

**EXHIBIT**  
**"A"**

**CITY OF ROUND ROCK AGREEMENT FOR  
REPORT MANAGEMENT SYSTEM SERVICES  
WITH  
ESO SOLUTIONS, INC.**

<b>THE STATE OF TEXAS</b>	§	
	§	
<b>CITY OF ROUND ROCK</b>	§	<b>KNOW ALL BY THESE PRESENTS:</b>
	§	
<b>COUNTY OF WILLIAMSON</b>	§	
<b>COUNTY OF TRAVIS</b>	§	

THAT THIS AGREEMENT for purchase of goods and services for a Report Management System for the Fire Department (referred to herein as the "Agreement"), is made and entered into on this the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2020 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and ESO Solutions, Inc., a corporation whose address is 11500 Alterra Parkway #100, Austin, Texas 78758 (referred to herein as the "Vendor").

**RECITALS:**

WHEREAS, City desires to purchase goods and services related to a Report Management System for the Fire Department; and

WHEREAS, City has issued its "Request for Proposal" for the provision of said goods and services; and

WHEREAS, the City has determined that the Vendor provides the best value to the City and desires to procure said goods and services from the Vendor; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

**1.01 DEFINITIONS**

A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to buy specified goods and services and Vendor is obligated to provide same. The Agreement includes the following: (a) City's Request for Proposal, designated Solicitation Number 20-017 dated June 2020 ("RFP"); (b) Vendor's Response to RFP (including Cost

Sheets); (c) Vendor's Support Services Addendum; (d) HIPAA Business Associate Addendum; (e) contract award; and (f) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Vendor's Response to RFP (including Costs Sheets);
- (3) Vendor's Support Service Addendum;
- (4) HIPAA Business Associate Addendum; and
- (5) City's RFP, exhibits, and attachments.

(f) **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

(g) **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

F. **Vendor** means ESO Solutions, Inc., its successor or assigns.

## **2.01 EFFECTIVE DATE, TERM**

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

B. The term of this Agreement shall be for sixty (60) months from the effective date hereof.

C. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

### 3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Vendor to supply the goods and services as outlined in the Part IV, Scope of Work, of the RFP, and the Response to RFP submitted by Vendor as described in Attachment A: Proposal Submittal Form of Exhibit “A.” Exhibit “A” is attached hereto and incorporated herein by reference for all purposes. Exhibit “C” titled “Support Services Addendum” and Exhibit “D” titled “HIPAA Business Associate Addendum,” are also attached hereto and incorporated herein by reference for all purposes. The intent of this Agreement and the referenced Exhibits is to formulate the contract documents which said documents are fully a part of the Agreement as if repeated herein in full.

### 4.01 ITEMS AWARDED; AND SCOPE OF WORK

For purposes of this Agreement, City has issued documents delineating the required goods and services (specifically RFP 20-017 dated June 2020). Vendor has issued its response agreeing to provide all such required goods and services in all specified particulars, excluding the exceptions provided in Vendor’s RFP response. All such referenced documents are included in the Exhibits attached hereto and made a part hereof for all purposes. When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

Vendor shall satisfactorily provide all goods and services described under the attached exhibits within the contract term specified in Section 2.01. Vendor’s undertakings shall be limited to providing goods and performing services for City and/or advising City concerning those matters on which Vendor has been specifically engaged. Vendor shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

### 5.01 COSTS

A. **Payment for Services:** The costs for services to be provided and specified herein are set forth in the attached Exhibit “B,” “Cost Sheets.” In consideration for the goods and services to be performed by Vendor, City agrees to pay the Vendor an amount not-to-exceed a total of **Two Hundred Thirty-Five Thousand One Hundred Twenty and No/100 Dollars (\$235,120.00)** for the term of this Agreement to be paid as follows:

- (i) **Year One:** Payments due shall not exceed **Fifty-Three Thousand Nine Hundred Eighty-Five and No/100 Dollars (\$53,985.00)** for the Fire, Scheduling, and EHR (basic version/BLS version) plus the one-time costs set forth on the Costs Sheets and the one-time discount;
- (ii) **Years Two through Five:** Payments due shall not exceed **Forty-Three Thousand Nine Hundred Twenty-Five and No/100 Dollars (\$43,925.00)** for the Fire, Scheduling and EHR (basic version/BLS version).

- (iii) An additional **Five Thousand Four Hundred Thirty-Five and No/100 Dollars (5,435.00)** may be paid by the City to the Vendor during the term of the Agreement for “Optional Services” as described in Paragraph (B) below.

B. **Payment for Optional Services:** The parties agree that the City may add optional services to the Agreement at any time during the term of the Agreement, specifically: 1) Asset Management/Inventory module; and/or 2) ESO EHR Suite (full) (“Optional Services”). The prices for these Optional Services are set forth in the attached Exhibit “B” and shall not be modified by Vendor during the term of this Agreement.

## 6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

## 7.01 SUBSCRIPTION TO SOFTWARE

A. **Grant of Subscription:** For “Software as a Service” that Vendor hosts (hereinafter “SaaS”) during the term of this Agreement, City may access and use the SaaS and reporting services, with which the access and volume limitations set forth in this Agreement, subject to Vendor’s compliance with the Use Restrictions and other limitations contained in Paragraph (B) below.

B. **Use Restrictions:** Except as provided in this Agreement or as otherwise authorized by Vendor, the City has no right to, and shall not: (a) decompile, reverse engineer, disassemble, print, copy or display 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 anyone other than the City; (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 herein).

C. **Customer Responsibilities:** The Software allows the City and its users to enter, document, and disclose City data, and as such, Vendor gives no representation or guarantees about the accuracy of completeness of the City’s data (including protected health information) entered, uploaded or disclosed through the SaaS. The City 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 SaaS.

D. **Ownership**: The rights granted under the provisions of this Agreement do not constitute a sale of the Software. Vendor retains all right, title, and interest in and to the Software, including without limitation all software used to provide the Software and all graphic, user interfaces, logos, and trademarks reproduced through the Software, except to the limited extent that this Agreement specifically sets forth the City's right to access, use, or copy the Software during the term of the Agreement. The City acknowledges that the Software and its components are protected by copyright and other laws.

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

F. **Third-Party Software and Services**: This Paragraph (E) applies to Third-Party Software and Services Provided by the Vendor. For the purposes of this Agreement, "Third-Party Software" means software not owned by Vendor but which is (or access to which is) provided by Vendor. "Third-Party Software Service" for the purpose of this Agreement means a service not provided by Vendor, but which is made available by Vendor in connection with its Software.

- (i) Vendor 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 – Implementation and Configuration" and/or "Learning Management System" and/or "EVALS Implementation" (collectively "Education") is offered by Vendor in collaboration with Lexipol, f/k/a The Praetorian Group. If the City subscribes to the Education, the City acknowledges and agrees to the Praetorian's licensing requirements.
- (ii) If the City elects to license Third-Party Data, defined for the purposes of this Agreement as data not owned by Vendor but which is (or access to which is) provided by Vendor pursuant to this Agreement, then subject to the terms herein, Vendor hereby grants the City a non-exclusive, non-sublicensable, and non-transferable license during the term of this Agreement to use such Third-Party Data via the Software solely for the City's internal purposes. The City will not (i) allow greater access then set forth in this Agreement; (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 the 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. Vendor 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 to the City.

## **8.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING**

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's bid, with the consent and agreement of the successful vendor(s) and the City. Such agreement shall be conclusively inferred for the Vendor from lack of exception to this clause in the Vendor's response. However, all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

## **9.01 NON-APPROPRIATION AND FISCAL FUNDING**

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the goods and services as determined by City's budget for the fiscal year in question. City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

## **10.01 PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas

Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

#### **11.01 GRATUITIES AND BRIBES**

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

#### **12.01 TAXES**

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

#### **13.01 ORDERS PLACED WITH ALTERNATE VENDORS**

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

#### **14.01 INSURANCE**

Vendor shall meet all insurance requirements, excluding any requirements pertaining automobile liability coverage, set forth Part II of RFP No. 20-017 and on the City's website at:

[https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_insurance\\_07.20112.pdf](https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf)

#### **15.01 CITY'S REPRESENTATIVES**

City hereby designates the following representatives authorized to act in its behalf with regard to this Agreement:

James Gossard  
Battalion Chief  
203 Commerce Boulevard  
Round Rock, Texas 78664  
512-218-6635  
[jgossard@roundrocktexas.gov](mailto:jgossard@roundrocktexas.gov)

## **16.01 RIGHT TO ASSURANCE**

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

## **17.01 DEFAULT**

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

## **18.01 TERMINATION AND SUSPENSION**

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor. In the event of a termination for cause by the City due to Vendor's breach of the Agreement, Vendor shall be required to shall refund to the City any prepaid fees on the pro-rata basis from the date the City ceases use of the Software.



C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under Paragraphs (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

## 19.01 INDEMNIFICATION

A. **IP Infringement:** Subject to the limitations in Section 20.01, Vendor shall defend and indemnify the City from any damages, costs, liabilities, expenses (including reasonable attorneys' 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 "Indemnified Claim"). If the City makes an Indemnified Claim under this Section 19.01 or if Vendor determines that an Indemnified Claim may occur, Vendor shall at its option: (a) obtain a right for Vendor 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 this Agreement, in which case the Vendor will refund any pre-paid fees on a pro-rata basis. Notwithstanding the foregoing, Vendor shall have no obligation hereunder for any claim resulting or arising from: (1) Vendor's breach of this Agreement; (2) modifications made to the Software not performed or provided by or on behalf of Vendor; (3) the combination, operation or use by or on behalf of Vendor (and/or acting on Vendor's behalf) of the Software in connection with any other product or service (the combination or joint use which causes the alleged infringement); or (4) the combination, operation or use by the City (and/or anyone acting on the City'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 19.01 states Vendor's sole obligation and liability, and the City's sole remedy, for potential or actual intellectual property infringement by the Software.

B. **Indemnification Procedures:** Upon becoming aware of any matter which is subject to the provisions of Paragraph (A) above (a "Claim"), the City must give prompt written notice of such Claim to Vendor, accompanied by copies of any written documentation regarding the Claim received by the City. Vendor shall compromise or defend, at its own expense and with its own counsel, any such Claim. The City shall have the right to, at its option, to participate in the settlement or defense by any such Claim, with its own counsel and at its own expense; provided, however, that Vendor will have the right to control such settlement or defense. Vendor will not enter into any settlement that imposes any liability or obligation on the City without the

City'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 Vendor's expense.

## **20.01 LIMITATION OF LIABILITY**

A. **Limitation of Damages:** NEITHER VENDOR NOR THE CITY 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 THE AGREEMENT.

B. **Specific Liability:** LIABILITY SHALL BE LIMITED AS FOLLOWS:

- (i) VENDOR'S OBLIGATIONS UNDER SECTION 19.01 SHALL BE LIMITED TO \$500,000.00.
- (ii) DAMAGES ARISING FROM ANY PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS (INCLUDING A BREACH OF OBLIGATIONS REGARDING PROTECTED HEALTH INFORMATION), SHALL BE LIMITED TO \$1,000,000.00.
- (iii) DAMAGES ARISING FROM A PARTY'S WILLFUL MISCONDUCT OR CRIMINAL CONDUCT SHALL NOT BE LIMITED.

C. **General Liability:** EXCEPT AS EXPRESSLY PROVIDED IN PARAGRAPH (B), "SPECIFIC LIABILITY," VENDOR'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 THE CITY) WITHIN THE PRECEDING TWELVE-MONTH PERIOD UNDER THIS AGREEMENT.

D. **Application:** The foregoing limitations, exclusions, and 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 Vendor's Software and Software Services to the City, 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.

E. **Survival:** This Section 20.01 shall survive expiration or termination of the Agreement.

## **21.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES**

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the terms of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

## **22.01 ASSIGNMENT AND DELEGATION**

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

## **23.01 NOTICES**

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement;  
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

### **Notice to Vendor:**

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

### **Notice to City:**

Laurie Hadley, City Manager  
221 East Main Street  
Round Rock, TX 78664

AND TO:

Stephan L. Sheets, City Attorney  
309 East Main Street  
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

#### **24.01 APPLICABLE LAW; ENFORCEMENT AND VENUE**

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

#### **25.01 EXCLUSIVE AGREEMENT**

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

#### **26.01 DISPUTE RESOLUTION**

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

#### **27.01 SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

#### **28.01 MISCELLANEOUS PROVISIONS**

**Standard of Care.** Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

**Time is of the Essence.** Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use commercially reasonable efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

**Force Majeure.** Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

**City of Round Rock, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_  
Sara L. White, City Clerk

**For City, Approved as to Form:**

By: \_\_\_\_\_  
Stephan L. Sheets, City Attorney

**ESO Solutions, Inc.**

DocuSigned by:  
  
By: \_\_\_\_\_  
Printed Name: Chris Dillie  
Title: CEO  
Date Signed: 9/14/2020

**EXHIBIT**

**"A"**



**City of Round Rock, Texas**

**Purchasing Division**

221 East Main Street

Round Rock, Texas 78664-5299

[www.roundrocktexas.gov](http://www.roundrocktexas.gov)

**REQUEST FOR PROPOSAL (RFP)**

**REPORT MANAGEMENT SYSTEM FOR FIRE  
DEPARTMENT**

**SOLICITATION NUMBER 20-017**

**JUNE 2020**

**REPORT MANAGEMENT AND SCHEDULING SYSTEM FOR FIRE DEPARTMENT  
PART I  
GENERAL REQUIREMENTS**

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks proposals from firms experienced in providing report management and scheduling systems predominantly used by municipal fire departments. The new system will need to have expansion capabilities to accommodate future municipal growth and is estimated to be implemented October 1, 2020. The Round Rock Fire Department (RRFD) currently has up to 151 people that will have access to the system. Of the 151 of users, there will be up to 35 people utilizing the new system at any given time. All personnel are dynamic users that will generate up to 2,000 entries a month which include a roughly 1,000 fire reports, ISO training entries, staff activities, building inspections, and new plan entries to name a few.
2. **BACKGROUND:** The RRFD is a career fire department that has 11 front line fire apparatuses with 151 uniformed personnel housed in 9 fire stations. The Department has four divisions; Suppression, Training, Prevention, and Administration. The Department responds to structural, transportation, and wildland fires, Haz-Mat incidents, technical rescues, Emergency Medical Services (EMS) first response with Basic Life Support (BLS) and Advanced Life Support (ALS) providers. The Department also does inspections for new and existing buildings, public education, and arson investigations. The RRFD provides service to the City of Round Rock as well Williamson County Emergency Services District (ESD) #9, with a total population of 135,000. The RRFD answered 11,295 calls for service in 2018 with approximately 65% of the calls generating an EMS report and the other 35% generating only a Fire report.
3. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Pages 2 - 5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Pages 7 - 9
Part IV – Scope of Work	Pages 10 - 13
Part V – Proposal Preparation Instructions and Evaluation Factors	Pages 14 - 17
Attachment A – Proposal Submittal Form and Execution	Page 18
Attachment B – Reference Sheet	Page 19
Attachment C – Subcontractor Information Form	Page 20
Attachment D – Minimum & Preferred Software and Module Checklist	Pages 21 – 22

City of Round Rock  
Report Management System  
for Fire Department  
RFP No. 20-017  
Class/Item: 208-57 / 208-63  
JUNE 2020

4. **AUTHORIZED PURCHASING CONTACT:** For questions or clarification of specifications, you may contact:

**Cheryl Kaufman**  
**Purchasing Supervisor**  
**Purchasing Division**  
**City of Round Rock**  
**Phone: 512-218-5417**  
**E-mail: [ckaufman@roundrocktexas.gov](mailto:ckaufman@roundrocktexas.gov)**

**Adam Gagnon**  
**Purchaser**  
**Purchasing Division**  
**City of Round Rock**  
**Phone: 512-218-5456**  
**E-mail: [agagnon@roundrocktexas.gov](mailto:agagnon@roundrocktexas.gov)**

The individuals listed above are the only authorized City contact for this solicitation. The authorized purchasing contact may be contacted by e-mail for clarification for this solicitation including specifications. No other City employee or representative may be contacted about this solicitation prior to contract approval unless otherwise directed by Purchasing personnel. No authority is intended or implied that specifications may be amended, or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department

5. **SCHEDULE OF EVENTS:** It is the City's intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	June 22, 2020
Optional pre-proposal meeting	June 30, 2020 @ 10:00 AM, CST
Deadline for submission of questions	July 8, 2020 @ 5:00 PM, CST
City responses to questions or addendums	Approximately July 10, 2020 @ 5:00 PM, CST
<b>Deadline for submission of responses</b>	<b>July 17, 2020 @ 3:00 PM, CST</b>

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at

<https://www.roundrocktexas.gov/businesses/solicitations>.

Questions shall be submitted in writing to the "Authorized Purchasing Contact". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website <http://www.roundrocktexas.gov/bids>.

6. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
7. **OPTIONAL PRE-PROPOSAL MEETING:** The optional pre-proposal meeting will be conducted on the date specified in PART I Section 5- Schedule of Events.
- A. Attendance at the pre-proposal meeting / site visit is optional. Respondents shall sign-in at the pre-proposal meeting to document their attendance. The pre-proposal shall initially begin at:
- City of Round Rock City Hall**  
**221 E. Main St**  
**Round Rock, TX 78664**
- B. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-proposal meeting.
8. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 5 – Schedule of Events. Mail or hand deliver sealed responses to:



**City of Round Rock  
Attn: Cheryl Kaufman  
Purchasing Division  
221 E. Main Street  
Round Rock, Texas 78664-5299**

- A. Sealed responses shall be clearly marked on the outside of packaging with the RFP Solicitation title, number, due date and "DO NOT OPEN".
- B. Facsimile or electronically transmitted responses are not acceptable.
- C. Responses cannot be altered or amended after opening.
- D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- E. The City will not be bound by any oral statement or offer made contrary to the written proposal.
- F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
- G. Receipt of all addenda to this RFP must be acknowledged, signed, and included with the proposal response.
- H. Late Proposal(s) will not be considered under any circumstances and will be returned unopened if a return address is provided.

**9. RESPONDENT REQUIREMENTS:** The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

- A. Respondent shall submit one (1) evident signed "Original" and one (1) identical electronic copy of the RFP response on a flash drive. The submittal is required to include all addendums and requested attachments. The RFP response along with samples and/or copies shall be provided at the Respondents expense and shall become the property of the City.
- B. This request for proposal (RFP) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response of preparation to this RFP; all costs associated with responding to this RFP will be solely at the interested parties' expense. Not responding to this RFP does not preclude participation in any future RFP/RFQ/IFB.
- C. **For your RFP submittal to be considered responsive, the attachments identified below shall be submitted with your proposal.**
  - **Addendums:** Addendums may be posted to this solicitation. Respondents are required to submit signed addendums with their sealed response. The Respondent shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation.
  - **Attachment A: PROPOSAL SUBMITTAL FORM AND EXECUTION:** Failure to complete, sign, and return the proposal submittal form and execution with your offer by the deadline will result in the disqualification of your proposal.
  - **Attachment B: REFERENCE SHEET:** Provide the name, address, telephone number and e-mail of at least three (3) valid Municipal, Government agencies, or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.
  - **Attachment C: SUBCONTRACTOR INFORMATION FORM:** Provide a signed copy of the Subcontractor Information Form.

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- **Attachment D: MINIMUM AND PREFERRED SOFTWARE AND MODULE CHECKLIST:** Fill out and return the attached checklist to the City with your response.

10. **CONFIDENTIALITY OF CONTENT:** As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
  - A. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
  - B. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.
11. **SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Round Rock is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Round Rock.
12. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

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**PART II  
DEFINITIONS, STANDARD TERMS AND CONDITIONS,  
AND INSURANCE REQUIREMENTS**

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions, Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Respondents to stay apprised of changes. The City's Definitions, Standard Terms and Conditions can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/>
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/> In addition to these insurance requirements the City also requires the following coverage:

**Professional Liability for Software Contracts:** Professional Liability Insurance. The Contractor shall provide coverage, at a minimum limit of \$2,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission, or breach of security (including but not limited to any confidential or private information) arising out of the performance of professional services under this Agreement. The required coverage shall extend to technology licensed and/or purchased, including any Software licensed or Hardware purchased under this Contract.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

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**PART III  
SUPPLEMENTAL TERMS AND CONDITIONS**

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
  - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
  - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
  - A. Be firms, corporations, individuals or partnerships normally engaged in providing report management and scheduling systems for fire departments as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
  - B. In order to confirm financial stability, the City may choose to review audited financial statements at any time throughout the RFP evaluation process. The Respondent shall provide two years of audited financial statements, including any notes or supplemental schedules within 2 business days upon request.
  - C. The Respondent shall include in the proposal a list all litigation the company or its principals have been involved in within the last three (3) years.
  - D. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFP process.
3. **SUBCONTRACTORS:** The City will allow subcontracting, but a single source is preferred. If Subcontractors will be used the Respondent is required to complete and submit with their proposal response Attachment C: Subcontractor Information Form. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. The Contractor shall:
  - A. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
  - B. Be the City's contact for all modules, even if they are provided by a subcontractor.
  - C. Submit a plan for how your company will address any issues, technical or otherwise, from your sub-contractors.
  - D. Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Vendor, with the City being named as an additional insured;
  - E. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City; and
  - F. Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.
4. **WORKFORCE:** Successful Respondent shall:
  - A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner;

- B. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.

5. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line item charges shall be permitted for either response or invoice purposes.
6. **PRICE INCREASE:** Contract prices for report management and scheduling systems shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 5% for any single line item.
- A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi/>.
- B. **Procedure to Request Increase:**
- i. Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:
- City of Round Rock  
Purchasing Department  
Attn: Contract Specialist  
221 E Main Street  
Round Rock, TX 79664-5299**
- ii. Upon receipt of the request, the City reserves the right to either accept the escalation and make change to the purchase order within 30 days of the request, negotiate with the Contractor, or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
7. **ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City; the vendor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere
8. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondent's performance at any time during the contract term.

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**9. POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**

- A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
- B. **The City's designated representative:** The City's designated representative shall be:  
**James Gossard**  
**Battalion Chief, Battalion 2B**  
**Fire Department**  
**Phone: 512-748-7924 or 512-218-6635**  
**E-mail: [jgossard@roundrocktexas.gov](mailto:jgossard@roundrocktexas.gov)**

**10. INTERLOCAL PURCHASING AGREEMENTS:**

- A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement

#### **PART IV SCOPE OF WORK**

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks proposals from firms experienced in providing report management and scheduling systems predominantly used by municipal fire departments. The new system will need to have expansion capabilities to accommodate future municipal growth. The RRFD currently has up to 151 people that will have access to the system. Of the 151 of users, there will be up to 35 people utilizing the new system at any given time. All personnel are dynamic users that will generate up to 2,000 entries a month which include a roughly 1,000 fire reports, ISO training entries, staff activities, building inspections, and new plan entries to name a few.

2. **BACKGROUND:** The RRFD is a career fire department that has 11 front line fire apparatuses with 151 uniformed personnel housed in 9 fire stations. The Department has four divisions; Suppression, Training, Prevention, and Administration. The Department responds to structural, transportation, and wildland fires, Haz-Mat incidents, technical rescues, Emergency Medical Services (EMS) first response with Basic Life Support (BLS) and Advanced Life Support (ALS) providers. The Department also does inspections for new and existing buildings, public education, and arson investigations. The RRFD provides service to the City of Round Rock as well Williamson County Emergency Services District (ESD) #9, with a total population of 135,000. The RRFD answered 11,295 calls for service in 2018 with approximately 65% of the calls generating an EMS report and the other 35% generating only a Fire report.

