations under this Agreement or as required by applicable law or legal or governmental authority. ESO shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise contest such required disclosure, at Customer's expense.

13.3. <u>Anonymized Data</u>. CUSTOMER ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANY OTHER PROVISION HEREIN, ESO MAY USE ANONYMIZED DATA FOR INTERNAL AND EXTERNAL PURPOSES (INCLUDING BENCHMARKING AND RESEARCH), PROVIDED THAT ESO WILL NOT SELL ANONYMIZED DATA TO THIRD PARTIES FOR COMMERCIAL USE. Without limiting the foregoing, ESO will own all right, title and interest in all Intellectual Property of any aggregated and de-identified reports, summaries, compilations, analysis, statistics or other information derived therefrom.

13.4. <u>Internet Access</u>. Customer is solely responsible for obtaining, maintaining, and securing its network connections, and acknowledges such connections are essential to the effective operation of the Software. ESO makes no representations to Customer regarding the reliability, performance or security of any network or service provider not provided or managed by ESO.

14. WORK PRODUCT

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

15. GOVERNMENT PROVISIONS

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

15.2. <u>Business Associate Addendum</u>. The parties agree to the terms of the Business Associate Addendum attached as Exhibit B and incorporated herein by reference.

15.3. <u>Equal Opportunity</u>. The parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable (prohibiting discrimination on the basis of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity or national origin).

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

16. PHI ACCURACY & COMPLETENESS

16.1. <u>Customer Responsibilities</u>. The Software allows Customer and its Users to enter, document, and disclose Customer Data, and as such, ESO gives no representations or guarantees about the accuracy or completeness of Customer Data (including PHI) entered, uploaded or disclosed through the Software. Customer is solely responsible for any decisions or actions taken involving patient care or patient care management, whether those decisions or actions were made or taken using information received through the Software.

16.2. <u>HDE Customer Certifications</u>. In the interest of furthering community health through the power of data, ESO encourages Customers subscribing to ESO's Health Data Exchange ("HDE") Software to empower joint healthcare providers by incorporating relevant, HIPAA-

compliant data elements in Customer's outgoing patient care records delivered through HDE. ESO shall annually accredit qualifying customers with Gold, Silver, or Bronze level certifications in accordance with Exhibit C, and Customer may reference such certification in marketing materials.

17. MISCELLANEOUS

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

17.2. Notices. Notices provided under this Agreement must be in writing and delivered by (a) certified mail, return receipt requested to a party's principal place of business as forth in the recitals on page 1 of this Agreement, (b) hand delivered, (c) facsimile with receipt of a "Transmission Confirmed" acknowledgment, (d) e-mail to a person designated in writing by the receiving party, or (e) delivery by a reputable overnight carrier service. In the case of delivery by facsimile or e-mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a), (b) or (e). The notice will be deemed given on the day the notice is received.

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

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

17.5. Subcontracting. Except for training and implementation services related to the Software, neither party may subcontract or delegate its obligations to each other hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this Agreement, without the other party's prior written consent.

17.6. Modifications and Amendments. This Agreement may not be amended except through a written agreement signed by authorized representatives of each party, provided that the Customer agrees that ESO may rely on informal writings (including emails) of Customer's authorized representatives to (i) terminate Software products and services and (ii) approve or ratify rate or tier increases for Software products and services then in use by Customer.

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

17.8. Marketing. If requested by ESO, Customer agrees to reasonably cooperate with ESO's preparation and issuance of a public announcement regarding the relationship of the parties.

17.9. Waiver & Breach. Neither party will be deemed to waive any rights under this Agreement except through an explicit written waiver made by an authorized representative. No waiver of a breach of this Agreement will constitute a waiver of any other breach hereof.

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

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

17.12. Governing Law. This Agreement, any claim dispute or controversy hereunder (a "*Dispute*") will be governed by (i) the laws of the State of Texas, or (ii) if Customer is a city, county, municipality or other governmental entity, the law of state where Customer is located, in each case foregoing without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

17.13. New Versions & Sunset. If ESO releases a New Version of Licensed Software (*i.e.*, not SaaS), Customer may elect to receive such New Version, subject to a relicense fee of 75% of the standard price for such new version. All New Versions provided under this Agreement will constitute Licensed Software and be subject to the terms and conditions of this Agreement. ESO may discontinue Support Services for Licensed Software upon 12 months' notice to Customer.

