

CITY OF OLATHE AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and EPR Systems USA Inc, hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs a comprehensive records management system for the Fire Department, and contracts with Vendor for the work described in Vendor's proposal in **Exhibit A**.

1. FEES, EXPENSES, AND TERM. City agrees to pay Vendor an amount not to exceed \$ 69,379 for the work described in **Exhibit A**. If provided for in **Exhibit A**, Vendor will be reimbursed at the actual cost of the specified expenses. This contract will be a one (1)-year contract with the option to renew for up to 5 additional one (1)-year periods upon the written agreement of both parties.

2. ADDITIONAL SERVICES. Vendor may provide services in addition to those listed **Exhibit A** when authorized in writing by City.

3. BILLING. Vendor may bill City monthly for all completed work and reimbursable expenses. Vendor must submit a bill which itemizes the work and reimbursable expenses. The City shall pay the Vendor based upon fixed prices for each deliverable, per the scheduled outlined in Exhibit A Statement of Work. City agrees to pay Vendor within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy.

4. PAYMENT. If City becomes credibly informed that any representations of Vendor provided in its billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future due to Vendor until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction.

5. STANDARD OF CARE. Vendor will exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily possessed and exercised by a professional under similar circumstances. If Vendor fails to meet the foregoing standard, Vendor will perform at its own cost, and without reimbursement, any work necessary to correct errors and omissions which are caused by Vendor's negligence.

6. TERMINATION FOR CONVENIENCE. City may terminate this Agreement for convenience by providing fifteen (15) days' written notice to Vendor. City will compensate Vendor for all work completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.

7. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of work to be provided by Vendor under this Agreement, City may terminate or reduce the amount of work to be provided by Vendor under this Agreement. In such event, City will notify Vendor in writing at least thirty (30) days in advance of such termination or reduction of work for lack of funds.

8. DISPUTE RESOLUTION. The Parties agree that disputes regarding the work will first be addressed by negotiations between the Parties. If negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests. Notwithstanding any such dispute, Vendor will proceed with undisputed work as if no dispute existed, and City will continue to pay for Vendor's completed undisputed work. No dispute will be submitted to arbitration without both Parties' written approval.

9. SUBCONTRACTING. Vendor may not subcontract or assign any of the work to be performed under this Agreement without first obtaining the written approval of City. Unless stated in the written approval to an assignment, no assignment will release or discharge Vendor from any obligation under this Agreement. Any person or entity providing subcontracted work under this Agreement must comply with **Section 11**

(Insurance).

10. OWNERSHIP OF DOCUMENTS. All final documents provided to City as part of the work provided under this Agreement, including but not limited to reports, plans, and related documents, will become City's property except that Vendor's copyrighted documents will remain owned by Vendor. Such documents must be clearly marked and identified as copyrighted by Vendor.

11. INSURANCE. Vendor and any subcontractor will maintain for the term of this Agreement insurance as provided in **Exhibit B**.

12. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Agreement, Vendor agrees to indemnify, defend, and hold harmless City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Vendor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Vendor is not required hereunder to defend City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence. City does not indemnify Vendor.

13. LIMITATION OF LIABILITY FOR BREACH OF CONTRACT OR NEGLIGENT PERFORMANCE. Any attempt to limit liability for breach of contract or negligent performance to the amount of the payment to Vendor by City is void. Any attempt to limit Vendor's liability to City for consequential, exemplary, or punitive damages, or any other measure of damages permitted by law, in any action against Vendor for breach of contract is void.

14. KANSAS ACT AGAINST DISCRIMINATION. *Unless* Vendor employs fewer than four (4) employees during the term of this Agreement, or *unless* the total of all agreements (including this Agreement) between Vendor and City during a calendar year are cumulatively less than \$5,000, *then* during the performance of this Agreement, Vendor agrees that:

- a. Vendor will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- b. in all solicitations or advertisements for employees, Vendor will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
- c. if Vendor fails to comply with the way Vendor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by City without penalty;
- d. if Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by the contracting agency; and
- e. Vendor will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

15. ENTIRE AGREEMENT. This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to by both Parties.

16. NO THIRD-PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

17. INDEPENDENT CONTRACTOR STATUS. Vendor is an independent contractor and not an agent or employee of City.

18. COMPLIANCE WITH LAWS. Vendor will abide by all applicable federal, state, and local laws, ordinances, and regulations.

19. FORCE MAJEURE CLAUSE. Neither Party will be considered in default under this Contract because of any delays in performance of obligations hereunder due to causes beyond the control and without fault or negligence on the part of the delayed Party, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, tornado, epidemic, quarantine restrictions, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the delayed Party must notify the other Party in writing of the cause of delay and its probable extent within ten (10) days from the beginning of such delay. Such notification will not be the basis for a claim for additional compensation. The delayed Party must make all reasonable efforts to remove or eliminate the cause of delay and must, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

20. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas' choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.