The City currently utilizes FireHouse (FH) software on a locally owned server. This set-up provides the fire department with real-time data management. All electronic records have been maintained on this server system since the City moved to an electronic report writing system 16-17 years ago. FH has recently been purchased by another company and the new company will provide technical and online support for FH, but they will not provide any updates or expansions, so the system is entering its end-of-life (EOL) stage. In order to stay up to date and compliant, we need to transition to a new report management system before the current version of FH reaches EOL.

The City will be transferring some records from FH, predominantly from the Prevention Division and some Geographic Information System (GIS) information. These documents will vary from Excel spreadsheets to proprietary files from FH.

3. **GENERAL SOFTWARE AND SERVICE REQUIREMENTS:** The proposed software shall-
  - A. Host all City data in a cloud-based solution for an indefinite period of time. Data provided by the City of Round Rock is the property of the City and shall not be shared with parties outside of this contract except with the express, written consent of the City.
  - B. Be provided with software support, training (online or in-person), and user forums if available.
  - C. Maintain personnel management feature (individual address, contact info, phone numbers, badge number, hire date, etc.).
  - D. Be a cloud-based system with web access and/or an application compatible with all mobile platforms;
  - E. Provide the City with real-time access to all data including from inspections, fire calls, medical calls, training records, and all other modules in the application/system and run real-time reports, which include canned reports and ad hoc reports;
  - F. Have multi-level user access and permissions;
  - G. Have the ability to create user defined fields & forms;
  - H. Be able to create and track staff activities including CRR (Community Risk Reduction), Hydrants, Pre-Plans, Daily/Weeklies, Physical Training;
  - I. Be able to create and maintain ISO training tracking log to track ISO training hours and sort by a variety of methods such as shift, month, stations, etc.;



- J. Have the ability to maintain a Quality Improvement/Quality Assurance Process;
- K. Be able to attach large files of at least 4GB to any of the modules;
- L. Have the capability to import from \*.csv, Excel, National Fire Incident Reporting System (NFIRS), crystal reports, Arc GIS, Fire Fighters: Individuals and Departments Online (FIDO), Texas Commission on Fire Protection (TCFP);
- M. Have the capability able to export to \*.csv, Excel, NFIRS (National Fire Incident Reporting System), Crystal Reports, ESRI, FIDO (Fire Fighters: Individuals and Departments Online), TCFP (Texas Commission on Fire Protection);
- N. Be able to print to \*.pdf and network printers from all platforms, including mobile platforms;
- O. Be able to interface with external CAD vendors;
- P. Be able to create plus-1 codes and the ability to edit NFIRS code definitions;
- Q. Provide updates to new/current NFIRS standards;
- R. Populate information from the inspections and prevention modules to other modules as information is updated;
- S. Load, search, amend, and access the current TCFP requirements, amendments, appendices, and associated documents;
- T. Transfer all data to the City of Round Rock servers within 90 days in a format usable by the Department or to another RMS in the event that either party terminates the contract.

**4. ADDITIONAL SOFTWARE AND SERVICE REQUIREMENTS FOR THE FIRE MARSHALL'S OFFICE:** In addition to the requirements stated in Part IV, Item 3 the Fire Marshall shall be able to-

- A. Add, search, amend, and access the current fire code, view fire code amendments, appendices, and associated documents, while maintaining the same access to previous versions;
- B. Load, search, amend, and access the current City ordinances, amendments, appendices, and associated documents, while maintaining the same access to previous versions;
- C. Create ad hoc checklists that cross reference the fire code with searchable fire code numbers, ordinances, amendments, appendices, and associated documents;
- D. Send emails with attachments from the within the application;
- E. **Preferred** software and service requirements include the ability to use, as a standard, NFPA building construction categories and sub-categories across the application/system.

**5. ADDITIONAL SOFTWARE AND SERVICE REQUIREMENTS FOR THE INFORMATION TECHNOLOGY DEPARTMENT:** In addition to the requirements stated in Part IV, Item 3 the Information Technology Department will require-

- A. Using the same sign on or single sign on with Active Directory integration;
- B. The retainage of a copy of all data after the term of the contract has expired.

**6. PREFERRED SOFTWARE AND SERVICE CAPABILITIES:** As preferred software/service these are not minimum requirements but are software capabilities that may benefit the City and could include-

- A. Provide the City with 24/7 support services, 365 days a year;
- B. Set information from the inspections and prevention modules as the MASTER list for all other associated modules and to set access permissions;
- C. Use speech-to-text across all modules;
- D. Create customizable dashboards that will query all fields across the entire application/system, including any user defined fields and ad hoc fields;



- E. Integrate application/system with Microsoft Office, including Outlook, Excel, Word, and PowerPoint;
- F. Create, load, search, amend, and access fillable forms, alert designated recipients that forms requiring their attention have been filled out, and to email, fax, or otherwise transmit forms to internal and external recipients in a manner that will maintain all necessary privacy standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA);
- G. Display data analytics;
- H. Autogenerate narratives using user defined templates;
- I. Create financial reports directly from the application that can be emailed to internal and external contacts in multiple formats;
- J. Auto-update to new/current NFIRS standards;
- K. Attach weather meta data (auto-attachment is preferred), and the ability to user-define which NFIRS codes to auto attach weather meta data for;
- L. Attach State of Texas, the Texas Commission on Environmental Quality (TCEQ) [TIER II](#) attachments to addresses across all modules;
- M. **Training preferences** may include the following:
  - i. Ability to create, track, and delineate between standard training levels such as Level I and Level II training per TCFP, ISO training, and Texas Department of State Health Services (TDSHS) training;
  - ii. Create training sessions, courses, and exams as per TFCP Standards;
  - iii. Ability to query training records for individuals for TCFP audit for Company Officer and Battalion Chief use;
  - iv. Ability to create, track, and delineate between standard training levels as defined by the Texas Commission on Law Enforcement (TCOLE).
- N. **Personnel Management Software preferences** may include the following:
  - i. A scheduling module with the ability to be accessed across all platforms that is customizable and has user defined fields.
  - ii. Ability to search across all personnel management fields and utilize a logic tree to pick appropriate personnel for staffing;
  - iii. Ability to update, in real time, the staffing on apparatus in other modules, track hours worked in both standard and user defined categories, and has multiple permissions levels that can be set by levels such as rank or other identifiers;
  - iv. Ability to integrate with Tyler Technologies- Munis, direct integration is preferred.
- O. **Inventory Management Software preferences** may include the following:
  - i. Ability to complete inventory checklists on multiple apparatus types and create notifications to appropriate recipients. This function should include tracking of historical logs;
  - ii. Ability to develop user defined templates to electronically track personnel issued inventory, associated costs, and create fiscal reports.
  - iii. Ability to define multiple inventory types and develop user defined templates to track inventory across multiple modules, locations (stations, apparatus, and supply caches/stock) groups (Team), stations, apparatus, and individuals, etc., possibly through Radio Frequency Identification (RFID);
  - iv. The ability to track and report on all [NFPA requirements](#) for all equipment and gear;

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- v. The ability to provide robust reporting across multiple data points from within the application, real time data is preferred.

7. **REPORT REQUIREMENTS:** The software shall-

- A. Create and save ad hoc reports for future use;
- B. Must be able to create ad hoc checklists that cross reference the ISO (Insurance Services Office) training hours;

8. **CITY RESPONSIBILITIES:** The City will-

- A. Provide network connectivity to the internet.
- B. Assist with testing.
- C. Require a copy of all documentation.
- D. Provide systems to connect to hosted environment.
- E. Be available for city network connectivity troubleshooting.
- F. Provide CORR IT personnel to be available for installation and will oversee installation of any software that they, themselves are not able to install on their own. The CORR IT department will make the final decision on any software products that are installed or run on CORR Systems.
- G. Provide CORR IT department personnel to install the software on individual CORR systems if the software company that is awarded the contract has a product that needs to be installed on individual CORR systems.

**PART V  
PROPOSAL PREPARATION INSTRUCTIONS  
AND EVALUATION FACTORS**

1. **Proposal Acceptance Period:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
2. **Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
3. **Exceptions:** Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.
4. **Proposal Preparation Costs:** All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.
5. **Proposal Response:** Responses shall be clear and concise and shall include at a minimum: title page, transmittal letter, index or table of contents, dividers for each section and all required attachments. One page shall be interpreted as one side of a double-spaced, printed, 8 ½" X 11" sheet of paper. It is recommended that responses be submitted in ringed binders, metal spirals, or another bound format that best contains all required documentation for submission.
6. **Proposal Format:** Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall include a title page, index or table of contents, dividers for each section and all required attachments and addendums to be organized in the following format by Tab and informational sequence:
  - A. Tab 1- Business Organization: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
  - B. Tab 2 – System Concept and Solution: Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
  - C. Tab3 – Program: Describe your technical plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate:
    - i. A description of your work program by tasks. Detail the steps you will take in proceeding from pre-implementation to full implementation and describe or provide visuals of the estimated timeline.
      - a. Include the average amount of time it has taken to set up previous clients with your Company's RMS software system and
      - b. Include the contact information of the personnel assigned to implement this system.
    - ii. The training City personnel will have access to and when that aspect will be covered in the implementation timeline. Describe if training is conducted in-person, is web-based, via training modules, etc.
    - iii. Describe in detail how minimum requirements are met and implemented across modules. Include information regarding live versus manual imports, frequency, etc. Include any deviations from minimum requirements and how those concerns will be addressed.

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- iv. The plan for how your company will address any issues, technical or otherwise, from your subcontractors or the Company itself.
    - a. Describe access to assistance and technical support the City can expect to be provided with.
    - b. Describe what measures the Contractor has in place to ensure deliverables by any subcontractors.
  - v. The degree to which your company will meet minimum requirements, and which preferred software capabilities your company can provide (please describe any we did not list that your company offers).
  - vi. The points at which written, deliverable reports will be provided.
  - vii. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must clearly state their compliance with terms of this Request for Proposal (RFP) or their exceptions.
  - viii. Any and all litigation the company or its principals have been involved in within the last three (3) years.
  - ix. Detail your expectations of what you will need from the City to successfully complete this endeavor.
- D. Tab 4 – Project Management Structure: Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- E. Tab 5 – Prior Experience: Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.
- F. Tab 6 – Personnel: Include names, qualifications, and resumes of all professional personnel who will be assigned to the account. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title.
- G. Tab 7- Authorized Negotiator: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- H. Tab 8 – Attachments and Addendum including Attachment A – Proposal Submittal Form, Execution, Attachment B – Reference Sheet, Attachment C – Subcontractor Information Form and signed addendums (if applicable).
- I. Tab 9 – Cost Proposal: Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated.
- i. Manpower. Itemize to show the following for each category of personnel with separate hourly rate.
    - a. Manager, senior consultant, analyst, software administrator, subcontractor etc.;
    - b. Estimated hours for each category of personnel;
    - c. Rate applied for each category of personnel.
  - ii. Itemized Cost of supplies and materials.
  - iii. Other itemized costs: specifically address which services are optional and will result in additional costs and the price of those services.
  - iv. Travel Expenses- Travel expenses shall be in compliance with City travel policy.
  - v. Total (not to exceed) Cost that includes implementation and training.

City of Round Rock

Report Management System

for Fire Department

RFP No. 20-017

Class/Item: 208-57 / 208-63

JUNE 2020

**7. EVALUATION CRITERIA:** The intent of the City is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which proposal best meets the requirements and provides the best overall value to the City.

**A. Evaluation Criteria: Weights:**

- |  |               |
|--|---------------|
| • Respondent's Program, Approach, and Timeline         | 60 pts        |
| • Individual and Company Experience and Qualifications | 20 pts        |
| • <u>Cost Proposal</u>                                 | <u>20 pts</u> |

Maximum Weight: 100 pts

- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
- C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.
- D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
- E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
- F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
- G. The City may develop a "short list" of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

**8. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:**

- A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any contact by the Respondent with the City regarding this RFP, other than those submitted in writing will result in disqualification of the Respondent's proposal.
- B. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
- C. If negotiations are successful, the City and Respondent may enter into an agreement.
- D. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent. The City may then:
- Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions and cost with that Respondent.
  - The City shall continue this process until an agreement is entered into or all negotiations are terminated.
- E. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.

City of Round Rock

Report Management System

for Fire Department

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- F. An independent signed authorized contract will be sent to the successful Respondent. Execution of a City of Round Rock contract is required prior to starting work and processing any payments to the awarded Respondent.

9. **POST AWARD MEETING:** The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:

- A. Provide City contact(s) information for implementation of the Agreement.
- B. Identify specific milestones, goals and strategies to meet objectives.

## Cover Letter

July 17, 2020

Cheryl Kaufman, Purchasing Supervisor  
City of Round Rock  
221 E. Main St.  
Round Rock, TX 78664

Ms. Kaufman,

In response to your request for proposal, ESO has included supporting documentation for the solicitation RFP 20-017 Report Management System for Fire Department.

ESO has been a leader in providing integrated, innovative and user-friendly solutions for the public safety and prehospital industry since 2004 with a focus on improving response, care and outcomes for every community member our customers serve. Our products are designed to help fire organizations and their communities enhance the quality of response, improve operational efficiencies and reduce costs. Created and developed by fire, medic and health information technology professionals, our products are built to fit the needs of today's changing EMS and fire industries and include intuitive features for field staff while supplying administrators deep analytical capabilities needed for reporting state and federal documentation.

ESO's CEO, executive staff and management, account managers, implementation specialists and certified software trainers have extensive experience in the fire and prehospital environment. We currently have over 200 employees and are continuing to grow. Our headquarters are in Austin, Texas and Des Moines, Iowa is home for our FIREHOUSE Software staff. Regional account representatives typically live in the region in which they work, and we have a small group of support and engineering employees that work remotely across the United States. No matter where our employees are, they are here to support our customers and ensure a successful ESO experience. With a high client retention rate, we know that our people make the difference – and we are well known in the industry for our character, integrity, reputation, and judgement. We encourage your agency to contact our references and to ask about ESO throughout the industry.

We are committed to fulfilling the requested work in accordance with requirements outlined in your request for proposal. We look forward to demonstrating our product capabilities.

All of the information and data submitted are true and complete to the best of my knowledge.

Sincerely,

Joanna Hallett  
Senior Regional Account Manager  
11500 Alterra Parkway #100  
512.550.7150  
[Joanna.hallett@eso.com](mailto:Joanna.hallett@eso.com)

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## Executive Summary & Project Approach

### *Why ESO?*

ESO works with more than 10,000 EMS agencies, fire departments, and hospitals to improve community health and safety through the power of data. Our EMS customers leverage our full product portfolio to capture essential data in the prehospital setting that can be quickly and easily transferred to a hospital emergency department to ensure accurate and timely care to improve patient outcomes. Fire departments use our ESO Fire Suite to be equipped with knowledge and insights about a particular property before responding to a fire – this helps ensure firefighter safety and minimizes damage, risk and exposure to dangerous chemicals and other hazards. Additionally, fire departments capture important information on-scene that can later be analyzed and reviewed to identify key trends. Hospitals use our first-of-its-kind Health Data Exchange for closed-loop, bi-directional information sharing with EMS agencies in their community to improve overall patient health. Data without analysis is simply a collection of information with no purpose. At the core of ESO's product portfolio is a powerful analytics tool that comes standard with the platform and allows all of our customers to identify key trends and patterns in their community that will improve response times, patient outcomes, responder safety, community safety, and more.

### *What problem are you solving?*

The CEO of a company called Mixpanel has said: "Most of the world will make decisions by either guessing or using their gut. They will be either lucky or wrong." For EMS agencies, fire departments and hospitals, lucky or wrong is not an option when it comes to patient health and community safety. ESO was founded on the premise that the smarter use of data to provide clinical and operational insights will improve community health and safety by helping agencies and departments get access to the information they need in real time as well as helping organizations identify gaps in training, documentation, procedures, etc.

When the company was founded in 2004, many departments and agencies were using paper solutions to capture critical patient information in the prehospital setting (for example, when an ambulance showed up at a car crash). A paper solution proposes multiple problems, including lack of security regarding important patient information, no ability to perform analytics and discover trends, no ability to quickly and easily share information with a hospital emergency department, and high likelihood that notes could get lost, smudged or destroyed; this had an impact on positive patient results.

### *What is your solution?*

ESO created a cloud-based solution called electronic patient care reporting (ePCR) software to help paramedics capture essential patient data in the field. This software would allow agencies to capture important information in a way that is HIPAA-compliant, would allow for analysis and insights to be gleaned that would help drive improvements across departments and agencies, and would allow important information to be shared en route with hospital emergency departments to ensure a patient with a serious condition would get treatment immediately upon arrival.

ESO created additional products that extend the value of the ePCR platform, including a product called ESO Health Data Exchange to share information between EMS agencies and hospitals, as well as incident reporting software for fire departments. Since its inception, ESO customers around the country are using data in ways that would not have been conceivable even a few years ago. In Washington, one agency created visual heat maps of opioid calls to create proactive campaigns and

other programs that targeted individuals in areas with the densest activity to reduce the opioid epidemic in their community. In Kentucky, one hospital system was able to improve insight into patients arriving by ambulance by as much as 63% in the first week of implementing ESO software, significantly increasing the probability that an arriving patient would get the right treatment in a much timelier manner.

#### *Why is ESO best suited to solve this problem?*

There is always competition. And companies will come and go with point solutions they believe will solve an industry problem – but many of these companies don’t fully understand the nuances of our industry. We engage our customers as a partner – as a part of the industry -- not a vendor. We have deep relationships, which are absolutely critical in this industry, and a longstanding history of success with our customers. We are also innovators that understand where the industry is going in the next 5-10 years and help our customers get there as part of an evolutionary process, not a disruptive process. Our customer retention rate is north of 97%. We are the largest software provider to EMS agencies and fire departments. We have significant investment resources to ensure our stability and longevity. We have the industry wherewithal and expertise to understand how subtle technology or policy changes can have significant impact on our customers, and we freely share our knowledge with the industry to help organizations succeed -- because, at the end of the day, that's what helps improve community health and safety.

#### *Why are ESO and the City of Round Rock good partners?*

ESO is just down the road! We have been fortunate to partner with Travis and Williamson Counties, which enables the benefit of our “Mobile to Mobile” patient care transfer capability for Round Rock Fire to easily hand off and share information with your transport partners and other departments. Many of your neighboring departments are also ESO users; many of your surrounding hospitals are also utilizing our Health Data Exchange platform.

We have implemented many large departments on ESO EHR and Fire solutions and have more than 2,500 EHR implementations. From solutions with NarcBox for controlled substance tracking, to partnerships with Fire Rescue 1 and EMS 1 Academy, a full RMS solution providing proper and easy documentation, a wealth of data and unprecedented ease and access, we offer the experience and service beyond that of just a vendor.

As a company, we continue to grow our product offerings and seek out interoperability and integration at every opportunity to offer our customers the best in class, most efficient products. We acquired FIREHOUSE Software and with it their decades of experience and customers in 2017. We have an exclusive partnership with ESO Alerting®- a software designed to improve communication, including time-sensitive emergencies, between the ambulance and the hospital. And we still have much to come! Our goals are to grow with the industry and continue to provide offerings that integrate with your work flow.

## Business Organization

Company Information	
Legal Name	ESO Solutions, Inc.
Address	11500 Alterra Parkways, Suite 100 Austin, Texas 78758
Phone Number	(866).766.9471
Type of Entity	Corporation, Private (incorporated in Texas)
Federal EIN	36-4566209

Contact Information		
Individuals Authorized to Bind and Execute	Allen Johnson <i>Chief Product Officer</i>	<a href="mailto:allen.johnson@eso.com">allen.johnson@eso.com</a> ext. 1017
	Cortney Johnson <i>Chief Financial Officer</i>	<a href="mailto:cortney.johnson@eso.com">cortney.johnson@eso.com</a> ext.1036
Questions Regarding RFP	Joanna Hallett (PRIMARY) Senior Regional Account Manager	<a href="mailto:joanna.hallett@eso.com">joanna.hallett@eso.com</a> (512) 550-7150
Contractual Matters	Scott Kelly <i>Director of Contracts</i>	<a href="mailto:Scott.kelly@eso.com">Scott.kelly@eso.com</a> (512) 308-6508

### *Joint Venture*

ESO Solutions, Inc. is not presenting a joint venture or association.

### *Introduction: Company Background & Experience*

ESO has been a leading provider of integrated, innovative and user-friendly solutions for the pre-hospital healthcare industry since 2004, bringing together industry leaders in EMS, software design and information technology to deliver clinically sophisticated, end-user friendly Software-as-a-Service (SaaS) solutions for hospitals and emergency medical and fire services. The products are designed to help EMS and hospitals enhance the quality of care, improve efficiencies and reduce costs.

### *Financial Solvency, Fiscal Responsibility & Financial Capability*

ESO Solutions, Inc. is a privately held corporation, established in 2004. We are based in Austin, Texas. ESO does not have any judgments, pending or expected litigation, or other real potential financial reversals, which might materially affect the viability or stability of our company.

In 2016, ESO completed a \$15 million Series C funding round with Accel KKR. In 2017, we acquired SafetyPAD and FIREHOUSE Software and in 2019 we acquired eCore Software, these acquisitions could not have been completed without a very healthy financial position.



## System Concept and Solution

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 Colorado Springs Fire in respect to your need for a records management system, we present the following approaching 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. EHR integrates with ESO FIREHOUSE Incidents.

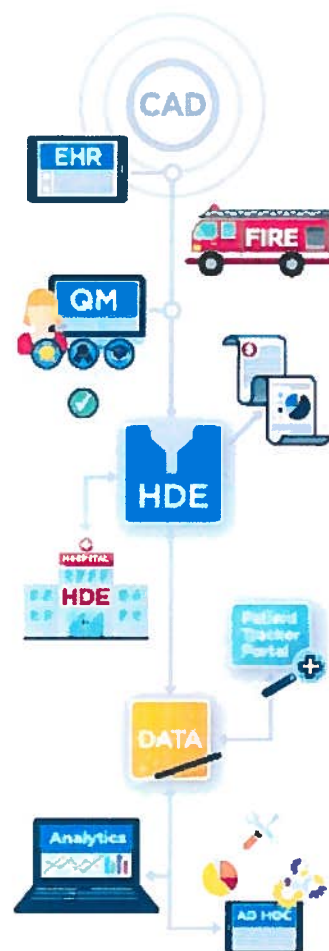
### Records Management System (RMS) for Fire:

ESO began building components of its RMS for fire in 2010, with the launch of an NFIRS reporting system. In 2017, ESO acquired FIREHOUSE Software, combining the historical robustness of the FIREHOUSE Software system with ESO's expertise in building superior software – ESO is positioned to provide the best of fire RMS for the needs of our customers.

As ESO continues to grow and expand their fire RMS offering, the goal is to take the best and brightest elements of FIREHOUSE and integrate them into the look and feel of ESO products. In choosing ESO, users are able to select the option that works best for their needs to provide the best in patient care and public safety.

The full ESO Software capabilities include:

- **ESO EHR:** ESO EHR easily captures critical patient care information 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, making data submission worry free.
- **ESO Analytics:** ESO Analytics makes complex data accessible 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 administrators the ability to review clinical and operational document to drive improvement.
- **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 to support quality activities along the continuum of care. HDE gives EMS the power to increase efficiency, advance quality and improve patient care.
- *TrackEMS*: TrackEMS delivers a configurable mobile application for EMS and hospital staff to securely and efficiently communicate during time sensitive emergencies.
- *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 Billing*: ESO Billing streamlines the reimbursement process by automating workflows and minimizing the cost for each claim processed, delivering faster reimbursements and great efficiencies.
- *ESO Dispatch*: ESO Dispatch simplifies dispatching needs through pre-scheduled transportation management, linked runs and powerful mapping so the right unit gets to the right place at the right time.
- *ESO Payer Insight*: ESO Payer Insight pairs with ESO Health Data Exchange to give your billing team in-app access to patient insurance, demographic information and other related patient billing information directly from the hospital
- *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.