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

17.15. Dispute Resolution. Customer and ESO will attempt to resolve any Dispute through negotiation or by utilizing a mediator agreed to by the parties, rather than through litigation. Negotiations and mediations will be treated as confidential. If the parties are unable to reach a resolution within 30 days of notice of the Dispute to the other party, the parties may pursue all other courses of action available at law or in equity.

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

17.17. Order of Precedence. In the event of any conflict between this Agreement, Addenda or other attachments incorporated herein, the following order of precedence will govern: (1) the General Terms and Conditions; (2) any Business Associate Agreement; (3) the applicable Addendum, with most recent Addendum taking precedence over earlier ones; and (4) any ESO policy posted online, including without limitation its privacy policy. No amendments incorporated into this Agreement after execution of the General Terms and Conditions will amend such General Terms and Conditions unless it specifically states its intent to do so and cites the section or sections amended.

17.18. Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.

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

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

ESO Solutions, Inc.   Customer

By:_____   By:_____
　　　　　　　(signature)   　　　　　　　*(signature)*

Name:_____   Name:_____
　　　　　　　(print name)   　　　　　　　*(print name)*

Title:_____   Title:_____
　　　　　　　(print title)   　　　　　　　*(print title)*

<u>EXHIBIT A-1</u>

<u>SAAS SOFTWARE SCHEDULE</u>

<u>(Applications - ESO EHR, ESO Fire, ESO PM, FIREHOUSE Cloud, IFC Codes, EMS1 Academy, FireRescue1 Academy, Staff Scheduling, Assets, Inventory, Checklist)</u>

1. The SaaS subscription term shall begin 15 calendar days after the Effective Date (existing Renewal Date ("SaaS Subscription Start Date"). Customer shall be deemed to have accepted the SaaS on the SaaS Subscription Start Date. The parties will make reasonable efforts to ensure that Customer is able to use the SaaS as contemplated as quickly as possible, but in no event will the SaaS Subscription Start Date be modified for implementation delays.

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

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

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

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

3. The following Third-Party Data and/or Software may be ordered under this Exhibit: 2018 International Fire Code, 2015 International Fire Code, 2012 International Fire Code, Education (see section 3.5).

4. Third-Party Payer is responsible for the following products and Fees:

    ESO Electronic Health Record and HDE Connection

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

    See Below Quote

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

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

    6.2. During the first year, 100% of the remaining Fees shall be invoiced on the SaaS Subscription Start Date.

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

CUSTOMER CONTACT

Customer	Williamson County EMS
Name	Johnny Grimaldo
Email	
Phone	

BILLING CONTACT

Payor	Williamson County EMS	Address	PO Box 873
Name	Theresia Carter		Georgetown TX, 78627
Email	theresiacarter@wilco.org	Billing Frequency	Annual
Phone	512-943-1283	Initial Term	12 months

Health Data Exchange

Product	Volume	Total	Fee Type
HDE - ESO EHR Connection		$1,495.00	Recurring

EHR

Product	Volume	Total	Fee Type
ESO EHR	31000 Incidents	$50,990.00	Recurring
EHR - EMS XML Export	31000 Incidents	$1,895.00	Recurring
EHR CAD Integration	31000 Incidents	$3,995.00	Recurring
EHR Cardiac Monitor Integration	31000 Incidents	$1,895.00	Recurring

Total Recurring Fees	$	60,270.00
Total One-Time Fees	$	0.00
TOTAL FEES	$	60,270.00

*Additional fees may be applied by Customer's billing or CAD vendor for certain integrations or interfaces, and Customer is encouraged to discuss this with the applicable vendor.

TERMS AND CONDITIONS:

1.   If the Customer indicated above has an ESO Master Subscription and License Agreement (MSLA) dated on or after February 20, 2017, then that MSLA will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the MSLA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

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

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

3.   Customer shall be responsible for the payment of all Fees listed herein. If Customer has elected to use a Third Party Payor (as indicated above as Payor) and such party has executed an appropriate agreement with ESO, ESO shall accept payment of Fees from such Third Party Payor.