21. SEVERABILITY. If any provision of this Agreement is determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.

22. ORDER OF PRECEDENCE. If there is any conflict between the terms of this Agreement, excluding exhibits, and anything contained in the exhibits referenced herein or attached hereto, the terms and provisions of this Agreement, excluding exhibits, shall control.

[The remainder of this page is intentionally left blank.]

The Parties hereto have caused this Agreement to be executed this _____ day of _____

20__.

CITY OF OLATHE, KANSAS

By: _____
Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney or Deputy/Assistant City Attorney

EPR Systems USA Inc.

By:  _____
Jeff Jacobson
Director of Business Development
EPR Systems, Inc.

EPR Systems USA Inc. Software as a Service Agreement

This Addendum (“this Addendum”) is made and entered into on this ____ day of _____, 20____, by and between City of Olathe (“Public Entity”), a Kansas municipal corporation, and EPR Systems USA (“Vendor”), registered to do business in the state of Kansas (collectively “the parties”). Public Entity intends to contract with Vendor for software as a service and support (collectively “SaaS Services”) as more fully set forth in the Agreement dated _____ (“the Agreement”). If there is a conflict between the terms of the Agreement and this Addendum, this Addendum Controls.

1. Definitions

1.1 “Public Entity Data” means any of Public Entity’s electronic information accessible by Vendor because of the Agreement, including but not limited to software, programs, workflows, templates, account data, third party data, meta data, records, usernames, passwords, network settings, reports, statistics, documents, media, spreadsheets, financial information, banking information, credit card information, health information, criminal justice information, personal information, email addresses, names, addresses, and telephone numbers. Public Entity Data includes all data considered CJ, PII, PCI, and PHI under applicable laws and regulations.

1.2 “Critical Update” means an update to address a vulnerability scored as critical severity on the Common Vulnerability Scoring System (CVSS) v3 (reference: National Vulnerability Database, nvd.nist.gov).

2. Termination

2.1. Return of Public Entity Data. Upon termination of the Agreement, regardless of the reason, or upon notice of termination being provided by either party, Vendor shall make available within a reasonable time all Public Entity Data in an exportable format reasonably designated by Public Entity. Public Entity Data shall remain accessible and exportable to Public Entity for a period of not less than ninety (90) days following the termination of the Agreement, or until Public Entity directs Vendor to destroy all Public Entity Data in its possession, whichever occurs first. Proof of destruction must be made available upon request by Public Entity if requested within one hundred and eighty (180) days following termination of the Agreement.

3. Indemnification

3.1 General Indemnity and Hold Harmless. For the purposes of the Agreement and as a specific element of consideration, Vendor hereby agrees to indemnify, defend, and hold harmless Public Entity, its officials, officers, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses, including reasonable attorney’s fees, alleged, caused, or incurred in whole or in part as a result of the any breach of the Agreement, negligence, or other actionable fault of Vendor, its affiliates, subsidiaries, employees, and agents. However, Vendor’s indemnification obligation shall not include damage amounts attributable to the fault or negligence of Public Entity.

3.2 Cyber Incident Indemnity. Vendor hereby agrees to indemnify, defend, and hold harmless Public Entity for any cyber incident directed at, related to, or connected to the SaaS Services performed under the Agreement or that impacts Public Entity’s Data, including but not limited to a data breach, ransomware attack, and DDoS attack. This indemnity obligation shall apply regardless of the negligence or fault of Vendor or the lack thereof.

4. Cyber Security

4.1 Security Standards. Vendor shall apply basic safeguarding requirements and procedures to protect its information systems whenever the information systems store, process, or transmit any Public Entity Data. These requirements and procedures shall include, at a minimum, the security control requirements “reflective of actions a prudent businessperson would employ” as outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016) as follows:

- 4.1.1 Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- 4.1.2 Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- 4.1.3 Verify and control/limit connections to and use of external information systems.
- 4.1.4 Control information posted or processed on publicly accessible information systems.
- 4.1.5 Identify information system users, processes acting on behalf of users, or devices.
- 4.1.6 Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- 4.1.7 Sanitize or destroy information system media containing Public Entity Data before disposal or release for reuse.
- 4.1.8 Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- 4.1.9 Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- 4.1.10 Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- 4.1.11 Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- 4.1.12 Identify, report, and correct information and information system flaws in a timely manner.
- 4.1.13 Provide protection from malicious code at appropriate locations within organizational information systems.
- 4.1.14 Update malicious code protection mechanisms when new releases are available.
- 4.1.15 Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- 4.1.16 Vendor must implement Critical Updates to Vendor’s system within thirty (30) days of the patch becoming available. Failure to implement a Critical Security Patch within that time must be documented describing all mitigation measures implemented. Vendor must notify Public Entity of the Vendor’s failure to implement a critical security patch within ten (10) days of the decision not to patch or with thirty (30) days of the release of the patch, whichever is sooner. Vendor must provide documentation in the notification of how Public Entity’s data will remain protected

4.1.17 Vendor shall ensure that systems on which Public Entity's data reside are audited for compliance with the security standards as stated herein at least annually, and if Public Entity requests, Vendor must provide within fourteen (14) days a statement of compliance which includes the name(s) of the person(s) conducting the audit.