### *Understanding of and Compliance with Technical Requirements*

ESO understands that Round Rock FD is looking for an all in one records management solution that allows for documentation of a medical incidents as well as fire incidents. In addition, the FD would like to track personnel training and credentials as well as have a scheduling program to not only staff all units but links to the Incidents module for easier documentation. Round Rock FD would also like to track capital equipment in order to keep maintenance records and monitor where all equipment is located.

We have additionally included information regarding our properties and inspections module and while specific requirements did not address, the answers in the addendum discussing number of inspections gives the impression that this module may also be desired.

ESO also offers checklists as part of the asset management platform. This allows for daily checks of equipment that tie back to an admin console where administrators can monitor status of equipment and get notified of any faulty equipment.

From the clinical perspective, ESO also offers the ability to receive outcome data through Williamson County EMS by using the built-in mobile to mobile feature where a provider initiates the record on his/her computer and can transfer data to the transporting unit. This link will then pass any outcome data that Williamson County receives back to your providers.

The ESO Personnel Management Module (PM) has the ability to track personnel information as well as classes conducted, allowing hours and points to be assigned to those successfully completing a course. ESO PM does not provide content, but we do have a partnership with Lexipol (FireRescue1 Academy) who do offer courses in both EMS and Fire.

Below is Attachment D with our responses. A couple of items to clarify:

We allow for attachments, but 4GB per attachment is a huge file and more than we allow. We typically max at 10-20MB.

Active Directory and Single Sign-on – ESO does not interfere with your ability to use Active Directory, but we do not allow other applications to send passwords to our software given the amount of HIPAA related data that we store. So, the user can continue with Active directory for other applications, but would still have to provide login credentials to access the ESO Suite.

When referring fillable forms, ESO has the ability to upload forms into the EHR where they can be filled out by a crew and accessed. These are designed to be specifically related to that incident and remain attached to the record and can be viewed by anyone with access. ESO Asset Management also allows for the creation of custom forms that are reportable.

## ATTACHMENT D

MINIMUM AND PREFERRED SOFTWARE AND MODULE  
CHECKLIST

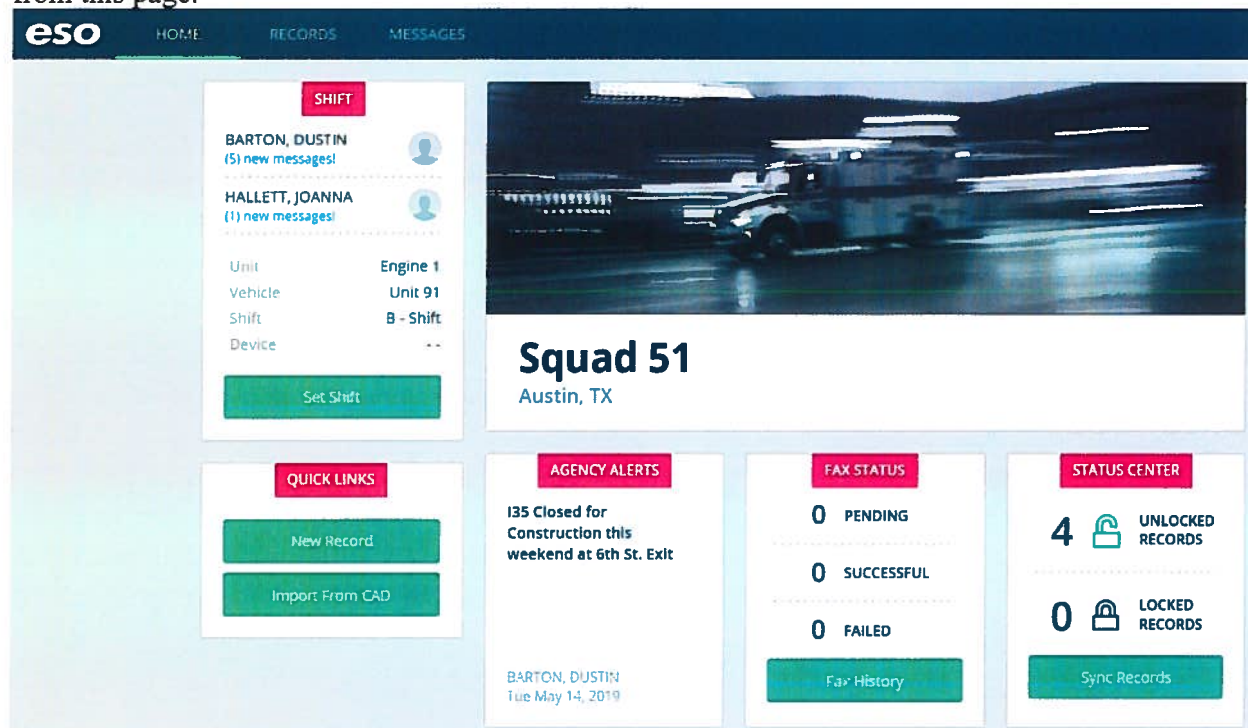
MINIMUM SOFTWARE REQUIREMENTS:	YES	NO
Cloud-based solution with web access and/or an application compatible with all mobile platforms	X	
Software Support	X	
Software Training	X	
Personnel Management Feature	X	
Provide the City with real-time access to all data	X	
Run real-time reports including canned and ad hoc reports	X	
Multi-level user access and permissions	X	
Ability to create user defined fields and forms		X
Ability to create and track staff activities	X	
Create and maintain ISO training tracking log that is sortable	X	
Ability to maintain a Quality Improvement/Quality Assurance Process	X	
Ability to attach large files of at least 4GB to any of the modules		X
Have the capability to import from *.csv, Excel, National Fire Incident Reporting System (NFIRS), crystal reports, Arc GIS, Fire Fighters: Individuals and Departments Online (FIDO), Texas Commission on Fire Protection (TCFP)	X	
Ability to print to *.pdf and network printers from all platforms, including mobile platforms	X	
Ability to interface with external CAD vendors	X	
Ability to create plus-1 codes and the ability to edit NFIRS code definitions	X	
Provide updates to new/current NFIRS standards	X	
Populate information from the inspections and prevention modules to other modules as information is updated	X	
Load, search, amend, and access the current TCFP requirements, amendments, appendices, and associated documents	X	
Transfer all data to the City of Round Rock servers within 90 days in a format usable by the Department	X	
Add, search, amend, and access the current fire code, view fire code amendments, appendices, and associated documents, while maintaining the same access to previous versions	X	
Load, search, amend, and access the current City ordinances, amendments, appendices, and associated documents, while maintaining the same access to previous versions	X	
Create ad hoc checklists that cross reference the fire code with searchable fire code numbers, ordinances, amendments, appendices, and associated documents	X	
Send emails with attachments from the within the application	X	
Ability to use the same sign on or single sign on with Active Directory integration		X
Retainage of a copy of all data after the term of the contract has expired	X	
PREFERRED SOFTWARE REQUIREMENTS:	YES	NO
Software User forums (if available)	X	
Provide the City with 24/7 support services, 365 days a year	X	
Set information from the inspections and prevention modules as the MASTER list for all other associated modules and to set access permissions	X	
Use speech-to-text across all modules	X	
Create customizable dashboards that will query all fields across the entire application/system, including any user defined fields and ad hoc fields	X	
Integrate application/system with Microsoft Office, including Outlook, Excel, Word, and PowerPoint	X	
Create, load, search, amend, and access fillable forms		X
Alert designated recipients that forms requiring their attention have been filled out		X



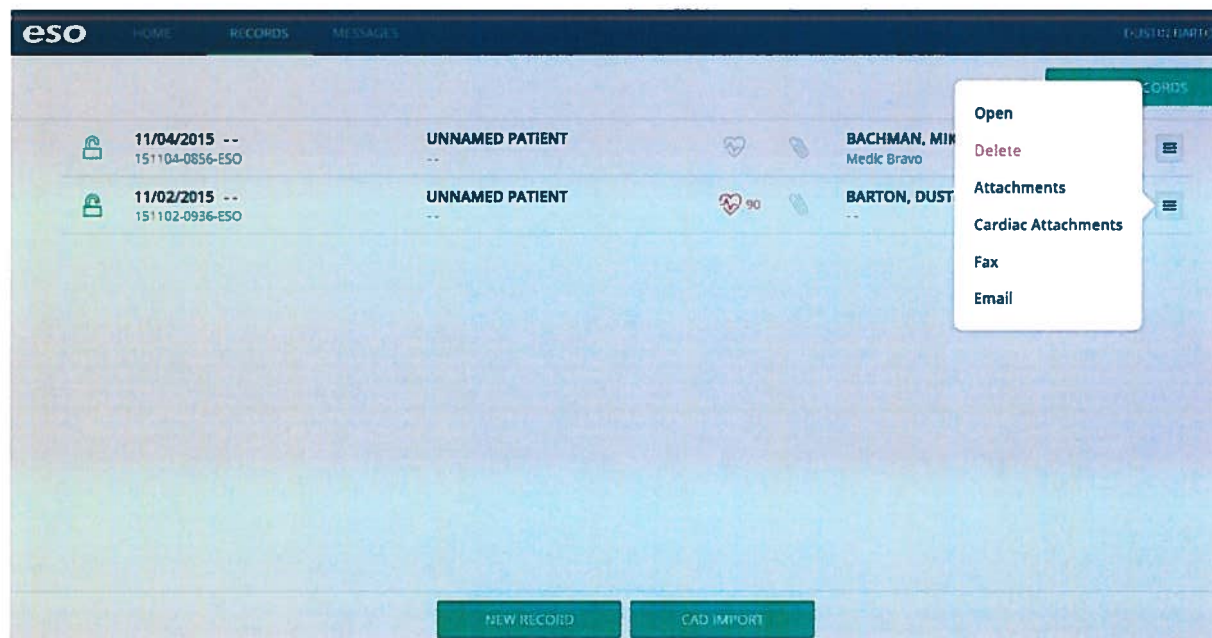
transmit forms to internal and external recipients in a manner that will maintain all necessary privacy standards		
Display data analytics	X	
Autogenerate narratives using user defined templates		X
Create financial reports directly from the application that can emailed to internal and external contacts in multiple formats	X	
Auto-update to new/current NFIRS standards	X	
Attach weather meta data (auto-attachment is preferred), and the ability to user-define which NFIRS codes to auto attach weather meta data for	X	
Attach State of Texas, the Texas Commission on Environmental Quality (TCEQ) <a href="#">TIER II</a> attachments to addresses across all modules	X	
<b>TRAINING MODULE PREFERENCES:</b>	<b>YES</b>	<b>NO</b>
Ability to create, track, and delineate between standard training levels such as Level I and Level II training per TCFP, ISO training, and Texas Department of State Health Services (TDSHS) training	X	
Create training sessions, courses, and exams as per TFCP Standards	X	
Ability to query training records for individuals for TCFP audit for Company Officer and Battalion Chief use	X	
Ability to create, track, and delineate between standard training levels as defined by the Texas Commission on Law Enforcement (TCOLE)	X	
<b>PERSONNEL MANAGEMENT MODULE PREFERENCES:</b>	<b>YES</b>	<b>NO</b>
A scheduling module with the ability to be accessed across all platforms that is customizable and has user defined fields	X	
Ability to search across all personnel management fields and utilize a logic tree to pick appropriate personnel for staffing	X	
Ability to update, in real time, the staffing on apparatus in other modules, track hours worked in both standard and user defined categories, and has multiple permissions levels that can set by levels such as rank or other identifiers	X	
Ability to integrate with Tyler Technologies- Munis, direct integration is preferred	X	
<b>INVENTORY MANAGEMENT MODULE PREFERENCES:</b>	<b>YES</b>	<b>NO</b>
Ability to complete inventory checklists on multiple apparatus types and create notifications to appropriate recipients. This function should include tracking of historical logs	X	
Ability to develop user defined templates to electronically track personnel issued inventory, associated costs, and create fiscal reports	X	
Ability to define multiple inventory types and develop user defined templates to track inventory across multiple modules, locations (stations, apparatus, and supply caches/stock) groups (Team), stations, apparatus, and individuals, etc., possibly through Radio Frequency Identification (RFID)	X	
The ability to track and report on all <a href="#">NFPA requirements</a> for all equipment and gear	X	
The ability to provide robust reporting across multiple data points from within the application, real time data is preferred	X	
<b>REPORT MINIMUM REQUIREMENTS:</b>	<b>YES</b>	<b>NO</b>
Create and save ad hoc reports for future use	X	
Create ad hoc checklists that cross reference the ISO (Insurance Services Office) training hours	X	

### 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 screenshot shows the 'Incident Details' page in the ESO application. The left sidebar contains a navigation menu with options: RESPONSE, SCENE, PERSONNEL, DISPOSITION, DESTINATION, TIMES, MILEAGE, ADDITIONAL, NFIRS, and PPE / EXPOSURE. The main content area is titled 'Response' and contains the following fields:

- Incident Number:** 151102-0936-ESO. A 'CAD Import' button is located to the right of this field.
- Run Number:** (Empty text field)
- Run Type:** MIH Visit (Selected from a dropdown menu)
- Priority:** Lights/Sirens (Selected from a group of buttons: Lights/Sirens, Lights/Sirens, Downgraded, No Lights/Sirens, Other)
- Shift:** (Empty dropdown menu with a 'Select' button)
- Unit:** (Empty dropdown menu with a 'Select' button)

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.

The screenshot shows the 'Patient Info' page in the ESO application. The left sidebar contains a navigation menu with options: DEMOGRAPHICS, CONTACT, MEDICATIONS, ALLERGIES, HISTORY, and BELONGINGS. The main content area is titled 'Patient Info' and shows a patient lookup modal. The modal is titled 'Select a record' and displays a table of records:

Record Date	Patient Name	Patient Date of Birth	SSN
11/03/2015 @09:53:58	BOBBY, RICKY	07/16/1971	XXX-XX-7777
11/03/2015 @09:31:43	BOBBY, RICKY	07/16/1971	XXX-XX-7777
11/03/2015 @09:06:49	BOBBY, RICKY	07/16/1971	XXX-XX-7777
11/02/2015 @21:01:51	BOBBY, RICKY	07/16/1971	XXX-XX-7777
11/02/2015 @09:35:03	BOBBY, RICKY	07/16/1971	XXX-XX-7777

Below the table, it states: '15 records from last 90 days matching "BOBBY" & "77777777"'. There are 'Cancel' and 'Import' buttons at the bottom of the modal. The background shows the 'Patient Info' page with a sidebar containing options: DEMOGRAPHICS, CONTACT, MEDICATIONS, ALLERGIES, HISTORY, and BELONGINGS. The main content area is titled 'Patient Info' and shows a patient lookup modal. The modal is titled 'Select a record' and displays a table of records:



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.

The screenshot shows the 'ESO QUICKTREAT VITALS' interface. At the top, there's a navigation bar with 'PATIENT DOE', 'ALERT', 'GENERAL', 'MEDS', and 'CPR'. The 'VITALS' tab is active. Below the header, there's a 'Add View' button. The main area contains six input fields for vital signs: BLOOD PRESSURE, SpO<sub>2</sub>, PULSE, TEMPERATURE °F, RESPIRATION, and GLUCOSE. To the right of these fields is a numeric keypad with buttons for digits 0-9 and a red 'C' button. The interface has a dark blue sidebar on the left and right.

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.

The screenshot shows the 'ESO QUICKTREAT MEDS' interface. At the top, there's a navigation bar with 'PATIENT DOE', 'ALERT', 'VITALS', 'GENERAL', and 'CPR'. The 'MEDS' tab is active. Below the header, there's an 'OK' button. The main area contains a grid of medication buttons: Adenosine, Atorvastatin, Aspirin, Atropine, Benadryl, Dextrose 50%, Glucagon, Morphine, Nitrostat, Nitroglycerin, Oral Glucose, Phenergan, Valium, Xopenex, and Zofran. The interface has a dark blue sidebar on the left and right.

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.

The screenshot displays the 'Initial Assessment' form in the ESO application. The left sidebar lists body systems: MENTAL STATUS, SKIN, HEENT, CHEST, ABDOMEN, BACK, PELVIS/GU/GI, EXTREMITIES, and NEUROLOGICAL. The 'Mental Status' section includes a 'No Abnormalities' radio button and a 'Not Assessed' button. Below are five toggle switches for 'Combative', 'Confused', 'Hallucinations', 'Unresponsive', and 'Other'. The 'Combative' toggle is set to 'Positive' (green), while the others are set to 'Negative' (red). The 'Orientation' section shows a 'Person' toggle set to 'Positive' (green) and a 'Place', 'Time', and 'Event' toggle set to 'Positive' (green). A 'Comments' section is at the bottom.

Assessment input options on the anatomical figures include a point and place injury process. This injury placement also populates the assessment grid.

The screenshot shows the 'Assessment' page with an anatomical figure of a male torso. A list of injury types is on the left: Abrasion, Amputation, Avulsion, Blunt Injury, Burn, Crush Injury, Dislocation, Ecchymosis, Edema, Fracture, Gunshot Wound (highlighted with a green bar and a '1' icon), Hemorrhage, Laceration, Other, Pain, Puncture/Stab, Sprain/Strain, Submersion, and Suffocation. On the right, there are six small anatomical figures arranged in a 3x2 grid, each with a '1' icon. A 'Change Model' button is at the bottom right.

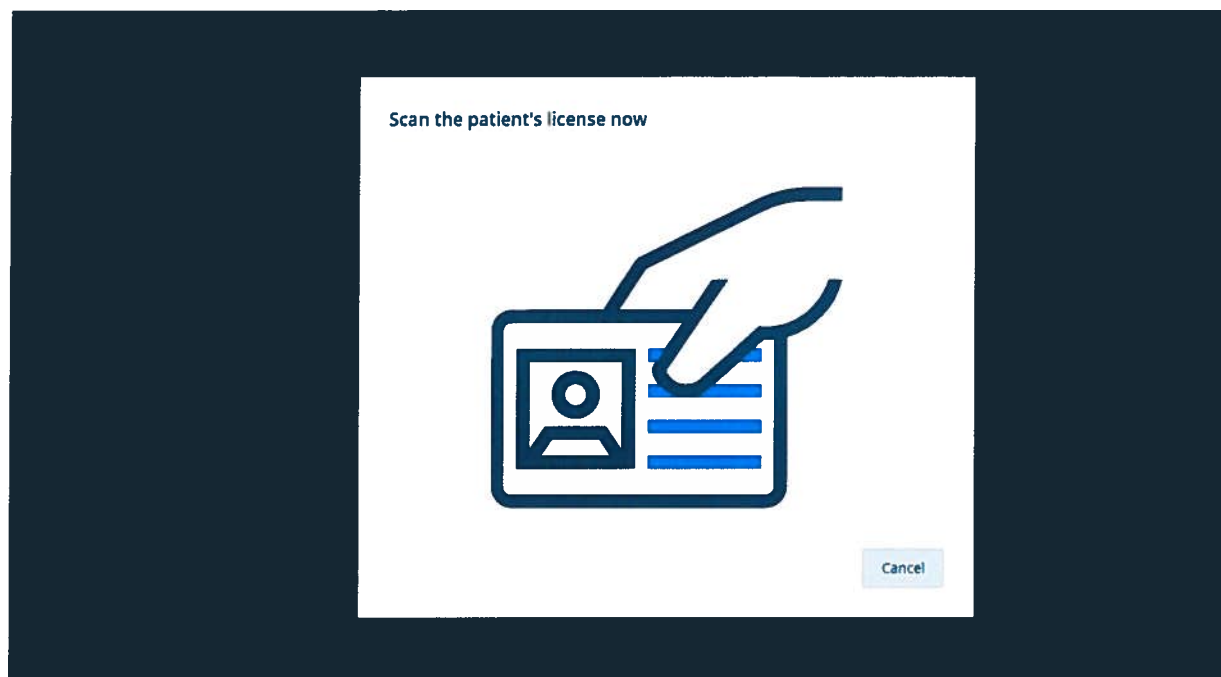
ESO's Specialty Patient forms are templates designed to enable end users to focus documentation on specific patient types.

The screenshot shows the ESO EHR interface for a patient named BOBBY. The top navigation bar includes icons for INCIDENT, PATIENT, VEHICLE, FOLLOW-UP, ASSESSMENTS, INQUIRIES, FORMS, BILLING, and DOCUMENTS. The left sidebar lists Specialty Patient Forms: Acute Coronary Syndrome, Influenza Screening, CPR - Cardiopulmonary Resuscitation, Motor Vehicle Collision, and Trauma Criteria. The 'Motor Vehicle Collision' form is selected, showing a form with fields for Patient Injured (Yes/No), Position in Vehicle (Select), Seat Row (Select), Safety Devices Used By Patient (Multi/None), and Extrication Required (Yes/No). An 'OK' button is visible in the top right corner of the form.

ESO EHR accepts onscreen Signatures for multiple purposes.

The screenshot shows a 'Patient Authorization' dialog box with an 'OK' button in the top right corner. The dialog box contains the text 'Sign Here' and a dashed line indicating where to sign. A small icon of a pen is visible next to the dashed line.

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.

ALTUVE, JOSE

NEVER A WAIT ER

INCIDENT	191025-0938-ESOSALES
GENDER	Male
AGE	39 Years
SCENE	11500 Alterra Parkway
LEAD	DUSTIN BARTON
.....	
DISPATCH	12:35 Oct 25, 2019
ON SCENE	12:35 Oct 25, 2019
AT PATIENT	12:35 Oct 25, 2019
AT DEST	12:39 Oct 25, 2019
CLOSE	12:39 Oct 25, 2019

View ePCR

View Outcome

EMS IMPRESSIONS

EMD CARD NUMBER/  
DISPATCH NATURE

PRIMARY IMPRESSION

ED DISCHARGE

DIAGNOSIS

DISPOSITION

HOSPITAL DISCHARGE

DIAGNOSIS

DISPOSITION

/ Breathing Problem

Chest Pain / Discomfort

Injury Eye

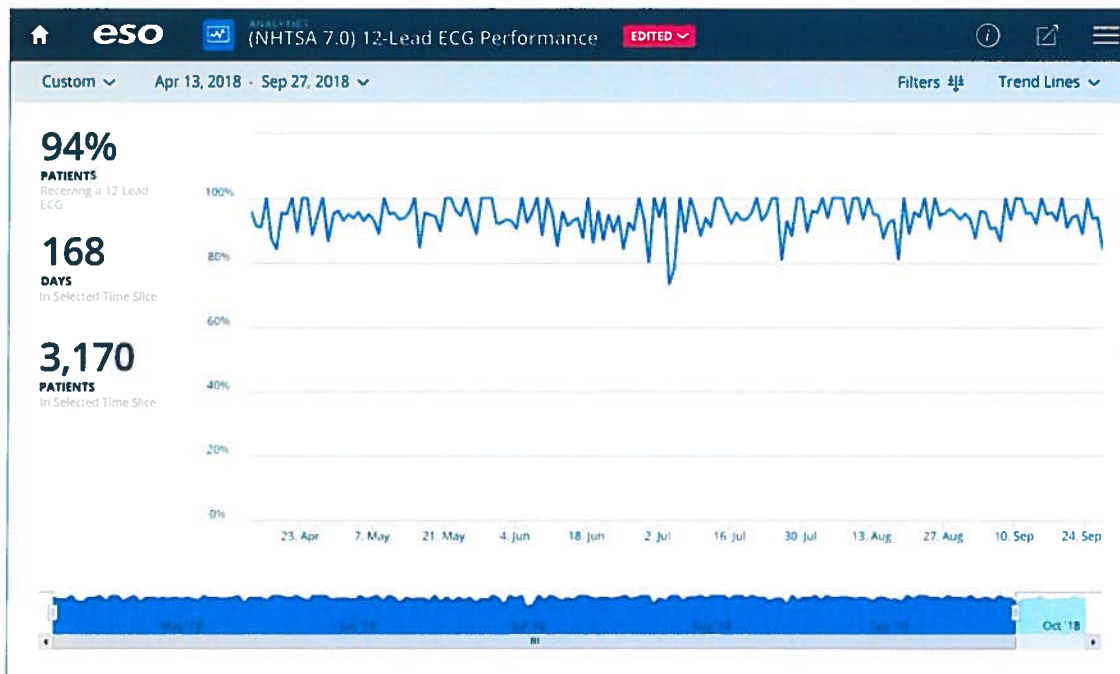
not available

Periorbital cellulitis @ 19:45 Nov 5, 2019

Discharged to home or self care (routine discharge) @ 19:45 Nov 5, 2019



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.