Williamson County EMS

Signature: _____

Print Name: _____

Title: _____

Date: _____

For EHR, Health Data Exchange, the following payment terms apply:
Fees are invoiced at the Billing Frequency 15 days after the Effective Date, with recurring fees due on the anniversary.

EHR

Product	Description
ESO EHR	Patient care reporting suite, includes EHR web and mobile client, Quality Management, AdHoc Reports, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.
EHR Cardiac Monitor Integration	Interface to integrate cardiac monitor data into EHR mobile and web applications. Includes ongoing maintenance and support
EHR CAD Integration	Interface to integrate CAD data into EHR mobile and web application. Includes ongoing maintenance and support. Additional fees from your CAD vendor may apply.
EHR - EMS XML Export	EHR data extract in XML format for local storage and reporting purposes.

Health Data Exchange

Product	Description
HDE - ESO EHR Connection	Connection and bidirectional exchange for ESO EHR customer with participating hospitals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **SUPPORT SERVICES.**

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

   2.2. ESO will provide Support Services consisting of (a) Error Correction(s); Enhancements, Updates and Upgrades that ESO, in its discretion, makes generally available to its customers without additional charge; and (c) E-mail Support, telephone support, and Online Support. ESO may use multiple forms of communication for purposes of submitting periodic status reports to Customer, including but not limited to, messages in the Software,

messages appearing upon login to the Software or other means of broadcasting Status Update(s) to multiple customers affected by the same Error, such as a customer portal.

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

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

2.5. ESO will provide responses to a technology and/or security assessment of reasonable detail (a "Tech Assessment") upon request prior to (or in connection with) implementation. ESO will provide responses to any subsequent Tech Assessments provided that Customer compensates ESO at its then-current and standard consulting rates for all work performed in connection with such Tech Assessments.

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

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

3.2. <u>Severity 2 Error</u>. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within eight hours; (iii) initiate Management Escalation within 48 hours if unresolved; and (iv) provide Customer with a Status Update within forty-eight hours if ESO cannot resolve the Error within forty-eight hours.

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

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

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

5. **EXCLUSIONS.**

5.1. ESO shall have no obligation to perform Error Corrections or otherwise provide support for: (i) Customer's repairs, maintenance or modifications to the Software (if permitted); (ii) Customer's misapplication or unauthorized use of the Software; (iii) altered or damaged Software not caused by ESO; (iv) any third-party software; (v) hardware issues; (vi) Customer's breach of the Agreement; and (vii) any other causes beyond the ESO's reasonable control.

5.2. ESO shall have no liability for any changes in Customer's hardware or software systems that may be necessary to use the Software due to a Workaround or Fix.

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

5.4. Customer is solely responsible for its selection of hardware, and ESO shall not be responsible the performance of such hardware even if ESO makes recommendations regarding the same.

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

EXHIBIT C
HIPAA BUSINESS ASSOCIATE ADDENDUM

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

Pursuant to the Master Subscription and License Agreement (the "Agreement") into which this HIPAA Business Associate Addendum (this "Addendum") has been incorporated, Business Associate may perform functions or activities involving the use and/or disclosure of PHI on behalf of the Covered Entity, and therefore, Business Associate may function as a business associate. Business Associate, therefore, agrees to the following terms and conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. <u>Third Party Rights</u>. The terms of this Addendum do not grant any rights to any parties other than Business Associate and the Covered Entity.

23. <u>Signatures</u>. The signatures to the Agreement (or the document evidencing the parties' adoption thereof) indicate agreement hereto and shall be deemed signatures hereof, whether manual, electronic or facsimile.

Appendix B: Data Security Overview

The following pages illustrate and overview ESO's data security policies and procedures.

ESO ELECTRONIC HEALTH RECORD (EHR)

DATA SECURITY OVERVIEW

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OUR MISSION

ESO is committed to improving community health and safety through the power of data. We maintain a security program to protect our customers' data because data are the core of our operations and the services we provide.