4.2 Location of Public Entity Data. Vendor must store all Public Entity Data and transmitted solely within secure data centers, computer systems, and networks within the United States of America.

4.3 Notification of Cyber Incident. If Vendor becomes aware of a cyber incident, including the occurrence of a breach or potential breach of data security, impacting Public Entity Data or the SaaS Services, Vendor shall immediately notify Public Entity by email (see Section 6.5) , of the cyber incident, the extent of the cyber incident, and possible consequences of the cyber incident.

4.4 Compliance with Applicable Laws, Regulations, and Security Standards. If the SaaS services involve the storage, transmission, or use of any Public Entity Data that would be subject to any privacy laws, rules, regulations, or industry standards, Vendor warrants that it is compliant with the applicable standard, will provide proof of such compliance upon request, including any certification and the pertinent results of any audit, and will immediately notify Public Entity of the loss of any applicable certification or investigation into Vendor's compliance with such applicable standard.

4.4.1 Example: If the SaaS Services involve the storage, processing, or transmission of payment card information, Vendor warrants it is PCI DSS compliant, will provide proof of compliance upon request, and will notify Public Entity of any regulatory audit, fines, or investigation impacting its status as compliant that occurs during the duration of the Agreement.

4.4.2 Example: If the SaaS Services involve the storage, processing, or transmission of criminal justice information (as that term is defined under applicable federal, state, or local law), Vendor warrants it is Criminal Justice Information System (CJIS) compliant, will provide proof of compliance upon request, and will notify Public Entity of any regulatory audit, fines, or investigation impacting its status as compliant that occurs during the duration of the Agreement. Vendor agrees to cooperate with any audit of Public Entity by a law enforcement agency seeking to determine Public Entity's or Vendor's CJIS compliance.

5. Ownership and Use of Data

5.1 Use of Data. Vendor shall not, during or after the term of this Agreement, use Public Entity Data for any purpose whatsoever other than the performance of its obligations under the Agreement and as noted in Agreement Section III.5 (Aggregate Statistics). Vendor shall not, during or after the term of the Agreement, divulge to any person or organization or use, for any reason whatsoever, any Public Entity Data without receiving prior written consent. Vendor shall, upon request, return or destroy all such Confidential Information upon the termination of this Agreement, but Vendor shall not be required to return or destroy copies of Public Entity Data residing on backup, disaster recovery, or business continuity systems, and the obligations herein with respect to such Public Entity Data shall survive until such Public Entity Data is destroyed during the ordinary course of business.

5.2 Exception. Vendor shall not be considered to have breached its obligations by disclosing Public Entity Data as required to satisfy a request from a competent governmental entity provided that, upon receiving any such request and to the extent that it may legally do so, Vendor provides Public Entity written notice of the request prior to making any disclosure to provide the Public Entity an opportunity file an objection to such disclosure.

5.3 Ownership of Data. Public Entity Data shall remain the sole and exclusive property of Public Entity. Vendor shall not have any ownership rights in Public Entity Data.

6 General Terms

6.1 No Click-to-Accept Terms. Vendor agrees that no 'click to accept' agreement that may be required for Public Entity or its end users to access the SaaS Services and no 'terms of use' or 'privacy policy' referenced therein or conditioned for use of the services shall apply. Only the provisions of the Agreement and any attachments and exhibits, including this Addendum shall apply to Public Entity and its end users for access and use of the SaaS Services. The Parties acknowledge that Public Entity or its end users may be required to click "Accept" as a condition of access the SaaS Services, but the provisions of such 'click to accept' agreement and other terms (including Terms of Use and Privacy Policy) referenced therein shall be null and void for Public Entity and each end user.

6.2 Applicable Law. The Agreement is entered into, under, and is to be construed and enforceable in accordance with the laws of the State of Kansas.

6.3 Independent Contractor. Vendor is an independent contractor and is not an agent or employee of Public Entity.

6.4 Assignability. Vendor shall not assign the Agreement to another person, organization, or entity without the prior written consent of Public Entity.

6.5 Notices. Notices shall be sent to the parties via email at:

To Vendor:

jjacobson@eprsys.com

To the Public Entity:

City Clerk's Office: cco@olatheks.org

City Attorney's Office: cityattny@olatheks.org

[DEPT if applicable]: Fire Department

6.6 Waiver. The failure or delay of either party in exercising any of its rights under the Agreement will not be deemed a waiver or forfeiture of such rights. A waiver by either party of any of the covenants, conditions, or terms of the Agreement to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant, condition, or term of the Agreement.