### ESO Fire Suite Key Features:

From the 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. Personnel who are assigned the Fire User role have access to any incidents in Draft status on the Fire landing page and can create records. Personnel with either the Fire Supervisor or Fire Manager role have access to all Locked incidents in the system.

The Incident List contains a list of fire records entered into your system. Incidents are presorted by status, then by date and time. Draft incidents are listed above Locked incidents by default. Agencies can import EHR and SafetyPAD's ePCR into both of our Fire products – ESO Fire Incidents and ESO FIREHOUSE Software.

eso

FIRE - INCIDENTS

SELECTED VIEW

Custom

Filters

190 records found from 07/07/2018 - 10/05/2018

09/19/2018 01:20:00

SALES CASE 5 9192018

DRAFT

1100 OLD ML

(111) - Building fire

Engine 1, Engine 2, En...

i

09/19/2018 00:00:21

NFIRS 2

DRAFT

9020 N CAPITAL TX HWY BUILDING 2

(321) - EMS call, excluding vehicle accident w...

Engine 2, Medic 2

i

09/19/2018 00:00:21

NFIRS 1

DRAFT

9020 N CAPITAL TX HWY BUILDING 2

(111) - Building fire

Engine 1, Medic 1

i

09/19/2018 00:00:00

180919-115105 SALES

DRAFT

--

(111) - Building fire

Medic 1, Engine 38

i

09/18/2018 00:00:00

180918-082027 SALES

DRAFT

--

(111) - Building fire

Engine 1

A - Shift

i

09/14/2018 12:12:12

180914-030320 SALES

DRAFT

552 E Co N dooper

(111) - Building fire

Medic 14

i

09/14/2018 00:00:21

NFIRS 1

DRAFT

9020 N CAPITAL TX HWY BUILDING 2

--

Engine 1, Medic 1

i

09/14/2018 00:00:21

NFIRS 1

DRAFT

9020 N CAPITAL TX HWY BUILDING 2

(2014) - EMS call, excluding vehicle accident w...

Engine 2, Medic 2

i

Add Incident

Import CAD

Import EHR

An incident can be viewed or edited by clicking on its Incident Number in the incident list. Users can access the homepage, review validation issues, add exposures, print records and input NFIRS required information.

The screenshot shows the ESO NFIRS-2 form interface. The top navigation bar includes icons for BASIC, UNIT REPORTS, FIRE, COMMUNITY, INCIDENT, RECORDS, and ACTION. The left sidebar lists sections: INCIDENT, AID, LOCATION, TIMES, COUNTS, LOSS, PERSON/OWNER, AUTHORIZATION, and NARRATIVE. The main form area displays the following fields:

- Incident Number:** NFIRS-2
- Incident Date:** 08/08/2018
- NFIRS Number:** 0000874
- Incident Type:** (111) - Building fire
- Alarms:**
- Station:** Station 2
- Shift:** B - Shift

A "CAD Import" button is visible next to the Incident Number field.

Data can be entered into the fields by typing NFIRS code numbers or by free-text typing. As a user enters information, the system will search for matches automatically to make information input easier.

The screenshot shows the ESO NFIRS-2 form with the 'Action Taken' section expanded. The left sidebar is the same as in the previous screenshot. The main form area displays the following fields:

- Shift:** B - Shift
- District:** Alpha
- Injury Or Death:** None
- Fire Or Wildland:**
- Hazardous Materials Released:**
- Action Taken 1:** REQUIRED
- Action Taken 2:**

The 'Action Taken 1' dropdown menu is open, showing a search bar and a list of options:

- (00) - Action taken, other
- (1) - Fire Control or Extinguishment
- (2) - Search & Rescue
- (3) - EMS & Transport
- (4) - Hazardous Condition
- (5) - Fires, Rescues & Hazardous Conditions
- (6) - Systems & Services
- (7) - Assistance
- (8) - Information, Investigation & Enforcement

An "OK" button is visible next to the dropdown menu.

ESO's Fire Incidents has built-in, real-time validation functionality. At the top of the screen, the module tabs will display a yellow warning sign, depending on the state of the information found on that page of the document. Users can also receive a full list of validation errors and be guided into

The screenshot shows the 'Validation Errors' screen in the ESO system. The sidebar on the left indicates 26 validation issues and 2 exposures. The main content area is divided into two tabs: 'Basic Tab' and 'Unit Reports Tab'. The 'Basic Tab' lists several required fields: Location Type, Alarm Date, EMS Personnel, Est. Content Losses, and Est. Property Losses. The 'Unit Reports Tab' lists required fields: Dispatch Time and Enroute Time.

Modules, such as Unit Reports, allow departments to track information on units and personnel that respond to incidents. It also allows for unit narratives to track what each unit did within the incident.

The screenshot shows the 'Unit Reports' screen in the ESO system. The sidebar on the left indicates 26 validation issues and 2 exposures. The main content area is divided into two tabs: 'Units' and 'Personnel'. The 'Units' tab shows a list of units with columns for Dispatch, Enroute, Arrival, Clear, and In District. The 'Personnel' tab shows a list of personnel with columns for Dispatch, Enroute, Arrival, Clear, and In District.

Responsespecific modules such as Casualty, Hazmat, Arson and Wildland allow users to record pertinent NFIRS information and other details.

The screenshot displays the ESO (Emergency Services Online) interface for recording a Civilian Casualty. The top navigation bar includes the 'eso' logo, 'NFIRS: 2,000', and 'VALIDATION ISSUES 17'. Below this is a red navigation bar with icons for BASIC, UNIT REPORTS, FIRE, CASUALTY, HAZMAT, ARSON, and WILDLAND. The main content area is titled 'Civilian Casualty' and features a sidebar with 'INJURED PERSON', 'INJURY INFO', 'INJURY LOCATION', and 'REMARKS'. The 'INJURED PERSON' section is active, showing fields for Gender (REQUIRED), Date Of Birth (REQUIRED, mm/dd/yyyy), Age Estimated (toggle), Calculated Age, First Name, and Middle Initial.

**Civilian Casualty** OK

**INJURED PERSON**

**Injured Person**

Gender **REQUIRED**

Date Of Birth **REQUIRED** mm/dd/yyyy Age Estimated

Calculated Age

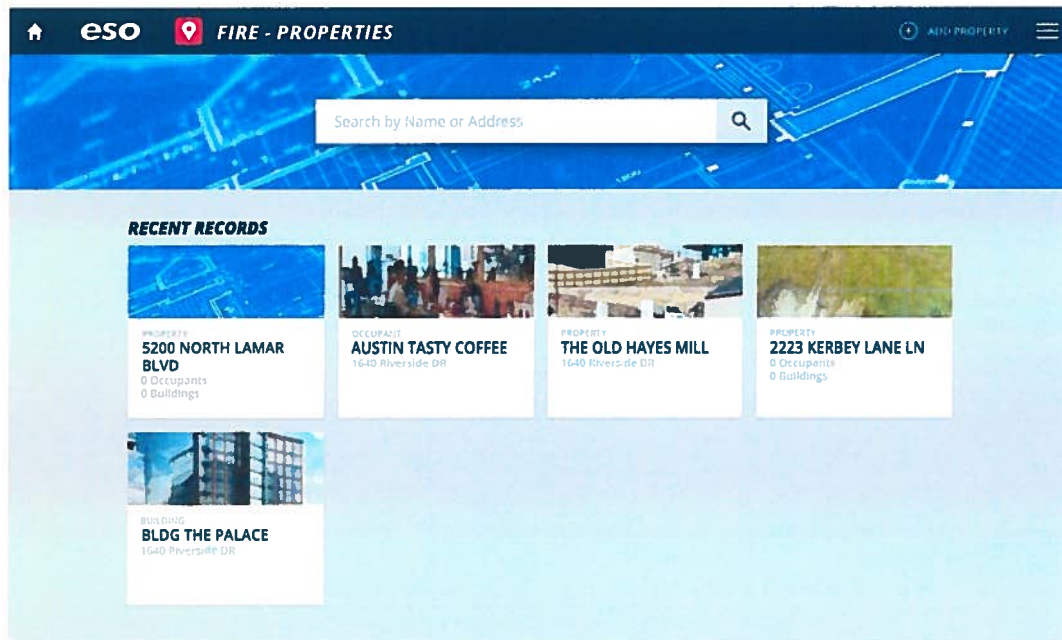
First Name

Middle Initial

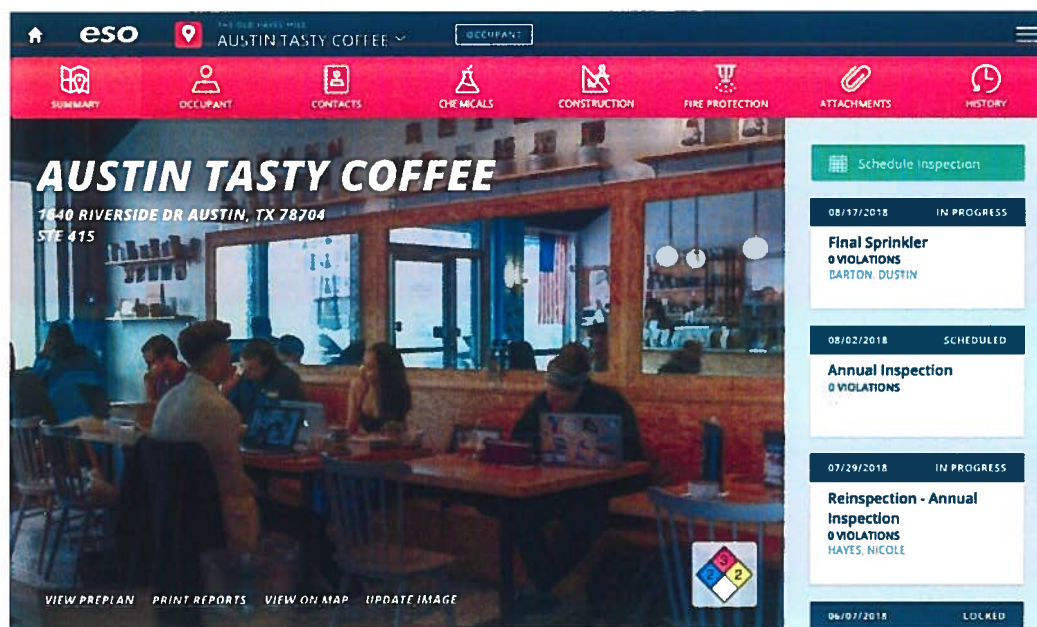


### *ESO Properties and Inspections Features:*

ESO Properties creates a three-level hierarchy for organization the information of a property. Users can create an inventory of properties, buildings and occupants within the fire department's response area.



Users can document important features within each property, such as water sources, construction materials, exits, fire protection systems, chemicals on site and more.



Users can add information by moving left to right across the tabs at the top. Information can be printed and attachments, such as photos, pre-plans and other documents can be added quickly in the attachments section. ESO Properties also offers detailed occupant – building – property history so users can track changes with ease.

The screenshot shows the ESO software interface for 'AUSTIN TASTY COFFEE'. The top navigation bar includes tabs for SUMMARY, OCCUPANT, CONTACTS, CHEMICALS, CONSTRUCTION, FIRE PROTECTION, ATTACHMENTS, and HISTORY. The left sidebar lists DIMENSIONS, EXITS, CONSTRUCTION, ACCESS, and KEY BOXES. The main content area displays the 'Dimensions' section with the following data:

Length	Width	Use Square Footage
56 ft	45 ft	2520 sq ft

Below this, the 'Exits' section is visible, showing:

Height	Total Square Footage
ft	2520 sq ft

At the bottom, the 'Exits' section shows the number of exits for each side:

Stories Above Grade	Stories Below Grade	Number of Rooms or Units
0	0	3

The 'Exits' section also includes a table for the number of exits for each side:

Side A Exits	Side B Exits	Side C Exits	Side D Exits
1	1		

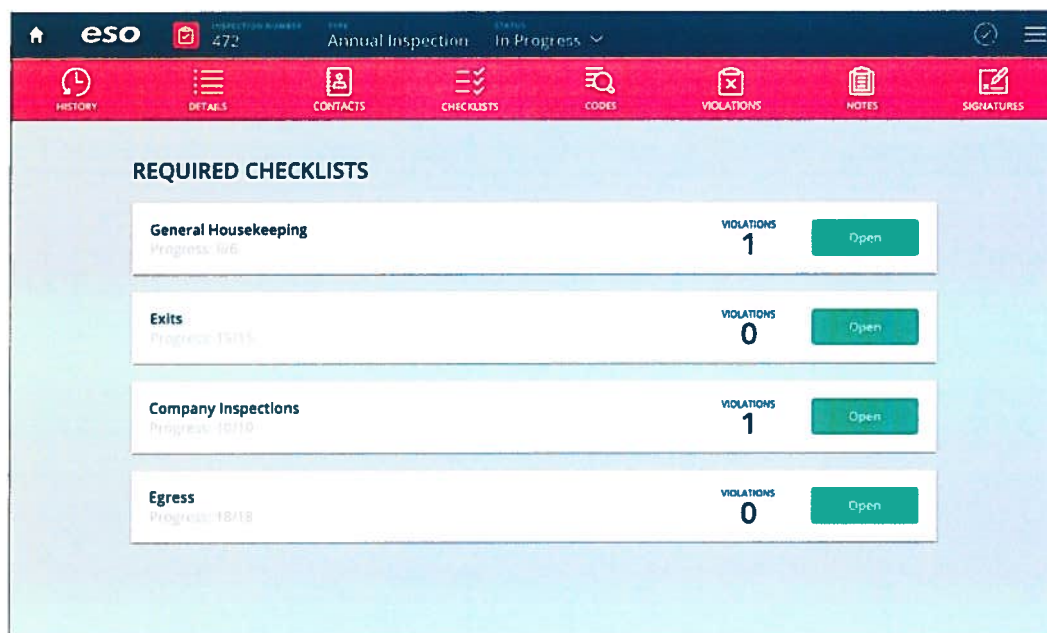
ESO Inspections allows users to keep records of individual inspection visits to each property, building and occupancy. These records ensure that fire codes are met on every level, re-inspections are scheduled as needed and staffing and budgeting needs for inspections are considered. Users can filter inspections for in progress, scheduled, draft and past due inspections by shift, inspection type, inspector, location and more.

The screenshot shows the ESO software interface for 'FIRE - INSPECTIONS'. The top navigation bar includes tabs for SUMMARY, OCCUPANT, CONTACTS, CHEMICALS, CONSTRUCTION, FIRE PROTECTION, ATTACHMENTS, and HISTORY. The left sidebar lists DIMENSIONS, EXITS, CONSTRUCTION, ACCESS, and KEY BOXES. The main content area displays the 'FIRE - INSPECTIONS' section with a list of inspection records. The 'SELECTED VIEW' is 'All In Progress'. A 'Filters' button is available. The table below shows the inspection records:

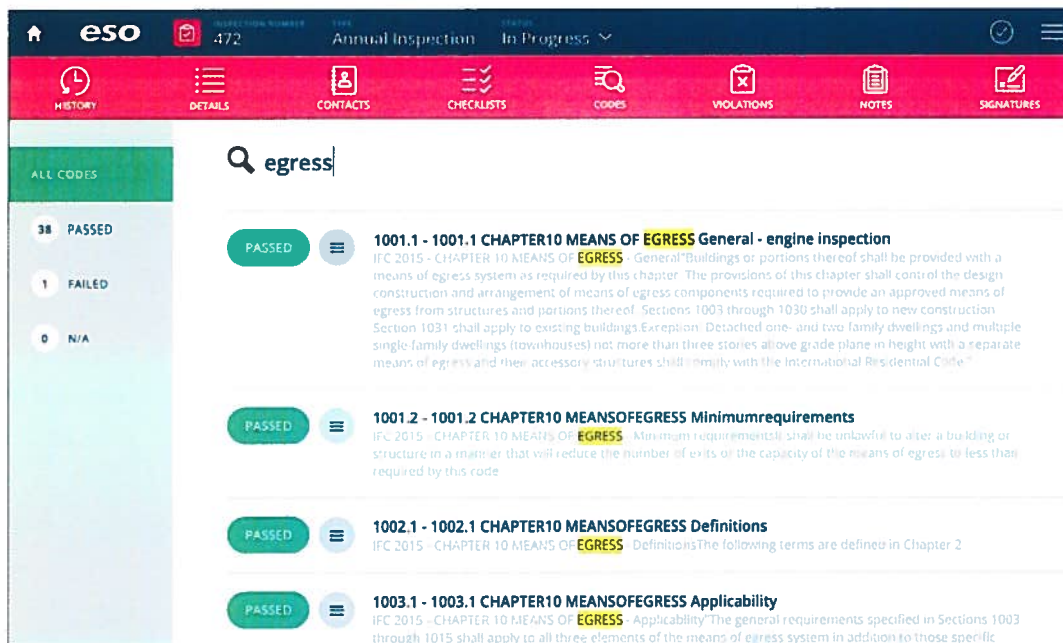
Scheduled Date	Status	Location	Assigned To	Inspection Type	Actions
10/05/2018	IN PROGRESS	500 Main ST	Assigned to: JACOBSON, JEFF	Annual Insp...	<i>i</i> <i>≡</i>
10/05/2018	IN PROGRESS	ESO, 500 Main ST, BLDG Jones Building - STE 102 main	Assigned to: CUNNINGHAM, RICH - Station 1	Annual Insp...	<i>i</i> <i>≡</i>
10/05/2018	IN PROGRESS	ESO, 500 Main ST, BLDG Jones Building - STE 102 main	Assigned to: IRELAND, TIM	ESO annual Reinspection	<i>i</i> <i>≡</i>
10/08/2018	IN PROGRESS	ESO, 500 Main ST, BLDG Jones Building - STE 102 main	Assigned to: WILSON, ROL	Annual Insp...	<i>i</i> <i>≡</i>
10/10/2018	IN PROGRESS	ESO, 500 Main ST, BLDG Jones Building - STE 102 main	Assigned to: IRELAND, TIM	ESO annual Reinspection	<i>i</i> <i>≡</i>
10/17/2018	IN PROGRESS	ESO, 500 Main ST, BLDG Jones Building - STE 102 main	Assigned to: CUNNINGHAM, RICH	Annual Insp...	<i>i</i> <i>≡</i>
10/18/2018	IN PROGRESS	ESO, 500 Main ST, BLDG Jones Building - STE 102 main	Assigned to: IRELAND, TIM	ESO annual Reinspection	<i>i</i> <i>≡</i>
10/31/2018	IN PROGRESS	Callahan Auto Parts, 2509 Hayes AVE, BLDG Callahan Auto Parts	Assigned to: ABRAHAM, PHILIP, Station 2, A - Shift	Annual Insp...	<i>i</i> <i>≡</i>
01/06/2019	IN PROGRESS	BLDG Jones Building, 500 Main ST	Assigned to: Station 1	Routine Inspections	<i>i</i> <i>≡</i>



Unlimited custom checklists allow users the ability to create inspection types needed by local and state requirements.



Users can also perform ad-hoc inspections by searching for codes within the Codes tab at the top. Codes that have a “Passed”, “Failed” or “N/A” result will all populate in the status report.



Signatures, photos, and other attachments can be captured in-application. Similar to ESO Fire Incidents, Properties and Inspections both feature validation rules. Inspections can be scheduled in-application from either the Inspections module or Properties module.

eso 472 Annual Inspection In Progress

HISTORY DETAILS CONTACTS CHECKLISTS CODES VIOLATIONS NOTES SIGNATURES

This inspection has one or more violations, therefore a reinspection is recommended

Schedule Reinspection

Yes

Reinspection Date

10/17/2018

Contact Signature - COREY EASTWOOD


Signed on 10/05/2018 @ 13:47 Clear Signature

Did you verify the contact's ID?

No

### ESO Personnel Management Features:


Maintain information about your providers using the personnel section where you can enter demographics, work history, classes taken, certifications and medical information.

Person	Work	Classes	Certifications & Credentials	Medical	Attachments
 <h2>NICOLE HAYES</h2> <p>Captain, Division 1, B- Shift, Station 1, Medic 1</p>					
Name	<h3>Name</h3> <div> <input type="text" value="NICOLE HAYES"/> <input type="button" value="Edit"/> </div>				
Phone	<div> <input type="text" value="Name"/> <input type="text" value="NICOLE HAYES"/> </div>				
Emails					
Contacts					
Address	<h3>Phone</h3> <div> <input type="text"/> <input type="button" value="Edit"/> </div>				
HR Info	Work	<input type="text" value="(555) 232-6060"/>			
Miscellaneous	Work Mobile	<input type="text" value="(555) 777-8898"/>			
	Work Pager	<input type="text" value="(555) 122-2233"/>			

Classes list show all courses taken by the provider and the continuing education hours received.

Person	Work	Classes	Certifications & Credentials	Medical	Attachments
<h2>Classes</h2> <div> <input type="button" value="Add"/> </div>					
<input type="text" value="Filter by Name"/>		<div> <input type="button" value="Show Pass &amp; Fail"/> <input type="button" value="Sort by Date"/> </div>			
Class Name	Origin	Pass/Fail	Hours	Points	Class Date
Intro to Strategic CRR	Individual	<input checked="" type="checkbox"/> Pass	--	--	05/09/2020
Management Tools for EMS Leaders	Individual	<input checked="" type="checkbox"/> Pass	3.00	--	05/06/2019
Foundational Concepts of Chemistry	Individual	<input checked="" type="checkbox"/> Pass	3.00	--	04/22/2012
ICS-200: Basic Incident Command System	Individual	<input checked="" type="checkbox"/> Pass	3.00	--	09/14/2011
Firefighter Safety: Calling the Mayday	Individual	<input checked="" type="checkbox"/> Pass	3.00	--	08/23/2011
Applied Research Design for Fire & EMS	Individual	<input checked="" type="checkbox"/> Pass	3.00	--	08/16/2011

Certifications, credentials and qualifications trackers per provider.

Person	Work	Classes	Certifications & Credentials	Medical	Attachments
<h2>Certs &amp; Licenses</h2> <p><a href="#">Add</a></p>					
Certifications			<p> <b>2009 Paramedic TX State</b>  <a href="#">Renew</a> - <a href="#">History</a>            Initially Issued: 04/20/2009 - Issued: 04/20/2020 - Expires: 04/20/2025            Certification/License #: 065584</p>		
Credentials					
Qualifications					
Skills					
<h2>Credentials</h2> <p><a href="#">Add</a></p>					
			<p><b>AHA CPR</b>  <a href="#">Renew</a> - <a href="#">History</a>            Issued: 05/10/2019 - Expires: 05/10/2021            Credential #: 152CB</p>		
<h2>Qualifications</h2> <p><a href="#">Add</a></p>					
			<p><b>Driver</b>  <a href="#">Renew</a> - <a href="#">History</a>            Issued: 04/21/2019 - Expires: 04/21/2025</p>		

Keep track of immunizations as well as injuries and exposures.