COVERED SERVICES

ESO's products, or Covered Services, help emergency medical services (EMS), fire, hospitals, and state organizations enhance quality of care, improve efficiency, and reduce costs. This document provides a security overview of the following ESO products and services:

ESO Electronic Health Record (EHR)
EMS agencies use ESO's Electronic Health Record ("EHR") system to capture essential data in the prehospital setting. Data are quickly and easily transferred to a hospital emergency department to support accurate and timely care, which can improve patient outcomes. A Windows-based application can even be used for capturing data in areas without a consistent Internet connection.

ESO Analytics
The Analytics module enables enhanced data analysis and reporting for EMS agencies and hospitals using pre-built reports with drill down functionality.

ESO Patient Tracker
The ESO Patient Tracker ("Tracker") module connects EMS records for patients transported to a facility from any participating agency in one convenient location. Facility staff can view a patient's care record (PCR) and attachments.

ESO Admin
The ESO Admin module provides a centralized location for configuration of the ESO Suite of products, including general organizational information, user access management, password configuration settings, customized alerting, and IP (internet protocol) restrictions.

ESO Outcomes
ESO Outcomes enables authorized users at EMS agencies to view outcomes information received through the ESO Health Data Exchange (HDE). Access is limited by role as approved by the agency's local administrator so users can only access the minimum amount of patient data needed to perform their duties. Information can be used for comparative analysis of hospital and EMS data to evaluate decision making and improve patient outcomes.

ESO Quality Management
Clinical and billing reviewers use ESO Quality Management ("QM") to identify and measure improvement opportunities, perform quality checks, securely communicate with crews and other reviewers, review records for billing and clinical purposes, and share feedback. Summary screens with information from the patient care report support prompt review of incidents. Evaluators can be assigned specific patient care records (PCRs) to review, provide feedback, and document notes.

ESO has a variety of other products and services that support the mission of improving community health and safety through the power of data. Please contact your sales or customer support representative if you would like information about any other ESO products.

The ESO Suite of applications is a Software as a Service (SaaS) solution hosted with industry-standard cloud providers. The current provider is Microsoft Azure. Following is an overview of how we set things up and back them up to keep our products and our customers' data safe:

Infrastructure: The infrastructure is protected using hardware firewalls as well as local software firewalls on the servers. The environment includes redundant power and multiple connections to Internet backbones.

Servers: ESO uses a SQL database back-end consisting of primary servers and multiple standby servers that are kept in sync using high-availability database mirroring. Server utilization is closely monitored to meet customer demands and minimize impact to the customer experience.

Maintenance: ESO installs patches on its production servers monthly using Microsoft Azure tools and other defined processes. Server update classifications include critical updates, security updates, update rollups, feature packs, service packs, definition updates, and tools.

Hosting: All data is hosted within the continental United States in a primary Microsoft Azure region with backup storage in a separate Microsoft Azure region. Our data hosting facilities are SOC 2 Type II compliant and meet several rigorous requirements to ensure the security of ESO systems and customer data.

Data segregation: The architecture provides logical separation of data for different customers through use of Agency IDs. Only the customer and those granted access to its agency can access the customer data stored in the ESO Suite.

Software

ESO's software products are web-based products developed and maintained by ESO's in-house software engineering team. We truly know the software inside and out.

The web client runs on all modern browsers, including Microsoft Edge, Google Chrome, and Mozilla Firefox. The EHR product even has an optional Windows-based platform. The applications are designed to log actions within the products such as the documentation of medical data, edits to meta-data or user information, and views of protected health information (PHI). System administrators have access to their organization's audit log to monitor activity as needed.

Access and Authentication

Most of ESO's employees do not have access to customer PHI. Access is tightly controlled, and employees are granted the lowest access level needed to perform their specific job responsibilities. ESO staff are assigned individual users IDs and passwords. A "break the glass" process is in place, meaning ESO employee access to production data is monitored and tracked.

Externally, ESO software is accessed via an organization-specific login and password that is managed by a customer-appointed local administrator. Customers manage their own user permissions, password requirements, and role structure, which allows the local administrator to control what data users can access and modify. Customers can only view the records that pertain to them and their activities. Our customers are in the driver's seat when it comes to access to their own data.

Change and Configuration Management

ESO thrives on innovating and driving change, but we also understand that change is not always convenient for our customers. We therefore follow a strict change control process. ESO notifies customers of updates and any maintenance that may impact performance or availability. Customers are notified through our in-application messaging system and via email.