6.7 Cyber Insurance. Vendor shall maintain cyber insurance during the Agreement and for a period of three (3) years after the termination of the Agreement. Coverage must include: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.

6.7.1 Limits. Per claim, each insuring agreement: \$3,000,000; Aggregate: \$3,000,000.

6.7.2 Exposure Limits. The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of Vendor nor has Public Entity assessed the risk that may be applicable to Vendor. Vendor shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. In the event Vendor maintains broader coverage and/or higher limits than the minimums shown above, Public Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Public Entity. The Vendor's insurance will be primary, and any insurance or self-insurance maintained by Public Entity will not contribute to, or substitute for, the coverage maintained by Vendor.

6.7.3 Verification of Coverage. Vendor will provide a certificate of insurance on ISO form or equivalent, listing Public Entity as the certificate holder. The certificate must confirm the required coverages in the “Additional Comments” section or Vendor must provide a copy of the declarations page confirming the details of the cyber insurance policy.

6.8 Severability. Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason the remaining provisions shall be unaffected and shall continue to be valid and enforceable.

6.9 Survivability. Sections 1 through 6 shall survive the termination of the Agreement.

Exhibit A
Vendor's Proposal

Cover Letter (Transmittal Letter)

May 5, 2022

City of Olathe Procurement Division
PO Box 768

Olathe, KS 66051-0768

Re RFP 22-0038 Fire Department Records Management System

Dear Ms. Pine,

Thank you for reviewing our responses to the City of Olathe RFP 22-0038 Fire Department Records Management System. **We are pleased to inform you that our software, FireWorks, meets and/or exceeds all of the requirements listed in the City of Olathe Fire Department RMS RFP.**

FireWorks contains customizable modules that include dashboards, hydrants, properties, inspections, pre-plans, incidents, inventory, reporting/business intelligence, map views and a learning management system. FireWorks is compliant with NEMSIS 3.5.0 for reporting and covers both NFIRS 5.0 and medical reporting (ALS and BLS) and is fully customizable. Along with our flagship software, FireWorks, EPR Systems also has a full suite of applications that complement one another:

- **EPR Systems CommunityWorks** — a web-based platform to connect the fire department with the community for transactions, permits and other information related to education and engaging with the fire department's public safety initiatives. CommunityWorks allows the public to directly interact with the fire department regarding notices, inspections for commercial properties as well as general public safety information about their properties regarding hazards, resident medical needs, disabled or elderly occupants and pets.
- **EPR Systems MedicWorks** — an Electronic Patient Care Reporting (ePCR) platform that interfaces with both fire and EMS agency types to provide accurate patient care data. MedicWorks is compliant up to NEMSIS 3.5.0.
- **EPR Systems LMSWorks** — a robust Learning Management System (LMS) for in-house training of firefighters and EMS to coordinate and facilitate certifications and other skills training. A large variety of professional educational content catered to the fire and EMS industry is provided by Jones & Bartlett Learning.

We hope you find the supplied information regarding EPR Systems helpful in selecting the best software solution for the City of Olathe. We have indicated our responses to each item in your RFP in **red**.



Respectfully submitted,

Jeff Jacobson

Director of Business Development
EPR Systems, Inc.

Email: jjacobson@eprsys.com Direct:
704-746-6396

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Additional addenda are attached to the end of this main document or under separate cover.

1. Overall Philosophy and Program Implementation

- Provide a definition of your organization's role, responsibilities and activities. Also include your organization's expectations of the City. **Upon contract award, EPR Systems' role is to work with the City of Olathe to successfully implement a new Records Management System for the fire department. We will facilitate implementation of the software, integration of appropriate applications, migration of data, training of personnel/users and any other requirement to establish a successful transition from the current platform to FireWorks. EPR Systems requires that the City provide access to appropriate personnel, legacy data, information and training opportunities to make the transition to FireWorks a success.**
- Explain your customer service philosophy; what have you done to improve customer service, and how you plan to monitor customer satisfaction. **EPR Systems places the utmost importance on customer service and open communication between customers and our staff, including our support, implementation and leadership personnel. We also employ ongoing qualitative research of our customers to implement improvements in how we communicate and serve our customer base. Our goal is to have 100% customer satisfaction, referrals and renewals of existing customers and we function as a team to meet this goal on a daily basis.**
- Describe your overall strategy and methodology for the physical examination program and the Workers Compensation program. **Not applicable.**
- What is your general plan of approach, including timetables for planning, developing, and implementing each type of examination? **Not applicable.**
- Describe the follow up process with the Medical Review Officer (MRO), who the provider is and where the service will be administered. **Not applicable.**

4. Firm's Experience

Provide references from at least five (5) other agencies or firms for which similar services are currently being performed or have been performed in the past three (3) years (include contact name, address, phone, fax, and e-mail address). Failure to provide current accurate contact information for these references may result in the rejection of your proposal.