Person	Work	Classes	Certifications & Credentials	Medical	Attachments
<h2>Immunizations</h2> <p><a href="#">Add</a></p>					
Immunizations			<p><b>Pneumonia</b>  <a href="#">Renew</a> - <a href="#">History</a> - <a href="#">Edit</a> - <a href="#">Delete</a>            Administered 09/01/2019 - Expiration 09/01/2022</p>		
Injuries & Exposures			<p><b>Tetanus</b>  <a href="#">Renew</a> - <a href="#">History</a> - <a href="#">Edit</a> - <a href="#">Delete</a>            Administered 04/01/2019 - Expiration 04/01/2029</p>		
<h2>Injuries &amp; Exposures</h2>					
<p><b>04/09/2020 - Incident #200409-1417-ESOSALES - EMS Incident</b>  <a href="#">Open Record</a>            Summary: Contact with Eye</p>					
<p><b>04/06/2020 - Incident #200406-0849-ESOSALES - EMS Incident</b>  <a href="#">Open Record</a>            Summary: Airborne / Respiratory / Biological / Aerosolized Secretions Exposure</p>					
<p><b>04/06/2020 - Incident #200406-0849-ESOSALES - EMS Incident</b>  <a href="#">Open Record</a>            Summary: Airborne / Respiratory / Biological / Aerosolized Secretions Exposure</p>					
<p><b>04/03/2020 - Incident #NFIRS-2 - Cancer Exposure</b>            Exposure #: NFIRS-2-000  <a href="#">Open Record</a>            Summary: Gases/CO, Debris/Runoff</p>					

Create and manage classes from in the Training section.

Personnel Training Group Actions						
Filter by Name						
Class Name	Category	Method	Attendees	Status	Start Date & Time	
Advance Airway Training	--	--	0	OPEN	--	✕
Airway	--	--	4	OPEN	--	✕
Airway	--	--	2	OPEN	--	✕
CPR 101	--	--	2	OPEN	--	✕
Evoc	--	--	2	OPEN	--	✕
How To Save A Patient	--	--	3	OPEN	--	✕
PM Overview	--	--	1	COMPLETE	Tue, 05/19/2020 @ 08:00	✕
CPR	--	--	5	COMPLETE	Fri, 05/15/2020 @ 09:00	✕
Intro to Strategic CRR	--	Online	1	COMPLETE	Sat, 05/09/2020 @ 00:00	✕
Airway	--	--	1	COMPLETE	Thu, 04/30/2020 @ 00:00	✕
Evoc	--	Classroom	1	COMPLETE	Wed, 04/15/2020 @ 00:00	✕

Create a new class with multiple sessions if necessary. Track attendees and dates of the class.

Class Details Credits Attendees		
Class	<b>Class</b>	<a href="#">Edit</a>
Sessions	<a href="#">Class Name</a>	Advance Airway Training
Contact	<a href="#">Class Number</a>	
Comments	<a href="#">Category</a>	
Attachments	<a href="#">Method</a>	
Links	<a href="#">Educational Facility</a>	
	<a href="#">Accreditation Code</a>	
	<a href="#">Origin</a>	Training
	<b>Sessions</b>	<a href="#">Add</a>
	No sessions	

Assign earned credits, credentials and skills for each class. Upon completion of the class, each attendee who successfully completed the course will be automatically granted the credits.

Class

Advance Airway Training

Start Date & Time

--

Status

Open

Class Details

Credits

Attendees

Credits

Cardiovascular

Hours: (3)

Edit - Delete

Preparatory

Hours: (3)

Edit - Delete

Credentials

AHA CPR

Issued: 07/01/2020 - Expires: 07/01/2022

Edit - Delete

Skills

Advanced Airway

Earned: 07/01/2020

Edit - Delete

Mass Assign earned credentials/certifications to a group of provider.

Personnel Management

Personnel

Training

Personnel

Group actions allows you to make entries into multiple personnel records at once.

Add personnel to this group to get started.

BECKER, SCOTT

CUNNINGHAM, RICH

Add Certification to Group

Cancel

Save

Certification or License

Firefighter I

Issue Date

07/01/2020

Expiration Date

mm/dd/yyyy

Name

Initial Date

Certification/License #

BECKER, SCOTT

mm/dd/yyyy

CUNNINGHAM, RICH

mm/dd/yyyy

41



## ESO Scheduling Features:

ESO Scheduling is a flexible and scalable web-based employee scheduling software solution that makes scheduling easy, intuitive, and cost-effective for fire departments. With a wide range of options and settings, ESO Scheduling becomes a fine-tuned employee scheduling solution addressing your specific needs.

Managers and employees can access ESO Scheduling from any device with a modern web-browser and internet connection. Employees can view schedules, submit time-off, shift trade and shift pickup requests and even sync the schedule with their phone's calendar app, or other calendar tool that accepts a standard ICS feed. Managers can approve various requests, make changes to the live schedule, document sick call-outs and other pay code changes and more.

### Configurable Dashboards

In ESO Scheduling, management level users can create and deploy dashboards through a drag and drop interface ensuring all users have the right information right at their fingertips. The dashboard also serves as an easy way to navigate to tools throughout the system.

Self Service    Battalion Chief

#### My Calendar

Open

Time	Event	Location
● 07:00 - 07:00 (24h)	B51E1	Firefighter

#### Next Three Shifts

Open

Date	Shift	Start	End	Duration	Type
05/25/20	B - Station 1 - Eng 1	07:00	07:00	24:00	Regular Shift
05/28/20	B - Station 1 - Eng 1	07:00	07:00	24:00	Regular Shift
05/31/20	B - Station 1 - Eng 1	07:00	07:00	24:00	Regular Shift

#### Credentials

Certifications    Qualifications

No data to display

Fri, May 22, 2020  
Prev - Next

#### My Mailbox

Open

From	Date	Message
Turner, Steven	5/20	Open Shift Notification Open Shift - Firefighter on A - Station 2 - Ladder 2 on 5/21/2020 at 07:00 for 24:00 hours at Fire Demo. Click...
Steven Turner	5/19	New Policy Get to work on time!!
Steven Turner	5/08	New Policy Please review and acknowledge the attached policy.
Turner, Steven	4/30	Cleared From Assigned Shift You've been cleared off of your assigned shift for Steven Turner at B - Station 1 - Eng 1 starting at 07:00...
Turner, Steven	4/30	Cleared From Assigned Shift You've been cleared off of your assigned shift for Steven Turner at B - Station 1 - Eng 1 starting at 07:00...

#### Pickup Shifts

Open

Date	Qual	Shift	Start	End	Status
5/23	Firefighter	CS1M1	07:00	07:00	Pickup(0)
5/24	Firefighter	AS1M1	07:00	07:00	
5/24	Firefighter	AS2L2	07:00	07:00	Pickup(0)
5/25	Firefighter	B51M1	07:00	07:00	Conflict(0)

#### Timeoff Requests

Open

#### My Availability

Open

5/10 to 5/16	Shift	5/17 to 5/23	Shift
Requested	Requested	Requested	Requested
Sun-5/10	Day Shift	Sun-5/17	Night Shift
Mon-5/11	Night Shift	Mon-5/18	Day Shift
Tue-5/12	Day Shift	Tue-5/19	Night Shift
Wed-5/13	Night Shift	Wed-5/20	Day Shift
Thu-5/14	Day Shift	Thu-5/21	Night Shift
Fri-5/15	Night Shift	Fri-5/22	Day Shift
Sat-5/16	Day Shift	Sat-5/23	Night Shift

#### Time Card

Open

5/17/2020 - 5/23/2020

Date	Shift	Description	Start	End	Duration
5/19	B51E1	Firefighter	07:00	07:00	24:00
5/21	AS2L2	Firefighter	07:00	07:00	24:00



## Automated Employee Scheduling

Automatically generate and populate schedules based on any rotation or work pattern, easily manage sick calls, fill open shifts, manage time off, swap and shifts bids and more from anywhere, all online.

Sunday	Monday	Tuesday	Wednesday	Thursday	
26 <b>C - Station 1 - Eng 1</b> 07:00 (24:00) Captain - Krieger, S 07:00 (24:00) FF/PM - Dotson, J 07:00 (24:00) Firefighter - Carreon, M <b>C - Station 1 - Medic 1</b> 07:00 (24:00) Captain - Jacobson, J 07:00 (24:00) FF/PM 07:00 (24:00) Firefighter <b>C - Station 2 - Ladder 2</b> 07:00 (24:00) Firefighter - Eastwood, C 07:00 (24:00) Firefighter - Kern, H 07:00 (24:00) Lieutenant - DeCarlo, M	27 <b>A - Station 1 - Eng 1</b> 07:00 (24:00) Captain - Jacobson, J 07:00 (24:00) FF/PM - Ireland, T 07:00 (24:00) Firefighter - Hagans, D <b>A - Station 1 - Medic 1</b> 07:00 (24:00) Captain 07:00 (24:00) FF/PM 07:00 (24:00) Firefighter <b>A - Station 2 - Ladder 2</b> 07:00 (24:00) Firefighter - Curtin, C 07:00 (24:00) Lieutenant	28 <b>B - Station 1 - Eng 1</b> 07:00 (24:00) Captain - Barton, D 07:00 (24:00) FF/PM - McLeod, S 07:00 (24:00) Firefighter - Turner, S <b>B - Station 1 - Medic 1</b> 07:00 (24:00) Captain - Ireland, T 07:00 (24:00) FF/PM 07:00 (24:00) Firefighter <b>B - Station 2 - Ladder 2</b> 07:00 (24:00) Firefighter - Gassom, O 07:00 (24:00) Firefighter - Weber, R 07:00 (24:00) Lieutenant - Schryver, S	29 <b>C - Station 1 - Eng 1</b> 07:00 (24:00) Captain - Krieger, S 07:00 (24:00) FF/PM - Dotson, J 07:00 (24:00) Firefighter - Carreon, M <b>C - Station 1 - Medic 1</b> 07:00 (24:00) Captain 07:00 (24:00) FF/PM - Jacobson, J 07:00 (24:00) Firefighter <b>C - Station 2 - Ladder 2</b> 07:00 (24:00) Firefighter - Eastwood, C 07:00 (24:00) Firefighter - Kern, H 07:00 (24:00) Lieutenant - DeCarlo, M	30 <b>A - Station 1 - Eng 1</b> 07:00 (24:00) Captain 07:00 (24:00) Captain - Jacobson, J 07:00 (0:00) FF/PM 07:00 (24:00) Firefighter - Hagans, D <b>A - Station 1 - Medic 1</b> 07:00 (24:00) Captain 07:00 (24:00) FF/PM 07:00 (24:00) Firefighter - Ireland, T <b>A - Station 2 - Ladder 2</b> 07:00 (24:00) Firefighter 07:00 (24:00) Firefighter - Curtin, C 07:00 (24:00) Lieutenant	1 <b>B - S</b> 07:00 07:00 07:00 <b>B - S</b> 07:00 07:00 07:00 <b>B - S</b> 07:00 07:00 07:00 <b>B - S</b> 07:00 07:00 07:00
3 <b>A - Station 1 - Eng 1</b> 07:00 (24:00) Captain 07:00 (24:00) FF/PM 07:00 (24:00) Firefighter - Hagans, D <b>A - Station 1 - Medic 1</b> 07:00 (24:00) Captain 07:00 (24:00) FF/PM 07:00 (24:00) Firefighter <b>A - Station 2 - Ladder 2</b> 07:00 (24:00) Firefighter - Curtin, C 07:00 (24:00) Firefighter - Turner, S 07:00 (24:00) Lieutenant	4 <b>B - Station 1 - Eng 1</b> 07:00 (24:00) Captain - Barton, D 07:00 (24:00) FF/PM - McLeod, S 07:00 (24:00) Firefighter - Turner, S <b>B - Station 1 - Medic 1</b> 07:00 (24:00) Captain 07:00 (24:00) FF/PM - Hagans, D 07:00 (24:00) Firefighter <b>B - Station 2 - Ladder 2</b> 07:00 (24:00) Firefighter - Gassom, O 07:00 (24:00) Firefighter - Weber, R 07:00 (24:00) Lieutenant - Schryver, S	5 <b>C - Station 1 - Eng 1</b> 07:00 (24:00) Captain - Krieger, S 07:00 (24:00) FF/PM - Dotson, J 07:00 (24:00) Firefighter - Kern, H <b>C - Station 1 - Medic 1</b> 07:00 (24:00) Captain - Ireland, T 07:00 (24:00) FF/PM 07:00 (24:00) Firefighter - Turner, S <b>C - Station 2 - Ladder 2</b> 07:00 (24:00) Firefighter - Carreon, M 07:00 (24:00) Firefighter - Eastwood, C 07:00 (24:00) Lieutenant - DeCarlo, M	6 <b>A - Station 1 - Eng 1</b> 07:00 (24:00) Captain - Jacobson, J 07:00 (24:00) FF/PM - McLeod, S 07:00 (24:00) Firefighter - Hagans, D <b>A - Station 1 - Medic 1</b> 07:00 (24:00) Captain 07:00 (24:00) FF/PM 07:00 (24:00) Firefighter - Turner, S <b>A - Station 2 - Ladder 2</b> 07:00 (24:00) Firefighter - Curtin, C 07:00 (24:00) Firefighter - McQuade, L 07:00 (24:00) Lieutenant	7 <b>B - Station 1 - Eng 1</b> 07:00 (24:00) Captain - Barton, D 07:00 (24:00) FF/PM - McLeod, S 07:00 (24:00) Firefighter - Turner, S <b>B - Station 1 - Medic 1</b> 07:00 (24:00) Captain 07:00 (24:00) FF/PM 07:00 (24:00) Firefighter <b>B - Station 2 - Ladder 2</b> 07:00 (24:00) Firefighter - Gassom, O 07:00 (24:00) Firefighter - Weber, R 07:00 (24:00) Lieutenant - Schryver, S	8 <b>C - S</b> 07:00 07:00 07:00 <b>C - S</b> 07:00 07:00 07:00 <b>C - S</b> 07:00 07:00 07:00 <b>C - S</b> 07:00 07:00 07:00
10 <b>B - Station 1 - Eng 1</b> 07:00 (24:00) Captain - Barton, D 07:00 (24:00) FF/PM - McLeod, S 07:00 (24:00) Firefighter - Turner, S <b>B - Station 1 - Medic 1</b> 07:00 (24:00) Captain	11 <b>C - Station 1 - Eng 1</b> 07:00 (24:00) Captain - Eastwood, C 07:00 (24:00) FF/PM - Dotson, J 07:00 (24:00) Firefighter - Carreon, M <b>C - Station 1 - Medic 1</b> 07:00 (24:00) Captain - Krieger, S	12 <b>A - Station 1 - Eng 1</b> 07:00 (24:00) Captain - Jacobson, J 07:00 (24:00) FF/PM - Ireland, T 07:00 (24:00) Firefighter - Hagans, D <b>A - Station 1 - Medic 1</b> 07:00 (24:00) Captain	13 <b>B - Station 1 - Eng 1</b> 07:00 (24:00) Captain - Barton, D 07:00 (24:00) FF/PM - McLeod, S 07:00 (24:00) Firefighter - Turner, S <b>B - Station 1 - Medic 1</b> 07:00 (24:00) Captain	14 <b>C - Station 1 - Eng 1</b> 07:00 (24:00) Captain - Krieger, S 07:00 (24:00) FF/PM - Dotson, J 07:00 (24:00) Firefighter - Carreon, M <b>C - Station 1 - Medic 1</b> 07:00 (24:00) Captain	15 <b>A - S</b> 07:00 07:00 07:00 <b>A - S</b> 07:00 07:00 07:00

## Rotating Overtime Queue

With the ESO Scheduling Rotating Overtime Queue, employee receive text messages regarding open shifts based on who is "up next" to work overtime. Employee can sign up for an overtime opportunity by clicking a link in their text messages or passing up the shift in which the software would send a text message to the next person in line.

Find Best Fit Employee For Shift									
Qualification Firefighter Shift E-50 DatShift E-50 Date 08/02/2019 Start Time 07:00									
District	Cost Center		Display		Page Out By				
- All -	- All -		<input type="checkbox"/> Show All <input type="checkbox"/> All Qualified		<input type="radio"/> Text <input type="radio"/> Email <input checked="" type="radio"/> Both				
Medic	Emp ID	Name	Info	FT/PT	Last Offer	Rate	Hours	Cost Ctr	Send
Yes	999999999	Anderson, Bob	Info	FT	12/15/18		36.00	001	<input checked="" type="checkbox"/>
Yes	888888	Deberman, Joe	Info	PT	01/11/19		36.00	001	<input checked="" type="checkbox"/>
Yes	982763	Campbell, Kelly	Info	PT	04/22/19		48.00	002	<input checked="" type="checkbox"/>
Yes	555555	Manning, Marsha	Info	PT	06/15/19		48.00	001	<input checked="" type="checkbox"/>
Yes	298765	Ghanani, David	Info	PT	07/24/19		72.00	001	<input checked="" type="checkbox"/>
Yes	333333	Yancy, April	Info	PT	08/01/19		72.00	002	<input checked="" type="checkbox"/>
Showing 1 to 6 of 6 entries									

### ESO Scheduling to ESO Fire Incidents

As a new incident comes in from CAD, personnel data is automatically pulled from ESO Scheduling to populate the incident report with the right crew members based on unit assignment and time.

Vehicle	Shift	Edit	Emp ID	Employee	Qualification	Date	Start Time	End Time	Duration
<a href="#">Engine 1</a>	B - Station 1 - Eng 1		13232	Barton, Dustin	Captain	05/22	07:00	07:00	24:00
<a href="#">Engine 1</a>	B - Station 1 - Eng 1		33333	McLeod, Sean	FF/PM	05/22	07:00	07:00	24:00
<a href="#">Engine 1</a>	B - Station 1 - Eng 1		55555	Turner, Steven	Firefighter	05/22	07:00	07:00	24:00
<a href="#">Medic 1</a>	B - Station 1 - Medic 1		123123	Bibby, Reid	Captain *	05/22	07:00	07:00	00:00
<a href="#">Medic 1</a>	B - Station 1 - Medic 1		54321	Curtin, Chase	FF/PM	05/22	07:00	07:00	00:00
<a href="#">Medic 1</a>	B - Station 1 - Medic 1		087097	McQuade, Lauren	Firefighter	05/22	07:00	07:00	00:00
<a href="#">Ladder 2</a>	B - Station 2 - Ladder 2		999000	Weber, Rebecca	Firefighter *	05/22	07:00	07:00	24:00
<a href="#">Ladder 2</a>	B - Station 2 - Ladder 2		999003	Qassom, Omar	Firefighter *	05/22	07:00	07:00	24:00
<a href="#">Ladder 2</a>	B - Station 2 - Ladder 2		999001	Schryver, Sara	Lieutenant *	05/22	07:00	07:00	24:00

### Detailed Reporting Options

ESO Scheduling provides flexible reporting options for querying schedule data. Easily save filter sets as templates to run the same reports quickly at any time.

**Query By**
☒ Date Span
 ☐ Pay Period
 **Format**
☐ Summary
 ☒ Detail
 ☐ Show Comments (detail)
 **Order By** Last Name

**Report Templates**
- Select a template -
Update
New
Delete

**Employee** - All -
**Status** Active
**Shift** - All -
**Qualification** - All -
**Item Type** - All -

**Hire Status** - All -
**Cost Center** - All -
**District** - All -
**Earning Code** R - Regular Earnings

☒ Sunday
 ☐ Monday
 ☐ Tuesday
 ☐ Wednesday
 ☐ Thursday
 ☐ Friday
 ☐ Saturday

**Start Date** 03/29/2020
 **End Date** 5/22/2020
 Query
Clear

#### Detail From 03/29/2020 To 5/22/2020

Employee ID	Employee Name	Shift	Shift Type	Qualification	Date	Start Time	End Time	Duration	Cost Center	Earning Code
13232	Barton, Dustin	B - Station 1 - Eng 1	Regular Shift	Captain	4/28/2020	07:00	07:00	24:00	S1	R
13232	Barton, Dustin	B - Station 1 - Eng 1	Regular Shift	Captain	5/1/2020	07:00	07:00	24:00	S1	R
13232	Barton, Dustin	B - Station 1 - Eng 1	Regular Shift	Captain	5/4/2020	07:00	07:00	24:00	S1	R
13232	Barton, Dustin	B - Station 1 - Eng 1	Regular Shift	Captain	5/7/2020	07:00	07:00	24:00	S1	R
13232	Barton, Dustin	B - Station 1 - Eng 1	Regular Shift	Captain	5/10/2020	07:00	07:00	24:00	S1	R
13232	Barton, Dustin	B - Station 1 - Eng 1	Regular Shift	Captain	5/13/2020	07:00	07:00	24:00	S1	R
13232	Barton, Dustin	B - Station 1 - Eng 1	Regular Shift	Captain	5/16/2020	07:00	07:00	24:00	S1	R
13232	Barton, Dustin	B - Station 1 - Eng 1	Regular Shift	Captain	5/19/2020	07:00	07:00	24:00	S1	R
13232	Barton, Dustin	B - Station 1 - Eng 1	Regular Shift	Captain	5/22/2020	07:00	07:00	24:00	S1	R
123123	Bibby, Reid	B - Station 1 - Medic 1	Regular Shift	Captain	5/22/2020	07:00	07:00	00:00	S1	R
97769	Carreon, Monique	C - Station 1 - Eng 1	Regular Shift	Firefighter	4/26/2020	07:00	07:00	24:00	S1	R
97769	Carreon, Monique	C - Station 1 - Eng 1	Regular Shift	Firefighter	4/29/2020	07:00	07:00	24:00	S1	R

### Mobile Access

Employees and managers can access ESO Scheduling on phones via the web. The mobile experience provides a “phone friendly” view making it easy to navigate and use scheduling tools.

The image displays three screenshots of the ESO mobile application interface, demonstrating its mobile-friendly design for scheduling.

**Left Screenshot: Calendar View**  
The top header shows the ESO logo and navigation icons. Below is a calendar for May 2020. The days of the week are listed at the top. The calendar grid shows dates from 1 to 31. The date 22 is highlighted in red. Below the calendar, a summary for Friday 5/22/2020 is shown, including a shift: Shift: B - Station 1 - Eng 1, Qualification: Firefighter, Start: 07:00, End: 07:00, Duration: 1 day.

**Middle Screenshot: My Message Center**  
The top header shows the ESO logo and navigation icons. Below is the 'My Message Center' section. It displays a list of messages. The first message is from Turner, Steven, dated 05/20/20 1:32 PM, with the subject 'Open Shift Notification'. The message body contains information about an open shift for a firefighter on May 21, 2020, at 07:00 for 24:00 hours at Fire Demo, and includes a link to pick up the shift. The second message is from Steven Turner, dated 05/19/20 11:11 AM, with the subject 'New Policy <Registered Mail>' and the body 'Get to work on time!!!'. The third message is from Steven Turner, dated 05/08/20 11:17 AM, with the subject 'New Policy <Registered Mail>' and the body 'Please review and acknowledge the attached policy.'. The fourth message is from Turner, Steven, dated 04/30/20 6:00 PM.