Vulnerability Management

We are always on the lookout for issues that may make our software open to attacks or other issues. ESO performs regular vulnerability and security assessments using both internal automated scans and third-party assessments. Vulnerabilities are addressed using ESO's risk analysis process for remediation or mitigation as appropriate.

Intrusion Detection

ESO wants to make sure that only the users who are supposed to use our software have access to it. Both ESO and specialized service providers monitor Covered Services for intrusion attempts. ESO may analyze data collected by users' web browsers for security purposes. These data are used to prevent fraudulent authentications and to ensure ESO's services function correctly and within performance parameters.

Incident Management

ESO maintains security incident management policies and procedures. ESO will notify impacted customers of any relevant incidents of which ESO becomes aware as required and permitted by law.

Backup, Reliability, and Recovery

We know the importance of having a backup plan, and it is no different when it comes to our customers' data. All networking components, web servers, and application servers for Covered Services are set up in a redundant configuration. Backups are taken at regular intervals as appropriate for the type of data. Backups are stored in geographically diverse locations to provide greater availability if needed.

ESO production data centers are designed to mitigate the risk of single points of failure and are replicated to geographically diverse secondary data centers. The secondary data centers allow for seamless restoration of service in the event of an outage at the primary data center.

Recovery plans are in place and are tested annually. Testing ensures the functionality of failover from primary to secondary data centers using documented disaster recovery procedures. Recovery activities are dependent on whether the database, the server, or a combination are corrupted. High-availability recovery plans are defined in the event of production data corruption or production outages.

Return and Deletion of Customer Data

ESO hopes that our customers never leave us, but if they do, we will continue to treat their data responsibly. Upon contract termination, customer data is retained in an inactive status for 120 days, after which data is securely removed from production databases. Data will remain in ESO backups for an additional 90 days after removal from production databases.

Customers may request a copy of their data stored on our systems within 30 days of contract or service termination. ESO will provide the data in a PDF or XML format. Data previously deleted by a customer will not be available.

Customer Support

ESO is invested in the success of our customers, so we provide secure and reliable support to make sure our customers can operate smoothly. Covered Services are delivered through a web browser, eliminating the need for ESO to access customer systems remotely. With customer approval, ESO may shadow a user's session during troubleshooting using GoToAssist or an ESO-approved method initiated by the customer. A customer support number and standard support hours ensure that help is available.

System Audit

Requests for audits by customers or potential customers are not permitted. ESO maintains SOC 2 Type II compliance. ESO can share the current report if a non-disclosure agreement is in place with the customer.

Security Policy and Procedures

Keeping our customers' data safe is a task that ESO does not take lightly, so we have a library of security-related policies and procedures to show that we practice what we preach. ESO's Information Security Policy and related procedures are based on the Health Insurance Portability and Accountability Act (HIPAA) Security Rule and the National Institute of Standards and Technology (NIST) Cybersecurity Framework. ESO conducts routine reviews of its policies and procedures, and a copy of our most recent Information Security Policy is available upon request. Supporting procedures are considered to be internal documents and are not shared, but include most key security concepts such as:

- **Acceptable Use**
- **Logical Access Controls**
- **Release Management**
- **Production Development**
- **Software Development Life Cycle**
- **Production Server Updates and Patching**
- **Contingency Operations**
- **Data Backup and Storage**
- **Database High Availability**

In addition to policies and procedures, our standardized activities include:

- Background checks on all ESO employees.
- Quarterly reviews to ensure ESO staff access is appropriate.
- Required security awareness training for all staff at initial hire and annually thereafter.
- A data classification standard used to classify data with respect to type and level of sensitivity and confidentiality of the data.
- Risk assessments to identify potential risks associated with systems containing PHI and other confidential information.

- The use of a formal change control process to manage all changes to information resources to ensure changes are reviewed, authorized, tested, implemented, and released in a controlled manner.
- Incident handling, tracking, and response procedures to ensure suspected security incidents are thoroughly investigated.
- ESO's engagement of a third-party audit firm to conduct an annual SOC 2 Type II evaluation.

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If you have additional questions not covered in this document, contact us at 866-766-9471.