1. Green Bay Metro Fire: Deputy Ryan Gibbons, ryan.gibbons@greenbaywi.gov 920-448-3291
2. Polk County Fire & Rescue: Chief Jennifer Huff jenniferhuff@polk-county.net 863-519-7308
3. Bayou Cane Fire Department: Chief Ken Himel khimel@bcfire.org 985-580-7230
4. Forsyth County Fire Department: Deputy Gary Styers styersgl@forsyth.cc 336-703-2552
5. Beverly Fire Department: Chief Peter O'Connor poconnor@beverlyma.gov 978-922-2424

5. Personnel and Experience

For each component, please include the experience. **Refer to EPR Systems resume and company information sections.**

6. Cost Data

Provide a detailed schedule of fees indicating the total maximum cost for each service offered by your facility. Costs should be itemized as indicated in the Fee Schedule (A), but not limited to just those services. Please indicate all related services offered by your facility.

Fee proposal is included under separate cover from this document.

7. Record Retention

Records must be retained for thirty (30) years from the employee's date of termination and must be easily accessible by authorized personnel. Provide details of the measures your facility will take to ensure that the confidentiality of the City employee will not be compromised. **EPR Systems complies.**

8. Transmittal Letter

This letter shall contain a brief statement of the suitability of your facility to perform this work and provide contact information for future reference. This letter shall also indicate which process or processes your proposal is addressing. **EPR Systems provides this information in our Cover Letter and acknowledges that our software, FireWorks RMS, meets and/or exceeds all required specifications stipulated in the City of Olathe RFP.**

9. Proposal Content

Indicate the name of the responding firm or facility, address and phone number, title and name of project manager. All proposal documents must be signed by an authorized agent of the firm or facility responding to the RFP on the Affidavit Form include as Exhibit A of these documents. Failure to complete the Affidavit may be cause for rejection of your proposal.

Identify experience in providing similar systems, including projects with municipalities, if available, in the past 3 years – identify the type of project, scope of services provided, and contact information of the entity for which the services were provided.

- **Customer #1—Green Bay Metro Fire, Green Bay, WI:** The EPR contract included all FireWorks fire modules, ePCR and Inventory/Maintenance/Work Orders. We implemented the solution and performed a full data conversion. Your contact is Deputy Ryan Gibbons and his email is ryan.gibbons@greenbaywi.gov.
- **Customer #2—Columbia County, GA:** The contract included all FireWorks modules, LMS and ePCR. We completed a full data conversion and implementation. Your contact is Austin Reid and his email is areid@columbiacountyga.gov.
- **Customer #3—Polk County Fire & Rescue, Bartow, FL:** The EPR contract included all FireWorks modules and ePCR. The ePCR platform implementation and data conversion was completed in thirty (30) days. Your contact is Chief Jennifer Huff and you can email her at jenniferhuff@polk-county.net.

Provide a brief resume for everyone who will be performing work under this contract, summarizing their qualifications. If any business partners or subcontractors will be used, please include their information and qualifications.

- **Benny Shalev, Vice President of Implementation,** manages the projects, integrations and implementation of the software. Benny will also facilitate the data migration and coordinate with the development team any customizations required by customers. For nearly twenty years, Benny has worked at EPR as a post-sale integrator, customer service manager and project manager. He is skilled in software quality assurance, database assessments for integrations, system analysis, writing project specifications and coordinating multiple development departments within EPR

Systems. Benny has degrees in Business Management and Finance as well as Electrical Engineering and is skilled in SQL, VBA, JAVA and C++.

- **Shane Moss**, Chief Training Officer, facilitates the training schedules of appropriate City of Olathe personnel. Shane joined the company in 2019 as an end-user instructor and is currently the Chief Training Officer. Shane has over thirty years of fire service and EMS experience. His background includes operational, administrative, network and data analysis within emergency services. Shane holds an AAS in Fire Protection Technology as well as multiple fire/EMS/ICS/Computer certifications. Shane has been involved in the implementation and training of several county wide RMS projects, large municipal RMS projects and multiple small-to- medium sized department implementations. He has also been involved with EPR's software development and design and worked to create EPR's current LMS module, as well as worked with partner agencies to facilitate software integrations. Shane has managed projects to complete implementation and is a SME for RMS. He has performed multiple software demos and worked with departments to assist integrating current processes to customize their FireWorks RMS.
 - **Jeff Jacobson**, Director of Business Development, leads the sales and marketing team. Jeff develops and manages relationships with customers and partners and is responsible for all contracts and negotiations. He has been involved in several software development projects at EPR. Jeff has been a career firefighter/paramedic for 22 years, holds an AAS in Fire Science as well as many fire and EMS certifications. Jeff has been involved with SaaS software for Public Safety since 2014.
- a. Acknowledgment of intent that your firm will make a good faith effort to comply with all applicable Federal, state or local affirmative action requirements.