**Right Screenshot: Request Timeoff**  
The top header shows the ESO logo and navigation icons. Below is the 'Request Timeoff' section. It includes a 'Request Type' dropdown menu with options 'Single Day' and 'Extended Period'. The 'Timeoff Type' dropdown menu is set to 'Vacation'. The 'Day Requested' field is set to 'mm/dd/yyyy'. The 'Start Time' field is set to '8:00'. The 'Duration (not end time)' field is set to '8:00'. The 'All Day' checkbox is checked. The 'End Time' field is set to '16:00'. There is a 'Note to Scheduler' text area. At the bottom, there are 'Submit' and 'Clear' buttons. Below the form is a table showing the request details:

Type	Date Requested	Start Time	Duration	Status
Vacation	05/28	08:00	08:00	Approved

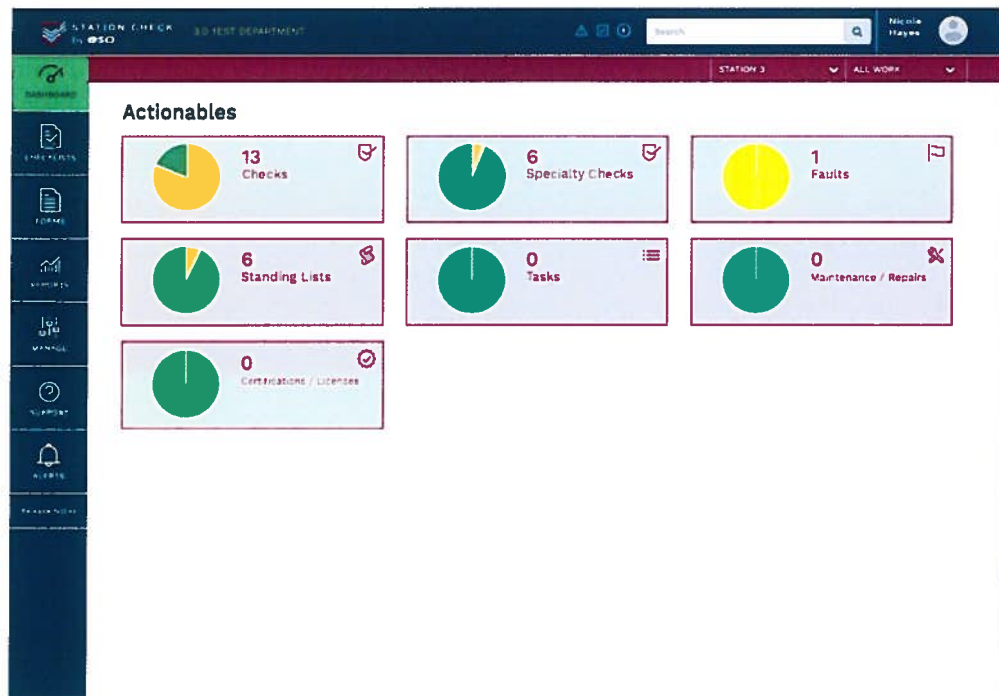


## *Asset Management Features*

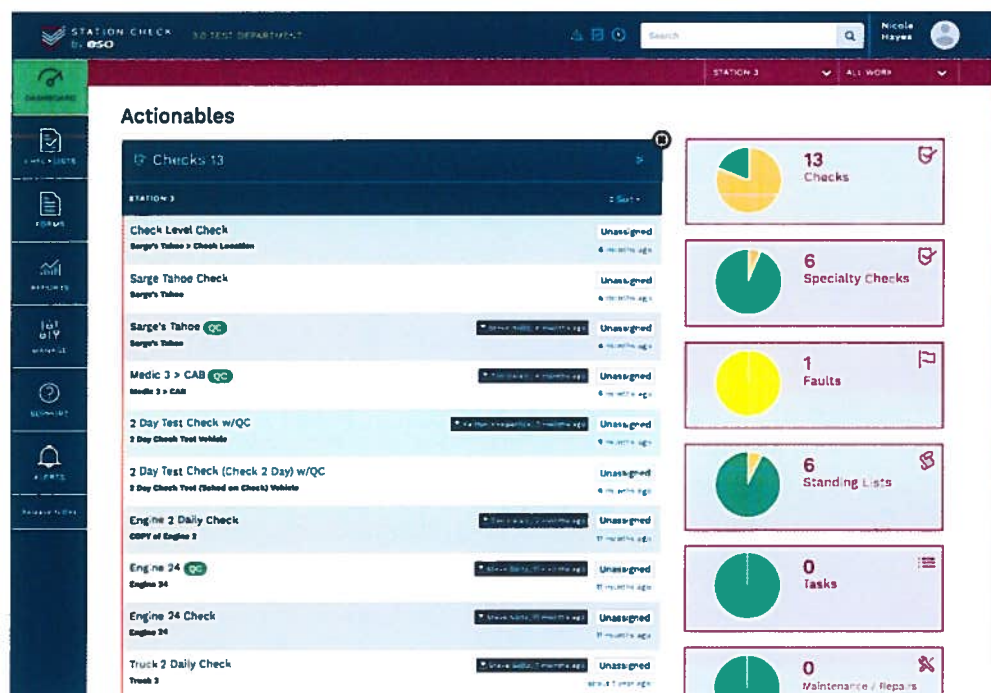
### SYSTEM BENEFITS

- ✓ **Align and standardize daily operations.** Whether you're looking for a system that integrates into your existing workflow or want to build out new processes from scratch, the system will ensure HHI continues to run like a well-oiled machine. Scheduled checks, maintenance and other tasks won't fall through the cracks on our watch. Plus, when everyone knows what checklists are needed, you can stay aligned on station duties.
- ✓ **Know what's happening in your station – in real time.** Know everything that is going on at your station with detailed data capture and robust reporting fueled by our dynamic checklists. Plus let team members know where they need to be and when with flexible alerts. Our notification system allows you to set up one-off or recurring notifications depending on your team's needs.
- ✓ **Access data wherever you are.** ESO AIC is a cloud-based solution meaning you can access the data from any internet-connected device at any time that's convenient for you. At the station, from your office or during a city council meeting – yes, yes, and yes.
- ✓ **Improve accountability.** Don't be in the dark about what happens in your agency. ESO AIC makes it easy to keep everyone accountable with digital records of station operations.
- ✓ **Save time.** Paper checklists take time to document and can easily be misplaced. ESO Checklists keeps all of your documentation in one place and accessible for audits, annual reviews and building SOPs.
- ✓ **Simplify SOPs.** Use AIC to develop custom checklists and train crews on SOPs and keep daily operations smooth.
- ✓ **Streamline workflows:** No more guessing about which check is due when and on which date. AIC makes daily checklists fly by with easy to use software and dynamic features.
- ✓ **Easy to use:** Simply follow the prompt's and you'll be done with daily, weekly and other checks in no time. The software was designed by and for field providers who know the industry inside and out.

Dynamic Dashboards provide the information you need at your fingertips.



Set it and forget it. ESO Checklists lets you create and edit dynamic checklists which run automatically once they are configured by the administrator.



With save-as-you go functionality, needing to pause is no problem. AIC will automatically save your work so you can pick right up where you left off.

STATION CHECK

by ESO

3.0 TEST DEPARTMENT

Steve Soltz

3.0 TEST DEPARTMENT

STATION 38

ALL WORK

3.0 Test Department > Station 38 > Engine ESO Assets > Engine ESO Assets Daily Check

Engine ESO Assets Daily Check

Continue

Discard

Cancel

(PAUSED)

“Engine ESO Assets Daily Check” paused by Sean McLeod 1 day ago with 3 out of 24 triggers completed

STATION 38 > ENGINE ESO ASSETS > FRONT CAB		
Knock Keys	FAIL	PASS
Mall Map	FAIL	PASS
ESO-A SCBA Cab Slot 1	IDENTIFY	NOT PRESENT
ESO-A SCBA Cab Slot 2	IDENTIFY	NOT PRESENT
STATION 38 > ENGINE ESO ASSETS > B COMPARTMENT > STRYKER STAIR CHAIR		
P/F	FAIL	PASS
STATION 38 > ENGINE ESO ASSETS > COMPARTMENT 1		
Pass/Fail Example	FAIL	PASS

Create your own reports or save your report filters for easy access later to gain clear insight into your department's operations. From when tasks need to be completed to which items are out of service, you'll have it all under wraps.

STATION CHECK

30 TEXT DEPARTMENT

SEARCH

Nicole Nguyen

STATION 3

ALL DATA

Dashboard

OFFICIALS

FINANCE

Inventory

Log Out

My New App

FILE 15

For more Station

## Assets Report

Asset

Asset Type

Type Filter

Equipment

Select type

Asset Name Filter (contains name)

Asset Label Filter

Select Asset Label

Origin

Origin Filter

Person

Select Station

Select Person

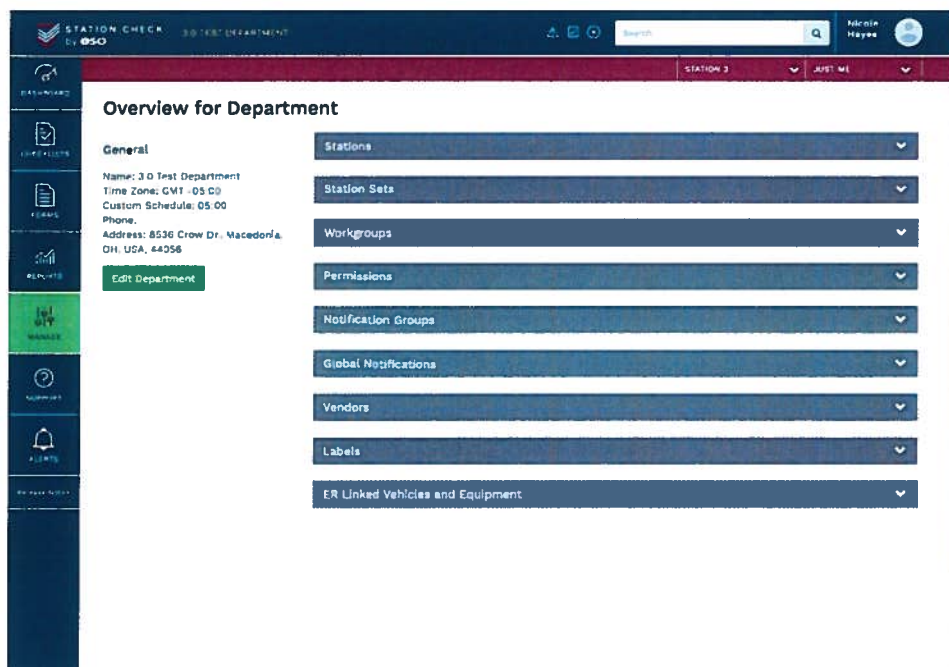
Display

Display Fields

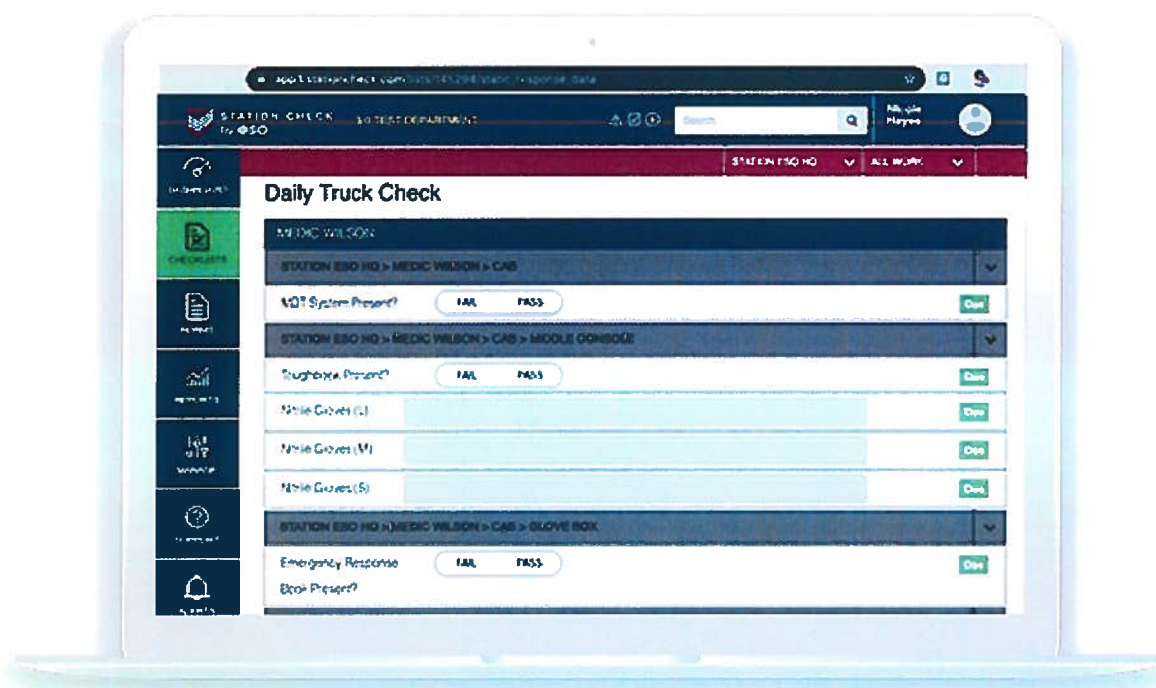
None

Get Report

Set permissions to ensure that access to daily checks or other checklists items are assigned and viewable by only those who need them. Plus, administrators can easily assign work to workgroups or individuals.

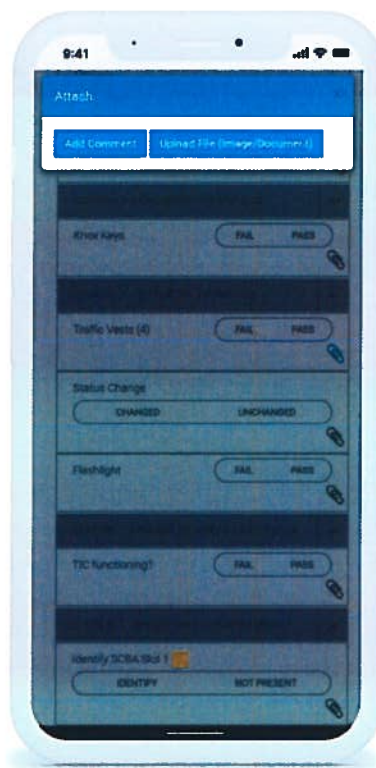


Intelligent questions guide you through checklists, so nothing falls through the cracks.

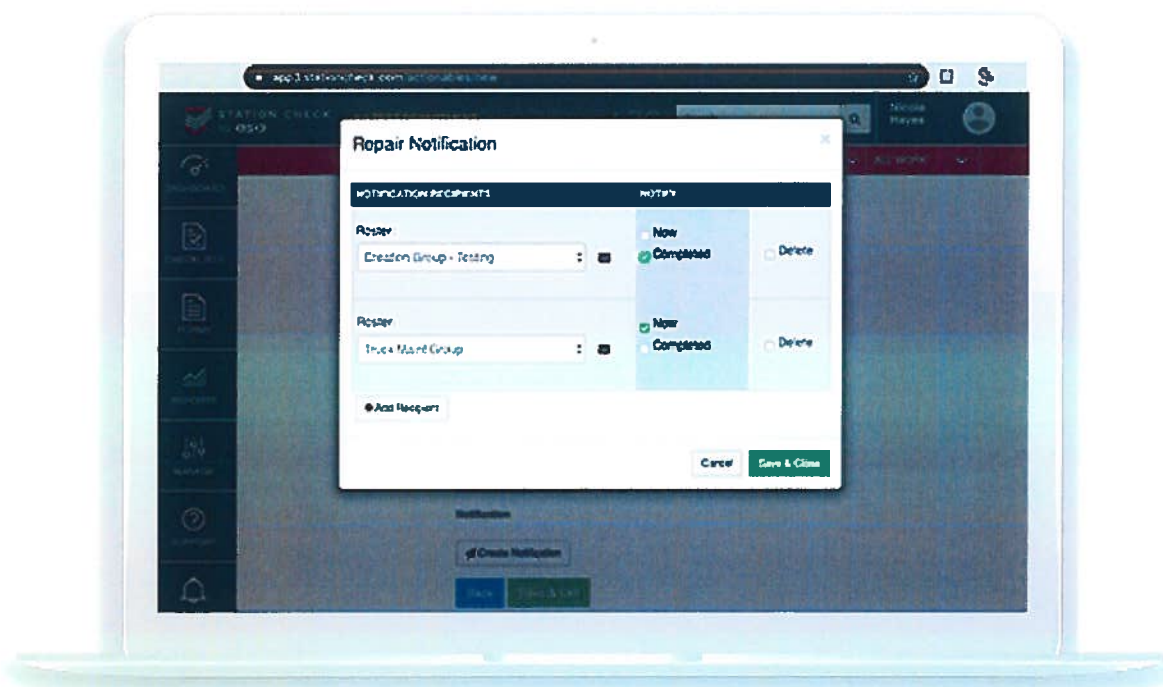




Snap and attach a quick photo to highlight damage or misplaced equipment.



Create automatic or one-off communications to notify the people who need to be involved via the dashboard, alerts or emails.



### *Technical Features, Security and Delivery System for Services*

ESO use the Software-as-a-Service (SaaS) model of software delivery. Microsoft Azure is our data hosting facility. Based in Virginia, the data hosting facilities are SAS 70, Type II, PCI compliant and meet a number of rigorous requirements that help ensure the security of customer data at all times:

- **High Availability Standards** – Each data center location offers 24 x 7 x 365 onsite staffing, plus a robust backbone network, redundant power and environmental controls, and other backup equipment designed to keep servers continuously up-and-running.
- **Unsurpassed Physical Security** – ESO's state-of-the-art data centers are equipped with video surveillance systems, on site security and require dual-token authentication for access.
- **Reliability and Backup** – ESO schedules off-site, automatic client data backups nightly, up to the last committed transaction.
- **Disaster Recovery** – ESO's disaster recovery measures include built-in redundancy for each component of the hardware infrastructure, including multiple database servers with a Raid-5 configuration.

ESO employs robust encryption technology to protect client data and communications, including 256-bit SSL Certification and 1024-bit RSA public keys — the lock icon in the browser indicates that data is fully shielded from access while in transit. All HIPAA-sensitive data stored on the field device is encrypted. Any data transmitted over HTTPS protocol to the central database is encrypted. In addition, ESO employs strict operating system security, two-factor authentication and database security measures at its data hosting facilities:

All HIPAA-sensitive data stored on the field device is encrypted.  
Any data transmitted over HTTPS protocol to the central database is encrypted.

Additional safeguards ensure that information is not inadvertently shared with unauthorized individuals on an end user level:

Email addresses and/or fax numbers are assigned to specific incident locations. If a user wishes to email or fax a record, that record can be sent only to the address or fax number associated with that facility. Hospital administrators who are assigned login access using ESO Patient Tracker or Health Data Exchange will be able to access only the records for patients transferred to their particular hospital.

## Program

Below details the implementation plans for products. Included at the end is a sample project task chart that walks through some more detail regarding timelines and responsibilities.

Most admin training is handled on-line, while user training is typically performed on site. The most important part of the implementation process is the return of the set up file. Round Rock FD 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.

All works is being completed by ESO and its employees. There are no subcontractors needed.

ESO is compliant with all applicable rules and regulations of Federal, State and Local governing entities.

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

### *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.

## **MILESTONE 1: PROJECT KICKOFF**

### ***Deliverables: Introductory Kickoff Conference Call Agency Key Players Worksheet***

To initiate the implementation process, the ESO Client Services administrator will contact the agency’s project manager to schedule a introductory conference call. ESO will provide a planning worksheet to identify key players who will participate in the implementation and ongoing administration of the software. Agency participants should include the 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 and/or ESO Fire suite, 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 larger audience of agency stakeholders, including all those that will participate in the implementation process. The purpose of the call is to enable the agency and ESO implementation team members to introduce themselves and begin to discuss project deliverables, task ownership, and tentative timelines including possible online and onsite training dates. ESO and the agency will identify and begin planning for any interfaces such as CAD and billing.

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
- EHR system setup by ESO
- Interface programming and testing, if applicable
- Online administrative training
- Completion of EHR system setup
- Mobile software installation and testing
- 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 EHR setup file, including personnel, units, vehicles, facilities to and from which they commonly transport patients. 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 user names
- Assigning roles and claims
- Loading patient refusal form and/or other agency-specific, custom forms for capturing signatures in the field
- Adding agency-specific billing authorization language
- Establishing agency password and lockout policies
- Creating data retention, patient lookup and update settings
- Creating new users and assigning user roles and login credentials
- Adding any additional facilities, units, vehicles etc. beyond those entered by ESO during initial system setup
- Configuration of interventions, therapies and medications
- 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 also will provide detailed help guides to assist administrators throughout this process.

### **MILESTONE 3: INSTALLATION OF MOBILE SOFTWARE AND CARDIAC MONITOR INTERFACE**

#### *Deliverable: Mobile Software Installation*

ESO will provide the link to the mobile software to the designated agency contact. The agency is responsible for deployment of the mobile client on the selected hardware. This may occur simultaneous with Milestone 2. ESO provides instruction and support to the agency staff responsible for this task.

Installing ESO EHR Mobile involves the following steps:

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

### **MILESTONE 4: 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 EHR system and who has a good understanding of the department's processes.

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

- A brief overview of the ESO EHR application
- Adding additional facilities, units, vehicles etc. beyond those entered by ESO during initial system setup
- Configuration of clinical data including impressions, interventions and medications

- Configuration and maintenance of the ESO administrative console
- Adding a company logo
- Assigning user names
- Assigning roles and claims
- Loading agency-specific, custom forms
- Adding agency-specific billing authorization language
- Establishing agency password and lockout policies
- Creating data retention, patient lookup and update settings
- Creating new users and assigning user roles and login credentials

## MLESTONE 5: MOBILE SOFTWARE TESTING

### *Deliverable: Software Testing*

This activity occurs immediately after mobile software installation. All users should log in to both the web and mobile applications to ensure that they have been assigned an appropriate level of access to the system. Agencies usually designate a few early adopters to submit test reports to familiarize themselves with the system. These users will typically take on an internal consultation role during roll out.

## MLESTONE 6: BILLING INTERFACE (IF APPLICABLE)

### *Deliverable: Billing Interface Testing*

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

## MLESTONE 7: ONLINE ADMINISTRATIVE TRAINING (QM/REPORTING)

### *Deliverable: Online Training*

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

The focus of the additional administrative training is to provide:

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

## MLESTONE 8: ONSITE END USER TRAINING

### *Deliverable: Onsite training*

This activity typically occurs approximately ten days before system go-live. This final phase of training is designed to familiarize end users with the features and functionality of the EHR module. The goal of end user training is to reach as many field users as possible and to develop a core group of power users from the EMS organization. This group will provide a cohort of local trainers to teach future staff. This training takes users through each tab of the EHR application, 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 will be given



ample time to ask questions about any issues they may encounter during day-to-day use. Training objectives include:

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

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 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 EHR and will ensure continuity in staff education by providing training and mentoring to the rest of the organization, including new employees who join the agency after the initial onsite training and deployment have occurred.

The power users selected will receive advanced information about EHR systems in general and ESO EHR in particular. They should be comfortable with technology, be champions of ESO and have a clear understanding of 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.

System administrator(s) should also plan to attend at least one of the power user/end user classes. This not only acknowledges administrators' support of the new program, but it also allows them to acquire additional expertise on the software's functionality so that they may serve as knowledgeable resources. ESO recommends that attendees be off-duty for user training and administrators offer personnel to hardware ratio of no more than 3:1 to create an optimal learning environment. Agencies are encouraged to move to full use of the system within 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 9: REGULATORY COMPLIANCE**

### ***Deliverable: State Reporting Testing***

Set up for data reporting to the regulatory agencies typically happens between end user training and system go-live. States may require agencies to go through training on the registry site and submit a copy of our jointly executed Business Associates Agreement. ESO will assist agencies in meeting compliance standards for their demographics file and general data reporting standards.

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

## MILESTONE 10: SYSTEM TESTING

### *Deliverable: 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 11: SYSTEM GO-LIVE AND POST-IMPLEMENTATION SUPPORT

### *Deliverables: Live System and Ongoing Support Ongoing Training*

## *Implementation of Asset Management*

### **Work Plan**

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

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

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

Further, once the system is placed in 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's AIC software uses a seven-phase process to complete the installation and support of the software.