EPR acknowledges and will comply.

10. Company Overview/General Information

- History of your firm/facility, including major milestones in research and development. Include personal biographies of your firm's principals and representatives that would be assigned to the City.

EPR Systems, Inc. is an international software company founded in 2000 with development headquarters located in Israel. EPR specializes in the development and integration of software systems specifically for local government operations. EPR's approach to software development heavily involves understanding users' needs and incorporating flexibility to customize the software to each user's environment and internal processes. A customer-centric approach to development also underpins our culture of understanding our customers on an ongoing basis through our support, training and communications departments. We regularly conduct qualitative customer research to capture customer feedback, experience and wish-lists. EPR acts upon these findings so we can continuously provide the most optimal service experience and product on the market.

Our performance in the marketplace built on our unique approach has helped EPR become a distinct leader in fire and EMS industry software development and support. Over the past 22 years, EPR has grown its systems to over eighty (80) municipalities ranging from Public Safety (Fire) Records Management Systems, CRM, Finance, Utility Billing and Recreational Management Systems.

EPR's specialty is analyzing the specific needs of each customer, while modeling the RMS to their requirements. EPR has an outstanding staff who emphasizes the personal touch—a family approach, not an over-automated, mechanical approach so prevalent in the software industry.

In 2016, EPR expanded to the U.S. market and focuses primarily on public safety software solutions. Since then, EPR has developed the FireWorks suite of products and continues to expand our product line in response to what the public safety industry needs. Our latest product, CommunityWorks, is a key example of that response.

Firm Principals

Gilad Preger, CEO, President and Chairman. Gilad founded EPR Systems in 2000. As CEO, Gilad is in charge of business development and steering the company into new directions and challenges. In addition, Gilad is responsible for organizational mapping and creating joint ventures with other companies. Prior to founding EPR Systems, Gilad served as fundraising manager for educational institutions. Gilad has a B.Ed. and has been a lecturer in the students' program at the The Hebrew University of Jerusalem.

Avi Wach, Chief Operating Officer. Avi joined the company in 2010 and is currently the Chief Operating Officer. In his previous position, Avi was CEO of an association for the promotion of culture, and before that worked in the field of data security and integration at companies such as VCIX, IBM and Applettix. Avi holds an MBA and a Bachelor's degree in software engineering.

Benny Shalev, Vice President Implementation/Project Management. Benny is responsible for customer interaction regarding managing the projects for the implementation of EPR's software, customizations, data migration and integrations. Benny studied business administration and economics and has a degree in education and electronic engineering. Benny is the subject matter expert on NFIRS analytics with EPR and is the expertise behind creative innovative reports and data insights in the NFIRS data set.

Jeff Jacobson, Director of Business Development. Jeff Jacobson comes to EPR with over 20 years of fire and EMS experience as a career Firefighter Paramedic. He also has over ten years in the fire and EMS sales industry, with the prior six (6) years as a sales leader in SaaS RMS software. His passion is to empower agencies with software that helps protect first responders and equips leadership with valuable data to make informed decisions within their department. Jeff holds an AAS in Fire Science as well as certifications in FF 1&2, NREMT- Paramedic, AHA instructor for all disciplines and several management certifications.

Shane Moss, Chief Training Officer. Shane joined the company in 2019 as an end-user instructor and is currently the Chief Training Officer. He has over 30-year of Fire Service/EMS experience. His background includes operational, administrative, network and data analysis within Emergency services. Shane holds an AAS in Fire Protection Technology, as well as multiple fire/EMS/ICS/Computer certifications.

- Description of current ownership structure.

EPR Systems, Inc. is a Florida corporation established in 2016 and located in Jacksonville, Florida. EPR is a privately-held and self-funded corporation. Gilad Preger, Founder President/CEO and Giora Redler, CO-Founder VP/CTO are the owners.

- Average client size

Across EPR's customers, the average public safety agency operates four (4) stations with an average annual run volume of 7,500 incidents per year. The largest completes 160,000 runs annually and the smallest completes less than 500 runs a year.

- Location, function, and hours of operation for all offices in your company that would be involved in the performance of this contract. EPR's US operations are based in Jacksonville, FL, however, our team is dispersed throughout the central and eastern US in order to serve our customers better. Hours are stipulated in the support section, however, many of our key team members are responsive to customers when needed.
- Name of dedicated representative assigned as the primary point of contact for all the City's requirements.

The primary contact is Jeff Jacobson, Director of Business Development.

- Audited financial statements of your firm/facility for the past two (2) years **If EPR is awarded the contract, we will provide financial statements.**
- List of current clients who are similar to the City of Olathe.

Refer to section 9. Proposal Content where we list current customers similar to the City of Olathe.