### **MILESTONE 1: PROJECT INITIATION INCLUDING PLANNING, INFORMATION GATHERING AND LIST CONVERSION**

To initiate the implementation process, the ESO Client Services administrator will send the agency's project manager an agency setup worksheet on which s/he can identify the key players from the organization who will participate in the project implementation, assist in the project rollout (the rollout team) and the ongoing administration of the software, including but not limited to, agency administrators. The sheet will also contain other information for setting up the tenant including complete personnel lists and location names and information. In addition to this initial request, an implementation Kickoff call will be scheduled.

During the Kickoff call, the states of the implementation process will be explained, and an initial timeline will be presented. The ESO Implementation Coordinator ("IC") will explain the "test bed" vehicle process – testing and tweaking to be completed by HHI based on a set of vehicles representing the various types of vehicles within the fleet. The timing of buildouts and training sessions and the composition of trainings will also be explained. A project go-live date will also be confirmed. At the conclusion of the call, the IC will send the project manager the Vehicles

Worksheet to be used for building out the lists for the Test Bed vehicles. Instructions will also be sent along with a link to an instructional video demonstrating the proper way to fill out the worksheets. The agreed upon timeline, will also be sent to the project manager as a document at this time.

Once the Test Bed Vehicles Worksheets have been returned, the IC will arrange a Q&A call with the project manager. During this call, the IC will go over the Vehicles worksheets resolving any discrepancies with standard protocol, making sure that proper checklist frequencies, agency procedures, management, placement and categorization of assets will be attained with the proposed build. The IC and project manager will agree on any changes either during this call or on a follow up call within two to three days.

The initial tenant will be setup during this phase with logins for all organizational key players. All necessary organizational information will be brought into the system including locations and their accompanying information.

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

## **MILESTONE 2: “TEST BED” APPARATUS BUILD**

This phase will take place directly after the final Test Bed Vehicles Worksheets have been agreed upon between the IC and the project manager. There may be communications sent to project manager from IC during this time to flesh out additional details as they arise during the build. Once the build is complete, the project manager will receive a notification from the IC. The IC will set up a very brief call with the project manager to confirm the test bed vehicle builds. At the conclusion of this call, the project manager will receive an email with links to upcoming overview training webinars in which to register.

## **MILESTONE 3: ONLINE ADMINISTRATIVE TRAINING (OVERVIEW)**

This activity typically occurs within one week of the completed buildout of the test bed vehicles. These trainings are between two and two and a half hours long. ESO offers one to two of these training sessions a week via online methods. However, at the request of Round Rock FD, these trainings can occur on site. The overview training is intended to the system administrators to familiarize them with the overall product navigation and workflows. This includes a comprehensive overview of dashboards and master pages, as well as of the dashboard-based and quick menu based workflows.

## **MILESTONE 4: TEST BED VEHICLE TESTING**

Once training is complete, the IC will be notified, and a testing start date (initial rollout) will be agreed upon. The IC will then enable the system to prompt checks as of the testing start date.

The project manager will coordinate with the rollout team and commence regular checks on the test bed vehicles as of the testing start date. Typically, ESO recommends a testing period between one and two weeks, getting through at least one regular cycle of checks (daily checks and weekly inventories, typically). There will be iterative conversations between the IC and the project manager

during this period to resolve problems found with the checks, typical tweaking and checklist and workflow optimization.

At the end of this period, the project manager will sign off on the final test bed builds.

### **MILESTONE 5: DEPARTMENTAL APPARATUS, PERSONNEL AND ASSETS BUILD**

Using the test bed vehicle templates, the implementation team will now build out the rest of the organization's vehicles and checklists. If there are vehicles that do not have a template, the customer will use additional vehicle worksheets to build these vehicles and deliver them to the IC. The IC and project manager will coordinate during this phase to ensure agency-wide vehicle build-out is complete.

The IC will also be importing all personnel into the system at this point. The IC will wait until this stage for personnel input to prevent early access to the software by untrained users. Generic logins for all users will also be created.

Further, the IC will be sending asset templates to the project manager during this phase. Asset templates are used for mass creation of like assets (SCBA bottles, radios, etc.), each with their own unique asset fields (make, model, date in service, etc.). Once the project manager gets the asset templates filled out, they will be sent back to the IC for mass creation and deployment.

Depending on the complexity and number of vehicles and assets, this phase will take anywhere from one week to two months to complete.

### **MILESTONE 6: ONLINE ADMINISTRATIVE TRAINING (ADMIN)**

This activity typically occurs within one week of the departmental build-out. These trainings are between two and two and a half hours long. ESO offers one to two of these training sessions a week via online methods. However, at the request of Round Rock FD, these trainings can occur on site. Administrator training is intended for the system administrators to finish teaching them all aspects of the software, concentrating for the most part on administrative tasks:

- Management and Setup:
  - Personnel
  - Permissions
  - Workgroups
  - Distribution Groups
  - Notifications
- Department level tasks:
  - Department-wide checks
  - Forms
  - Reporting
- A deeper dive on Master Pages
  - Build – how to build your own vehicles, equipment and facility checks moving forward



## **MILESTONE 7: SYSTEM GO-LIVE AND POST-IMPLEMENTATION SUPPORT**

After the Administrator training is complete, the IC will be notified. The IC will confirm the launch date with the project manager and the IC and project manager will confirm with each other the readiness for launch (everything built out, users trained, etc.) and confirm the go live date.

Around one week to a couple of days prior to the go live date, the IC will schedule a pre go-live call. Any outstanding issues will be addressed including knowledge gaps and last-minute questions.



## *Implementation of Scheduling*

### **Work Plan**

ESO is committed to optimizing Round Rock FD's scheduling needs and delivering the best training and support to ensure seamless onboarding. With extensive experience in the scheduling industry, we've learned firsthand what's required to obtain the very best results for our clients. While we understand that every implementation is unique, we recommend the below best practices as a roadmap to ensure a successful deployment.



### **KICKOFF CALL:**

The purpose of this call is to help us better understand your scheduling needs to ensure a successful implementation. During this call, we will establish expectations, identify aspects of Round Rock FD's implementation that may require special considerations, address any questions about the training process, and schedule important dates.

To ensure that the ESO Scheduling software setup and configurations meet the needs of Round Rock FD, your meeting attendees should include:

- Your key management staff that will be involved in setup decisions
- ESO representatives will include your salesperson and potentially someone from our training team to provide insight on the training process.

We will cover a wide variety of items on this initial kickoff call including but not limited to:

- We want to fully understand your needs of the software. This will help us better serve you moving forward.
- Identify who will be the ESO Scheduling Administrator for Round Rock FD.
- Identify any other management users that will need to be involved during the training process so we can add them into our Client Management System.
- Discuss data integration to establish a workable schedule for delivery.
- Establish a target "Go-Live" date.

### **DATA INTEGRATION:**

Data integration with Munis is a crucial step in your implementation. We have found that the adoption of software by end users is higher and faster if existing employee data exists in the new system prior to the first training and recommend that this be considered a priority. The data integration steps will be dependent on discussion held at the initial kickoff meeting and which of the two data integration approaches are selected.

**TRAINING:**

ESO Scheduling is backed by a team of professionals with the software knowledge needed to deliver a smooth training process designed to maximize your software experience. Prior to in-person training, the ESO team will host a preliminary web conference to assist in the configuration of high-level optional features with key decision makers at Round Rock FD.

ESO Scheduling training is typically provided online and divided into three one-hour training sessions. However, ESO welcomes the opportunity to provide one 3-hour in-person training at a Round Rock facility to accommodate the needs and request of the town. The in-person training agenda will include the following topics:

**Session One**

- Introduction of ESO Scheduling
- Setup of baseline schedules and rotations using our Shift Profile builder. Note that trainees will need to have hard or electronic copies of your operation's current staffing needs and individual employee rotations to provide the best recommendations for your schedule setup.
- Employee Profile Management
- Qualification and Certification Setup
- Your trainer will work with your team to ensure that a full schedule will be automatically created and populated in the software

**Session Two**

- Schedule creation and day-to-day schedule management
- Employee access and functionality
- Management of employee requests
- System administration tools and dashboard management

**Session Three**

- Managing employee timecards
- Performing payroll closeout
- Timekeeping/payroll reports

**DEPLOYMENT PREPARATION:**

The deployment of ESO Scheduling involves the period between your in-person training session and your "Go Live" date. After your training is completed, we will contact you to ensure you feel

comfortable with the system. Further, your training representative will provide you with a custom Deployment Plan after your last training session. Key steps during this phase includes:

- Provide us overall feedback about your implementation process, including training, data integration, reporting, etc.
- Address any open issues the Round Rock FD may have, including any additional input our assistance you might need prior to go live.
- Discuss and schedule additional or ongoing training you feel would be beneficial.
- Training non-management employees. Training non-management end users can take a variety of forms at the discretion of the Round Rock FD. Alternative include:
  - Hosting an in-service meeting to train basic end users. One hour should suffice for covering the basis system functionality.
  - Training basic end users as they come in for their shift or when they leave for the day on an individual basis.
  - Email the slides to all basic end users to review at their convenience.
- Allow management to acclimate to the software. This step involves allowing management level employees to “play” with the software for a few days after training to prep for live use of the software.
- Completion of key tasks. Your deployment plan will include a custom list of tasks for completion to ensure every aspect of the configuration is complete.
- Side by side period. ESO recommends a two-week side by side test run of ESO Scheduling while still utilizing your existing processes. This testing period allows time to work out any issues that may arise prior to relying on ESO Scheduling fully for processing payroll.

### **GO LIVE:**

The implementation process is now complete, and you are ready to go live. Key daily and weekly tasks should be carried out in ESO Scheduling to ensure the best results. After training, you should have a good understanding of the following tasks. If not, let your training representative know so you can schedule an online review.

### **Daily Tasks**

- Manipulate and update the schedule to reflect recent changes using tools such as the Schedule Worksheet.

- Manage time off requests, shift pickup requests, and shift swap requests as employees submit requests from the basic user interface.

**Weekly Tasks**

- Create and publish upcoming scheduled for basic end users to see
- Check the Master Mailbox under the Message Center for messages sent by employees
- Updating employee profile information as needed
- Clearing employee discrepancies and reviewing timecards
- Running Payroll Reports

Once Round Rock FD is live with the system, your account manager will reach out to you to discuss transitioning to our Client Support Team. Whether you have a general support question, need technical assistance, or would like additional help with ESO Scheduling, the Support Team is here for you. The team is available anytime from 7:00 AM to 7:00 PM CST, Monday through Friday. In the event of an emergency, 24/7 support is available. Support also includes access to a Live Chat system and our most recent support articles and video tutorials.

### Post-Initial Implementation Process

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

### Post Implementation Support

ESO's account managers, implementation specialists, and certified software trainers have extensive experience in the pre-hospital environment. Together they bring more than 150 years of combined healthcare experience to ESO and the agencies they serve. Members of the ESO team have served as EMTs, fire chiefs, medics, nurses, led hospital emergency services, and relate quickly and easily to clients.

Agencies can contact ESO by toll free number, chat, or e-mail to handle routine as well as immediate action needs, as well as any technical question related to the software. ESO's client services team is available 24 hours per day, 7 days per week, to include holidays. The benefit of ESO's support function is that – even outside of the client services team – clients can contact ESO and speak to almost anyone and they can assist on both the clinical and operational aspects of the software and its reporting tools.

Clients may access training documents and videos from a link on the landing page of the application. 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. ESO updates the training materials regularly to include upgrades to the software. ESO also provides clients a link to a reference materials page from which they may print an unlimited number of reference guides covering ESO EHR for administrators and end users, quality management, ESO EHR Mobile, and more.

ESO also holds an annual user conference, Wave, in Austin, holds regional meetings, communicates via newsletters, and provides updated training tools for updates and release notes. Further, ESO implements state mandates into the software immediately, and they evaluate all requests for changes to the hardware for potential implementation.

### 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 and allowing us to deliver targeted customer support.

### *Sample Project Implementation Timeline*

Below is a sample project timeline based on a 60 day implementation time period. The implementation timeline begins at the time the set up file is returned to the implementation team. Typically the team will work backwards from your projected go-live date to determine the ideal timeframes to ensure a successful and on-time release.



Implementation Process Timeline (Days 0- 60)				Finish	Resource Name	Comments
<b>Pre-Kickoff; Agency receives and begins completion of setup file</b>	<b>1 Day</b>	<b>8/20/2020</b>	<b>8/20/2020</b>		<b>ESO and Round Rock</b>	
Implementation Kick-Off Call (high level overview of implementation process)	1 Day	8/20/2020	8/20/2020	9/1/2020	ESO and Round Rock	We give a 10 day window to get Kick-off meeting scheduled with all appropriate parties
<b>Agency fills out and returns set up file (usually takes 5-7 days)</b>	<b>7 Days</b>	<b>8/25/2020</b>	<b>9/1/2020</b>		<b>Round Rock</b>	<b>Round Rock to complete setup file. This is a critical step to starting the technical set up process of ESO. Time to go-live is based on the receipt of the set up file from Round Rock.</b>
ESO tenant/ environment is created and set up file is imported by ESO	3 Days	9/2/2020	9/4/2020		ESO	
<b>Admin Training- Online classes for administrators</b>						
<b>EHR Operational Admin (1.5 hours)</b>	<b>7 Days</b>	<b>9/5/2020</b>	<b>9/11/2020</b>		<b>Round Rock</b>	<b>Round Rock to sit in on prescheduled Admin webinar. A week lag is given to allow time to work into schedule</b>
<b>EHR Clinical Admin (1.5 hours)</b>	<b>7 Days</b>	<b>9/5/2020</b>	<b>9/11/2020</b>		<b>Round Rock</b>	<b>Round Rock to sit in on prescheduled Admin webinar. A week lag is given to allow time to work into schedule</b>
<b>Fire Admin (1.5 hours)</b>	<b>7 Days</b>	<b>9/5/2020</b>	<b>9/11/2020</b>		<b>Round Rock</b>	<b>Round Rock to sit in on prescheduled Admin webinar. A week lag is given to allow time to work into schedule</b>
<b>Personnel Management Training (1 hour)</b>	<b>7 Days</b>	<b>9/5/2020</b>	<b>9/11/2020</b>		<b>Round Rock</b>	<b>Round Rock to sit in on prescheduled Admin webinar. A week lag is given to allow time to work into schedule</b>
<b>Agency completes system setup (usually takes 3-7 days after all admin classes have been taken)</b>	<b>7 Days</b>	<b>9/12/2020</b>	<b>9/18/2020</b>		<b>Round Rock</b>	<b>This is for Round Rock to take information learned from admin training and update site to fit with operational needs.</b>
<b>Recurring online training</b>						<b>This training is available throughout the implementation process and beyond for any desired follow up training. Webinar trainings are free to any user who would like to attend.</b>

(Analytics, Adhoc, Quality Management, HDE for EMS agencies, EHR Pre Go Live)							Additional training modules are encouraged during the implementation process.
	End-user training: (Onsite or Online)						
	Agency schedules Training (3 weeks' notice required for Onsite)	3 Days	9/21/2020	9/23/2020	ESO and Round Rock		Time is scheduled for on-site training. Details regarding number of days/sessions is confirmed.
	Onsite: Customizable to fit Agency's needs, typically two sessions a day	3 Days	10/13/2020	10/15/2020	ESO and Round Rock		Perform on-site training
	End-user practice (recommendation: 10-15 days)	2 Weeks	10/15/2020	10/31/2020	Round Rock		We tend to recommend a couple weeks of end user practice before going live.
	Mobile Software Installation and Testing	1 week	9/23/2020	9/30/2020	ESO and Round Rock		Installation of the mobile EHR software on tablets is relatively simple but does involve touching each device either physically or remotely.
	Cardiac Monitor- Is installed concurrently with mobile install (if applicable)	1 week	9/23/2020	9/30/2020	ESO and Round Rock		ESO provides instructions on how to set up the cardiac monitor interface. In some cases, assistance from the monitor vendor is necessary.
	Interfaces/ 3rd Party Integrations (May increase implementation timeline)	60 Days	9/1/2020	10/31/2020	ESO and Round Rock		CAD integration timing is variable as we need to coordinate access to data from either your CAD vendor or IT administration. We allow ourselves the entire length of implementation to work on the part of the process.
	Billing Interface (set up with billing staff ongoing during implementation process)	60 Days	9/1/2020	10/31/2020	ESO and Round Rock		ESO will work with your billing vendor to understand what type of file they need and any other criteria being used to determine what is and isn't being billed. Round Rock will confirm all rules related to billing.
	ESO has the ability to extract data in multiple file formats (xml, ASCII, Sanitas, Zoll, etc.) for seamless integration with billing software						

Handtevy Import Setup (if applicable)	1 week	10/1/2020	10/7/2020	ESO	ESO will coordinate with Handtevy to set up the link between the two programs.
	1 Day	10/31/2020	11/1/2020	ESO	ESO will set up the HIDE connection upon go-live
<b>CAD Interface</b> (May increase implementation timeline)					
ESO gathers requirements ESO CAD development CAD Installation <b>Agency Tests CAD Interface</b> <i>Completing a CAD interface will require the joint efforts of ESO, your organization, and your CAD vendor. ESO uses Web Services technology to deliver a secure and reliable way to transfer your CAD data.</i>	2 weeks	9/1/2020	9/13/2020	ESO and Round Rock	ESO works with Round Rock to get details regarding access to CAD data
	4 weeks	9/14/2020	10/15/2020	ESO	ESO works on CAD development
	1 week	10/16/2020	10/23/2020	ESO	ESO installs CAD monitor
	<b>1 week</b>	<b>10/24/2020</b>	<b>10/31/2020</b>	<b>Round Rock</b>	<b>Round Rock tests the interface</b>
<b>Data Migrations / Legacy Data (NEMSIS &amp; NFIRS)-</b> (If applicable)					
NEMSIS Data Migration- This process starts after agency goes LIVE with ESO EHR NFIRS Data Migration- This process starts after agency goes LIVE with ESO Fire Incidents	1 month	12/1/2020	12/31/2020	ESO and Round Rock	ESO will receive NEMSIS compliant files from previous vendor to import.
	1 month	12/1/2020	12/31/2020	ESO and Round Rock	ESO will receive NFIRS compliant files from previous vendor to import.
<b>P&amp;I Data Migration-</b> Ongoing through implementation process					
<b>Agency reviews/cleans data</b> <b>Agency provides properties/inspections data for import into ESO</b> Data file placed in queue for import	<b>1 month</b>	<b>9/1/2020</b>	<b>9/30/2020</b>	<b>Round Rock</b>	<b>Round Rock will review the current data and update as deemed necessary.</b>
	<b>1 week</b>	<b>10/1/2020</b>	<b>10/7/2020</b>	<b>Round Rock</b>	<b>Round Rock sends the completed spreadsheet to ESO for import</b>
	2 weeks	10/7/2020	10/20/2020	ESO	ESO will import data
<b>State Data Reporting</b>					
*ESO submits NEMSIS and NFIRS data on agency's behalf <b>Additional ESO Products Implementation Timeline</b> Asset Management and Checklist (Typically 60-90 days)	1 month	10/1/2020	10/31/2020	ESO	ESO will set up the automatic submission. In some cases the state will require approval from the agency prior to setting up the process.

Scheduling (Typically 30- 45 days)									
Training Academy (Typically 30 days)									
<b>**Additional ESO product implementation timelines may be dependent</b>									
<b>concurrently</b>									
<b>with ESO EHR and ESO Fire products</b>									
<b>GO LIVE</b>									
ESO recommends going live with EHR and Fire Incidents initially. Go Live with additional products -P&I, PM, Scheduling, AIC, TrackEMS - can be determined based on agency priorities.									

**Legend**

Represents average in days

Represents ongoing throughout implementation process

**Agency's Action Item**

## Project Management Structure

Once an agency executes a contract, the ESO implementation team will lead your agency through implementation. The team includes:

Pat Piper, Director, Training & Implementation		
Wade Bredemeier, Training Manager	Vivianna Barragan, Implementation Administrator	Josh Burke, Manager of Extracts and Integrations
Jasmin Oswald, Implementation Coordinator	Deb McCoy-Freeman, Implementation & Training Specialist	John Ayres, Implementation Specialist for FIREHOUSE
Steve Soltz, Manager of Training and Implementation, AIC	Matt Sprague, Implementation Manager	Joanna Hallett, Senior Regional Account Manager

Pat Piper leads the team who will oversee the implementation process. While most of the team is cross-trained, each team member specializes in specific areas. As a SaaS model, the technical setup is almost entirely handled by ESO. Most of the responsibility for Round Rock FD, is in training and administrative set up of the products. ESO does not subcontract any of the work. We will, on occasion, use part-time instructors to provide on-site training. These are ESO employees who are professional firefighters/paramedics, many of them ESO users, who have been trained to provide end user training.

Upon final signing of the contract, the implementation team will receive notice to contact the designated personnel at Round Rock FD. At that time, ESO will assign an implementation administrator to coordinate a kick-off call and will be the main point of contact, making sure that all activities remaining on schedule.

**ATTACHMENT A  
PROPOSAL SUBMITTAL FORM AND EXECUTION**

**NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

**By signature hereon, the Respondent certifies that:**

All statements and information prepared and submitted in the response to this RFP are current, complete and accurate.

He/she has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a City employee in connection with the submitted response. Failure to sign the Execution of Proposal or signing it with a false statement shall void the submitted offer or any resulting contracts.

Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from this request for proposals.

**RESPONDENT (COMPANY):** ESO

**SIGNATURE (IN INK):** \_\_\_\_\_

**NAME (TYPED/PRINTED)** Allen Johnson

**TITLE:** Chief Product Officer **DATE:** 7/14/2020

**STREET:** 11500 Alterra Parkway Suite 100

**CITY/STATE/ZIP:** Austin, TX 78758

**TELEPHONE AND FACSIMILE NO.:** 866-766-9471

**E-MAIL ADDRESS:** allen.johnson@eso.com

**FEDERAL TAX IDENTIFICATION NUMBER (FIN):** 36-4566209

By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. In addition to the above General Terms and Conditions listed in Section IV, the City's Definitions, Terms and Conditions shall be enforced and part of the contract and can be obtained from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/>



**ATTACHMENT B  
REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

**SOLICITATION NUMBER:** 20-017

**RESPONDENT'S NAME:** ESO

**DATE:** July 17, 2020

Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

- |    |                       |   |  |
|----|-----------------------|---|--|
| 1. | Company's Name        | <u>Baytown Fire Dept</u>  |  |
|    | Name of Contact       | <u>Dana Dalbey</u>  |  |
|    | Title of Contact      | <u>Assistant Chief</u>  |  |
|    | <b>E-Mail Address</b> | <u>dana.dalbey@baytown.org</u>                                  |  |
|    | Present Address       | <u>201 E. Wye Dr.</u>   |  |
|    | City, State, Zip Code | <u>Baytown, TX 77521</u>  |  |
|    | Telephone Number      | <u>( 281 ) 420-5381</u>   | Fax Number: <u>( 281 ) 413-8030 (cell)</u> |
|    |                       |   |  |
| 2. | Company's Name        | <u>Austin Fire Department</u>                                   |  |
|    | Name of Contact       | <u>Mark Tomasek</u>   |  |
|    | Title of Contact      | <u>IT Systems Administrator - Knowledge Management Division</u> |  |
|    | <b>E-Mail Address</b> | <u>mark.tomasek@austintexas.gov</u>                             |  |
|    | Present Address       | <u>4201 Ed Bluestein Blvd.</u>                                  |  |
|    | City, State, Zip Code | <u>Austin, TX 78721</u>   |  |
|    | Telephone Number      | <u>( 512 ) 554-5957 (cell)</u>                                  | Fax Number: <u>( )</u>                     |
|    |                       |   |  |
| 3. | Company's Name        | <u>Palo Alto Fire Department</u>                                |  |
|    | Name of Contact       | <u>Kim Roderick</u>   |  |
|    | Title of Contact      | <u>EMS Chief</u>  |  |
|    | <b>E-Mail Address</b> | <u>kim.roderick@cityofpaloalto.org</u>                          |  |
|    | Present Address       | <u>250 Hamilton Ave (PO Box 10250)</u>                          |  |
|    | City, State, Zip Code | <u>Palo Alto, CA 94303</u>                                      |  |
|    | Telephone Number      | <u>( 650 ) 444-6244</u>   | Fax Number: <u>( )</u>                     |

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

**ATTACHMENT C  
SUBCONTRACTOR INFORMATION FORM**

COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

**SOLICITATION NUMBER:** 20-107

**RESPONDENT'S NAME:** ESO **DATE:** July 17, 2020

- **CIRCLE ONE - NO, I WILL NOT USE SUBCONTRACTORS ON THIS CONTRACT** **NO**
- YES, I INTEND TO USE SUBCONTRACTORS ON THIS CONTRACT** **YES**  
If yes complete the information below

1.	Subcontractor Name		
	Name of Contact		
	E-Mail Address		
	Address		
	City, State, Zip Code		
	Telephone Number	( )	Fax Number: ( )
	Describe work to be performed		
	Percentage of contract work to be performed	%	
2.	Subcontractor Name		
	Name of Contact		
	Title of Contact		
	E-Mail Address		
	Address		
	City, State, Zip Code		
	Telephone Number	( )	Fax Number: ( )
	Describe work to be performed		
	Percentage of contract work to be performed	%	

- *Add additional pages as needed*



**ADDENDUM  
CITY OF ROUND ROCK, TEXAS**

**Solicitation: RFP 20-017**

**Addendum No: 1**

**Date of Addendum: 7/10/2020**

This addendum is to incorporate the following changes to the above referenced solicitation:

**I. Questions:**

Q1. Do you want this RFP response to include information and pricing for electronic patient care forms?