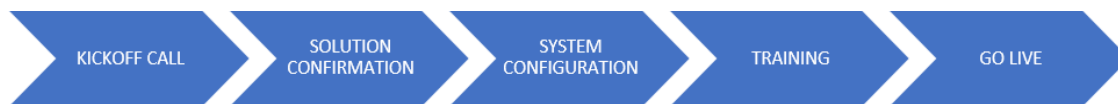
11. Integration Information, Project Requirements, & Scope of Services

Responses to all requirements of the Project Scope and required for this RMS. **We have responded to all questions and requirements as well as Technical Requirements in this RFP response.**

12. Installation & Implementation

Provide details of your implementation plan and how you will execute the installation. Include duration of phases from design, implementation, to go-live.

EPR is committed to optimizing Olathe’s Fire Department’s records management needs and delivering optimal training and support to ensure seamless onboarding. With extensive experience in the fire industry, we have learned first hand what is required to obtain great results for our customers. 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 RMS needs to ensure a successful implementation. During this call, we will establish expectations, identify aspects of the City’s implementation that may require special considerations, address any questions about the training process and schedule important dates.

To ensure that the EPR’s software setup and configurations meet the needs of the City, your meeting attendees should include:

- Your key management staff that will be involved in setup decisions.
- EPR representatives will include your dedicated sales executive, VP of Implementation, Chief training Officer, Data Migration Specialist and Director of Business Development.

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 to help us better serve you moving forward.
- Identify who will be the EPR RMS Administrator for the City.

- 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.

Software installation procedures—No installation is required as FireWorks is a web-based SaaS. The agency can create a desktop shortcut to the login web page on agency devices.

Deployment/Conversion implementation detailed plan—Data is received from the customer and then converted and uploaded into the Firework database. We work closely with the customer to ensure the data is accurate.

Post deployment activities—Post deployment of the RMS. EPR and City stakeholders will have regular scheduled meetings to ensure all needs of the City are met.

Proposed scope, approach, schedule and team—Every implementation is unique and EPR customizes the scope and approach during the kickoff call.

Implementation phase entry and exit criteria—Every implementation is unique and EPR customize the scope and approach during the kickoff call.

Implementation readiness approach (go/no-go criteria and checklist)—EPR and the City will establish the go/no-go criteria and checklist during the kickoff call and early implementation phase.

13. Service /Maintenance: provide details of your service/maintenance plan.

EPR provides ongoing maintenance without platform disruption. Upgrades are performed without any product downtime.

14. Exceptions & Addenda

- a. Any exceptions to the RFP must be clearly indicated in your proposal. Failure to do so will result in the assumption of compliance in specifications and requirements as stated.

EPR has no exceptions.

- b. Indications of the receipt of all addenda must be included with your proposal. EPR has received all required documents for this proposal.

15. Fee Proposal: Complete the Fee Schedule Form (Excel document).

Fee proposal is included under separate cover from this document.

16. Additional Items

- What other experiences has your firm/facility had with similar services for Fire, Police or Public Safety agencies?

EPR has extensive experience, all EPR customers are county, municipal or local government public safety agencies.

Technical Requirements

1. Infrastructure

- a. Provide a technical overview of the proposed solution and any other systems included in your proposal. Define the delivery method. Include whether the delivery method is real-time, batch, or where flexibility exists in the way it is used.

Our AWS implementation is multi-tenant, with .net tools for interfaces, while development environments vary by project, from Angular10, Microsoft Visual Studio to Microsoft SQL Management Studio.

Developers use the Github system as configuration management and source control infrastructure platform.

Access to Github is done with credentials and in accordance to relevant projects.

Upon closure of the release, it is packed and stored in a secured server. Then passed to QA to be tested in a dedicated test environment.

Upon successful completion of tests, the release is officially launched.

Source code on Github is backed-up on a regular basis.

End-to-end development lifecycle is backed up and secured by Github as the main working tool. During implementation and validation various techniques being used:

- Manual code review, done by the Senior developer in each field: Server. Android. iOS.

DevOps (Scripts)

- Ensuring Successful pass of builds, including automatic tests on sets of images (comparing the results to expected results).
- Verification (QA) team:
 - o Run progression and regression tests, according to requirements and implementation.
 - o Run load and performance tests.
 - o Check Client/Server secured connectivity tests (user and password authentication, Certificate based authentication and authorization).

EPR's platform/software does not include any equipment or hardware. EPR's platform is device agnostic and only requires an internet connection.

- f. Describe options for connection to the proposed solution. Discuss the capabilities and requirements in this area, including typical bandwidth (peak and average) based on a representative company of comparable size.

EPR is a web-based platform.

- g. Describe whether your solution is hosted by you or on the City premises, and discuss responsibility for updates, backups, etc.

EPR hosts all data in Amazon Web Service at the enterprise level. Utilizing the always-on multi-site active-active feature. This allows for continuous backup and automatic replication across zones.