A1. **Yes, please include this information if your software supports it.**

Q2. Do you have any additional vehicles beyond the 11 frontline fire apparatuses you mention?

A2. **Yes, we currently run 11 frontline apparatus and 2 shift commanders daily. In addition, we have 4 brush trucks (type 6 engines), 1 tender, 1 hazmat unit, 1 technical rescue unit, 6 reserve apparatus, and twelve administrative vehicles.**

Q3. Does Round Rock Fire Department collect NEMSIS EMS data on every EMS incident?

A3. **No, we do not submit to NEMSIS.**

Q4. Could we be provided with more information regarding section N, iv 'Ability to integrate with Tyler Technologies- Munis, direct integration is preferred.' Is the intent for scheduling data to be submitted via integration for payroll purposes? Any additional details would be appreciated.

A4. **Yes, we would prefer for payroll information to export directly into Tyler Technologies Munis as opposed to having the scheduling system export a \*.csv or Excel file..**

Q5. How many commercial properties does your Fire Department inspect annually?

A5. **We inspect approximately 7,000 commercial properties annually.**

Q6. How many personnel are in the Fire Prevention Division? Specifically, how many inspectors dedicated to doing annual inspections?

A6. **We have 8 personnel and 7 inspectors.**

Q7. Are you a BLS only agency or an ALS agency? If ALS, do you transport? If yes, to how many hospitals?

A7. **We are an ALS First Responder and we do not transport.**

Q8. If you are an ALS agency do you transmit to NEMSIS?

A8. **We are an ALS First Responder, so we do not report to NEMSIS.**

Q9. How many years of data will you want to convert from Fire House?

A9. **We will not be converting years of data from Fire House; we intend to transfer some records from FH, predominantly from the Prevention Division and some Geographic Information System (GIS) information. These documents will vary from Excel spreadsheets to proprietary files from FH.**

Q10. Other than Munis, are there other software products the Fire Department uses, not named in this RFP, that might need integrations (e.g. scheduling, preplanning, enroute solutions, inspections, etc.)?

A10. **Our CAD is Central Square. We are requesting direct interfacing with Tyler Technologies Munis. Tyler Munis is our payroll system. We also use Microsoft Office software.**

Q11. Are you looking strictly for a place to document your training or would you like the vendors to include an option for an entire learning management solution with the content provided?

A11. **We would like to be able to document our training.**

Q12. Will the City accept partner products, sub vendors, as part of the RFP response if it fills a requirement of the RFP?

A12. **We will accept offers from respondents that utilize partner products or sub-contractors but the Respondent that submits the proposal agrees to be the point of contact for all models submitted and only one contract with one set of terms and conditions will be awarded for this solicitation. Please also refer to Part III, Item 3. Subcontractors for additional requirements.**

Q13. Due to the textual content requirement for this RFP, is it possible to get a one-week extension on the 'Deadline for submission of responses' of the RFP?


A13. **If we do not receive more than 1 submission, the RFP will remain open for 1 more week.**

Q14. Due to COVID-19 and the fact that company employees are working from home may we sign Attachment A- Proposal Submittal Form electronically instead of "in ink"?

A14. **Yes, if it is a signature and not simply typed in. The formal contract itself may have other requirements since it is the legal contract.**

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

  
Cheryl Kaufman, Purchasing Supervisor  
Purchasing Office, 512-218-5417

July 10, 2020

By the signature affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED BY:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**RETURN ONE SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.**

- Section 1.3.5.3, Page 1, City of Round Rock Insurance Requirements.

**Intellectual Property Rights:** ESO offers cloud-hosted solutions as a subscription, and so our source code is not delivered to any given end-user of our software. Rather, the source code remains hosted in our secure cloud-hosting environment, and customers take possession of the tools needed to interface with and integrate data to and from our software. Because of that, ESO cannot offer work-product rights or permit any intellectual property transfer of its software, including in a statement of work scenario - doing so would prohibit ESO from providing its software to the thousands of fire departments and first responders who currently rely on ESO for their software needs. While ESO agrees that any information input into our software by a customer belongs to that customer, the software ESO provides must remain the property of ESO. The following clause/clauses will require discussion should ESO's proposal be selected:

- Section 60, Page 11, City of Round Rock Purchasing Definitions, Standard Terms and Conditions.

**Litigation and Financial Audit:** ESO is a privately held corporation and as such considers information pertaining to any litigation or finances to be confidential. Additionally, ESO has numerous competitors that seek to learn confidential legal and financial information about the company. Vendor information is made public through the RFP process, so because of this ESO would not agree to share financial and legal information about confidential business practices which then would be accessible to our industry competitors. The following clause/clauses will require discussion should ESO's proposal be selected:

- Part III, Section 2.B, Page 7, Report Management and Scheduling System for Fire Department;
- Part III, Section 2.C, Page 7, Report Management and Scheduling System for Fire Department;
- Section 24, Page 5, City of Round Rock Purchasing Definitions, Standard Terms and Conditions.





## "Cost Sheets" (Services)

Quote Date: 08/19/2020  
 Customer Name: Round Rock Fire Department  
 Quote #: Q-18090  
 Quote valid until: 12/31/2020  
 ESO Account Manager: Joanna Hallett

### CUSTOMER CONTACT

End User Round Rock Fire Department  
 Name James Gossard  
 Email jgossard@roundrocktexas.gov  
 Phone (512) 218-5590

### BILLING CONTACT

Payor Round Rock Fire Department  
 Name Jennifer Patton  
 Email jpatton@roundrocktexas.gov  
 Phone 512-218-3296  
 Address City Of Round Rock, Brian Finger - Itc  
 Round Rock TX, 78664  
 Billing Frequency Annual  
 Initial Term 12 months

### Fire

Product	Volume	Price	Discount	Total	Fee Type
ESO Fire Discounted Bundle	9 Stations	\$14,905.00	( \$0.00 )	\$19,350.00	Recurring
Fire Bundle - Incidents	9 Stations		( \$0.00 )	\$0.00	Recurring
Fire Bundle - Inspections	9 Stations		( \$0.00 )	\$0.00	Recurring
Fire Bundle - Properties	9 Stations		( \$0.00 )	\$0.00	Recurring
Fire Personnel Management	151 Employees	\$4,445.00	( \$0.00 )		Recurring
Fire - Training	3 Days	\$2,985.00	( \$0.00 )	\$2,985.00	One-time
Fire - Training Travel Costs	3 Travel Cost	\$750.00	( \$0.00 )	\$750.00	One-time
IFC 2015 - National Codeset	9 Stations	\$1,255.00	( \$0.00 )	\$1,255.00	One-time
Fire Incidents NFIRS Data Import	7000 Incidents	\$4,995.00	( \$4,995.00 )	\$0.00	One-time
Properties/Inspections Data Import	9 Stations	\$2,555.00	( \$2,555.00 )	\$0.00	One-time
Fire Incidents CAD Integration	7000 Incidents	\$2,495.00	( \$0.00 )	\$2,495.00	Recurring

### Scheduling

Product	Volume	Price	Discount	Total	Fee Type
ESO Scheduling - Setup & Online Training	3 Sessions	\$1,485.00	( \$0.00 )	\$1,485.00	One-time
ESO Loop Closure	151 Employees	\$3,695.00	( \$0.00 )	\$3,695.00	Recurring
ESO Scheduling Plus	151 Employees	\$9,995.00	( \$0.00 )	\$9,995.00	Recurring

### EHR

Product	Volume	Price	Discount	Total	Fee Type
EHR Training	3 Days	\$3,585.00	( \$0.00 )	\$3,585.00	One-time
ESO EHR (BLS Version)	7000 Incidents	\$8,390.00	( \$0.00 )	\$8,390.00	Recurring

\*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.



## "Cost Sheets" (Services)

Quote Date: 08/19/2020  
Customer Name: Round Rock Fire Department  
Quote #: Q-18090  
Quote valid until: 12/31/2020  
ESO Account Manager: Joanna Hallett

Total Recurring	\$	43,925.00
Total One-Time	\$	17,610.00
Discounts	\$	(7,550.00)
<b>TOTAL</b>	<b>\$</b>	<b>53,985.00</b>

### 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:**

**<http://bit.ly/ESOContract>**

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

3. If Customer has selected a third party to pay fees on their behalf, the applicable fees above shall be invoiced to the third party on Customer's behalf.

### Round Rock Fire Department

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Today's Date]

For Fire, Scheduling, EHR, the following payment terms apply:

Fees are invoiced at the Billing Frequency after the Effective Date, with recurring fees due on the anniversary.



## "Cost Sheets" (Services)

Quote Date: 08/19/2020  
 Customer Name: Round Rock Fire Department  
 Quote #: Q-18090  
 Quote valid until: 12/31/2020  
 ESO Account Manager: Joanna Hallett

### Fire

Product	Description
ESO Fire Discounted Bundle	Includes ESO Fire Incidents, Personnel Management, Properties and Inspections.
Fire Bundle - Incidents	Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.
Fire Bundle - Inspections	Includes the ability to manage multiple code sets, using those to developed customized Check-lists for inspections. The application allows you to schedule, manage, execute and finalize inspections as well as reschedule any required follow up inspections.
Fire Bundle - Properties	Includes CAMEO integration, Pre-Plan view. Stores property and occupant history (presence of chemicals and tanks, incidents, and previous inspections).
Fire Personnel Management	Includes tracking of Training classes, certifications, credentials, immunization records. Discounted as a part of the Fire Bundle.
Fire - Training	Daily rate
Fire - Training Travel Costs	One-time fee - covers all travel costs associated with on-site training option.
IFC 2015 - National Codeset	Complete set of IFC 2015 codes to be used within the Inspections application.
Fire Incidents NFIRS Data Import	Data migration from previous RMS platform.
Properties/Inspections Data Import	Data migration of Properties data and inspection reports into ESOs Properties and Inspections applications from a previously used RMS.
Fire Incidents CAD Integration	Allows for integration of CAD data into the FIRE application. Ongoing maintenance included. Additional fees from your CAD vendor may apply.

### Scheduling

Product	Description
ESO Scheduling - Setup & Online Training	Webinar Training Session.
ESO Loop Closure	Online incident (event, complement, complaint, etc) investigation and resolution tracking system for EMS and Fire.
ESO Scheduling Plus	Online scheduling, messaging and detailed reporting, plus web-based time clock, attendance tracking, time off management and payroll output files.

### EHR

Product	Description
EHR Training	Daily Rate
ESO EHR (BLS Version)	BLS ePCR software.



# KNIDIL B

## "Cost Sheets" (Optional Service)

Quote Date: 08/03/2020  
 Customer Name: Round Rock Fire Department  
 Quote #: Q-17455  
 Quote valid until: 12/31/2020  
 ESO Account Manager: Joanna Hallett

### CUSTOMER CONTACT

End User Round Rock Fire Department  
 Name James Gossard  
 Email jgossard@roundrocktexas.gov  
 Phone (512) 218-5590

### BILLING CONTACT

Payor Round Rock Fire Department  
 Name Jennifer Patton  
 Email jpatton@roundrocktexas.gov  
 Phone 512-218-3296  
 Address City Of Round Rock, Brian Finger - Itc  
 Round Rock TX, 78664  
 Billing Frequency Annual  
 Initial Term 12 months  
 Total Annual Recurring \$15,459.00

### EHR

Product	Volume	Price	Discount	Total	Fee Type
ESO EHR Suite	7000 Incidents	\$12,890.00	( \$0.00 )	\$12,890.00	Recurring
EHR Cardiac Monitor Integration	7000 Incidents	\$995.00	( \$0.00 )	\$995.00	Recurring
EHR Training	3 Days	\$2,985.00	( \$0.00 )	\$2,985.00	One-time
EHR Training Travel Costs	3 Travel Cost	\$750.00	( \$0.00 )	\$750.00	One-time
EHR - EMS XML Export	7000 Incidents	\$995.00	( \$0.00 )	\$995.00	Recurring
QuickSpeak	7000 Incidents	\$579.00	( \$0.00 )	\$579.00	Recurring

<b>Total Recurring</b>	\$	15,459.00
<b>Total One-Time</b>	\$	3,735.00
<b>Discounts</b>	\$	(0.00)
<b>TOTAL</b>	\$	19,194.00

### 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:**

<http://bit.ly/ESContract>

- The Effective Date of this Quote shall be the final date of signature.
- Customer may, but shall not be obligated to, purchase the products listed above.
- Total compensation is not to exceed \$81,030.00 within the first five (5) years of this Agreement.
- If Customer has selected a third party to pay fees on their behalf, the applicable fees above shall be invoiced to the third party on Customer's behalf.

\*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.

\*If present, applicable taxes shall be waived if Customer submits a valid certificate of tax exemption to ESO upon or prior to submission of the signed Quote.



**"Cost Sheets"**  
(Optional Service)

Quote Date: 08/03/2020  
Customer Name: Round Rock Fire Department  
Quote #: Q-17455  
Quote valid until: 12/31/2020  
ESO Account Manager: Joanna Hallett

## EHR

Product	Description
ESO EHR Suite	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	Cardiac monitors integration. Allows for import of cardiac monitor data via local or cloud integration. Ongoing maintenance included. Unlimited connections.
EHR Training	Daily Rate
EHR Training Travel Costs	One-time fee - covers all travel costs associated with on-site training option.
EHR - EMS XML Export	EHR data extract in XML format.
QuickSpeak	Integrated foreign language translation application.





# "Cost Sheets" (Optional Service - Asset Management/ Inventory Only)

Quote Date: 08/03/2020  
Customer Name: Round Rock Fire Department  
Quote #: Q-17456  
Quote valid until: 12/31/2020  
ESO Account Manager: Joanna Hallett

## CUSTOMER CONTACT

End User Round Rock Fire Department  
Name James Gossard  
Email jgossard@roundrocktexas.gov  
Phone (512) 218-5590

## BILLING CONTACT

Payor Round Rock Fire Department  
Name Jennifer Patton  
Email jpatton@roundrocktexas.gov  
Phone 512-218-3296  
Address City Of Round Rock, Brian Finger - Itc  
Round Rock TX, 78664  
Billing Frequency Annual  
Initial Term 12 months  
Total Annual Recurring \$45,330.00

Fire					
Product	Volume	Price	Discount	Total	Fee Type
ESO Fire Discounted Bundle	9 Stations	\$14,905.00	( \$0.00 )	\$19,350.00	Recurring
Fire Bundle - Incidents	9 Stations		( \$0.00 )	\$0.00	Recurring
Fire Bundle - Inspections	9 Stations		( \$0.00 )	\$0.00	Recurring
Fire Bundle - Properties	9 Stations		( \$0.00 )	\$0.00	Recurring
Fire Personnel Management	151 Employees	\$4,445.00	( \$0.00 )		Recurring
Fire - Training	3 Days	\$2,985.00	( \$0.00 )	\$2,985.00	One-time
Fire - Training Travel Costs	3 Travel Cost	\$750.00	( \$0.00 )	\$750.00	One-time
IFC 2015 - National Codeset	9 Stations	\$1,255.00	( \$0.00 )	\$1,255.00	One-time
Fire Incidents NFIRS Data Import	7000 Incidents	\$4,995.00	( \$4,995.00 )	\$0.00	One-time
Properties/Inspections Data Import	9 Stations	\$2,555.00	( \$2,555.00 )	\$0.00	One-time
Fire Incidents CAD Integration	7000 Incidents	\$2,495.00	( \$0.00 )	\$2,495.00	Recurring

Asset Management/Inventory					
Product	Volume	Price	Discount	Total	Fee Type
Assets-Checklist Bundle	38 Vehicles	\$9,795.00	( \$0.00 )	\$9,795.00	Recurring
Asset Management and Checklist - Training and Implementation	38 Vehicles	\$1,995.00	( \$0.00 )	\$1,995.00	One-time

Scheduling					
Product	Volume	Price	Discount	Total	Fee Type
ESO Scheduling - Setup & Online Training	3 Sessions	\$1,485.00	( \$0.00 )	\$1,485.00	One-time
ESO Loop Closure	151 Employees	\$3,695.00	( \$0.00 )	\$3,695.00	Recurring
ESO Scheduling Plus	151 Employees	\$9,995.00	( \$0.00 )	\$9,995.00	Recurring

\*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.

\*If present, applicable taxes shall be waived if Customer submits a valid certificate of tax exemption to ESO upon or prior to submission of the signed Quote.



"Cost Sheets"  
(Optional Service -  
Asset Management/  
Inventory Only)

Quote Date: 08/03/2020  
Customer Name: Round Rock Fire Department  
Quote #: Q-17456  
Quote valid until: 12/31/2020  
ESO Account Manager: Joanna Hallett

<b>Total Recurring</b>	\$	45,330.00
<b>Total One-Time</b>	\$	16,020.00
<b>Discounts</b>	\$	(7,550.00)
<b>TOTAL</b>	\$	53,800.00

**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:**

<http://bit.ly/ESOContract>

2. The Effective Date of this Quote shall be the final date of signature.
3. Total compensation is not to exceed \$235,120.00 within the first five (5) years of this Agreement.
4. If Customer has selected a third party to pay fees on their behalf, the applicable fees above shall be invoiced to the third party on Customer's behalf.

**Round Rock Fire Department**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Today's Date]

For Fire, EHR, Assets, Firehouse, Education, Safety Pad, Scheduling, 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.



## "Cost Sheets" (Optional Service - Asset Management/ Inventory Only)

Quote Date: 08/03/2020  
 Customer Name: Round Rock Fire Department  
 Quote #: Q-17456  
 Quote valid until: 12/31/2020  
 ESO Account Manager: Joanna Hallett

### Fire

Product	Description
ESO Fire Discounted Bundle	Includes ESO Fire Incidents, Personnel Management, Properties and Inspections.
Fire Bundle - Incidents	Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.
Fire Bundle - Inspections	Includes the ability to manage multiple code sets, using those to develop customized Check-lists for inspections. The application allows you to schedule, manage, execute and finalize inspections as well as reschedule any required follow up inspections.
Fire Bundle - Properties	Includes CAMEO integration, Pre-Plan view. Stores property and occupant history (presence of chemicals and tanks, incidents, and previous inspections).
Fire Personnel Management	Includes tracking of Training classes, certifications, credentials, immunization records. Discounted as a part of the Fire Bundle.
Fire - Training	Daily rate
Fire - Training Travel Costs	One-time fee - covers all travel costs associated with on-site training option.
IFC 2015 - National Codeset	Complete set of IFC 2015 codes to be used within the Inspections application.
Fire Incidents NFIRS Data Import	Data migration from previous RMS platform.
Properties/Inspections Data Import	Data migration of Properties data and inspection reports into ESOs Properties and Inspections applications from a previously used RMS.
Fire Incidents CAD Integration	Allows for integration of CAD data into the FIRE application. Ongoing maintenance included. Additional fees from your CAD vendor may apply.

### Asset Management/Inventory

Product	Description
Assets-Checklist Bundle	Web-based asset management and apparatus checklist for Fire and EMS.
Asset Management and Checklist - Training and Implementation	Training and configuration to include; group admin training, agency specific web-based sessions, online training and pre-recorded end user training.

### Scheduling

Product	Description
ESO Scheduling - Setup & Online Training	Webinar Training Session.
ESO Loop Closure	Online incident (event, complement, complaint, etc) investigation and resolution tracking system for EMS and Fire.
ESO Scheduling Plus	Online scheduling, messaging and detailed reporting, plus web-based time clock, attendance tracking, time off management and payroll output files.

**EXHIBIT C**  
**SUPPORT SERVICES ADDENDUM**

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

- 1.1. "Enhancement" means a modification, addition or new release of the Software that when added to the Software, materially changes its utility, efficiency, functional capability or application.
- 1.2. "E-mail Support" means ability to make requests for technical support assistance by e-mail at any time concerning the use of the then-current release of Software.
- 1.3. "Error" means an error in the Software, which 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](http://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.
3. **ERROR PRIORITY LEVELS.** Customer will report all Errors to ESO via e-mail ([support@eso.com](mailto: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. Severity 1 Error. 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. Severity 2 Error. 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. Severity 3 Error. 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. Severity 4 Error. 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 D**  
**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. Accounting of Disclosures. 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. Other Obligations. To the extent that Business Associate is to carry out one or more of a Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements that apply to the Covered Entity in the performance of such obligations.
15. Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, the affected Covered Entity shall have the right to control Business Associate's response to such request, provided that, such control does not have an adverse impact on Business Associate's compliance with existing laws. Business Associate shall notify the Covered Entity of the request as soon as reasonably practicable, but in any event within seven business days of receipt of such request.
16. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.
17. Breach of Contract by Business Associate. In addition to any other rights a party may have in the Agreement, this Addendum or by operation of law or in equity, either party may: i) immediately terminate the Agreement if the other party has violated a material term of this Addendum; or ii) at the non-breaching party's option, permit the breaching party to cure or end any such violation within the time specified by the non-breaching party. The non-breaching party's option to have cured a breach of this Addendum shall not be construed as a waiver of any other rights the non-breaching party has in the Agreement, this Addendum or by operation of law or in equity.
18. Effect of Termination of Agreement. Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to a Covered Entity or, at the Covered Entity's direction, destroy all PHI received from the Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, subcontractors, and agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Addendum, even after termination of the Agreement or Addendum, until such time as all PHI has been returned or otherwise destroyed as provided in this Section. For the avoidance of doubt, de-identified Customer Data shall not be subject to this provision.
19. Injunctive Relief. Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Addendum would cause irreparable harm to a Covered Entity, and in such event, the Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
20. Owner of PHI. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI created or received by Business Associate on behalf of a Covered Entity.
21. Safeguards and Appropriate Use of Protected Health Information. Covered Entity is responsible for implementing appropriate privacy and security safeguards to protect its PHI in compliance with HIPAA. Without limitation, it is Covered Entity's obligation to:
  - 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. Third Party Rights. The terms of this Addendum do not grant any rights to any parties other than Business Associate and the Covered Entity.
23. Signatures. 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.