- h. If the system is self-hosted (servers on the City premise) please provide a proposed or possible server/application architecture that defines the servers and estimated sizing for the servers based on what is currently known about the City's intended use of the product. The architecture should include server versions, required modules and module versions, and database versions.

EPR is a cloud-based SaaS.

- i. Please provide an example Service Level Agreement (SLA) in the submission. Is there an ability to modify the submitted/proposed SLA?

EPR's SLA is added at end of this document for review and open to modification.

- j. Please provide a product development roadmap that illustrates the pipeline of features and enhancements that are scheduled in the next several releases.

If EPR is awarded the contract, we will share our current roadmap.

- k. Please explain the product development lifecycle and how frequently updates are released. Also, please define how long this current development lifecycle has been in place.

EPR's solution is constantly evolving to lead the market in RMS innovation. This has been in place since 2016.

- l. If there is an existing ecosystem of 3rd party integrations, please provide a list of all 3rd party integrations and the list of ecosystem partners.

The 3rd parties embedded solutions include:

- AWS platform and tools, providing cloud infrastructure;
- Google maps, providing data geo-coding;
- Waze, provide turn-by-turn navigation;
- ClearImage Driver License Reader, providing Driver License bar code data;
- TrafficLand, providing traffic light camera pictures;
- Elavon, providing on-line credit card clearing.

Additionally, external interfaces are supported, to stream line the work flow, including:

- CAD data integration, with multiple CAD providers;
- Scheduling systems, importing rosters and crews positions, with multiple providers.
- State and national NEMSIS 3.4.0 EMS data validation;

- EMS billing providers;
- Integration to medical devices, importing vital signs, events EKG graphs and pictures. We supports integrations with Stryker physio, ZOLL, Phillips, including importing live data, while the device is connected to the patient.
- Data points export to ARCGIS
- HandTevy Pediatric Emergency Standards
- Esri
- Cityworks
- Pulsera
- IDT Electronic Plan Review
- Brycer
- LIV
- And many more

2. General Training

- Describe how you would train City staff on the use of your proposed solution and services; include associated costs, if any. Estimate the training resources required (both yours and the City's) to successfully train personnel for the implementation.

We offer a “train the trainer” model or an end-user training model. Two sample schedules are provided below.

On-Site “Train the Trainer” Schedule

Customer to supply 1 training location, including PCs or laptops, with hi-speed internet connectivity.

Training will take place over multiple consecutive days with day one repeating, allowing for accommodation of shifts.

08:00 – 09:30

- Introduction to **FireWorks**. System layout and user login.
- KB, Profile, and Document Library.
- NFIRS reporting – **detailed** tutorial of NFIRS

Break

09:45 – 11:15

- ALS ePCR-**detailed** coverage of ePCR module

Lunch Break 11:15-12:30

12:30 – 14:00

- Properties
- Preplans
- Inspections (Covered once)
- Investigations (Covered once)

Break

14:15 – 15:30

- Inventory/maintenance Overview
- LMS Activities Training

Break

15:45 – 17:00

- BI
- Dashboards 17:00

- 17:30

- Q & A

On-Site End User Training Schedule

Customer to supply 1 training location, including PCs or laptops, with hi-speed internet connectivity.

Training will take place over multiple consecutive days with day one repeating, allowing for accommodation of shifts.

Session #1

08:00 – 09:20

- Introduction to ***FireWorks***. System layout and user login.
- KB, Profile, Document Library and Dashboards.
- NFIRS reporting – detailed tutorial of NFIRS

Break

09:30 – 10:50

- Properties/Preplans
- Hydrants
- BI-Brief overview

Break

11:00 – 12:30

- Inventory/maintenance Overview
- LMS Training

Lunch Break 12:30-13:00

Session #2

13:00 – 14:20

- Introduction to ***FireWorks***. System layout and user login.
- KB, Profile, Document Library and Dashboards.
- NFIRS reporting – detailed tutorial of NFIRS

Break

14:30 – 15:50

- Properties/Preplans
- Hydrants
- BI-Brief overview

Break

16:00 – 17:30

- Inventory/maintenance Overview
- LMS Training

Inspectors/Investigators Session 17:30 -

19:00

- Inspections (Covered once)
- Investigations (Covered once)

b. Describe your approach to system administrator training.

System administrators would receive group training on all modules. This will include setting up each module, customization features of each module, end user training on each module, as well as answers to agency specific questions on administration.

c. Provide your support model for how you would handle ongoing training for City employees.

EPR supports the end user well after the final implementation. We provide user groups, knowledge base with module based video and print training at the end users finger tips.

d. Estimate of how many hours it takes to train a typical user by job function

Section	Hours
Initial Admin	1
System Admin	2.5
Dashboard	0.5
Hydrants	0.75
Pre-plans	1
Inspections	1
NFIRS Incidents	1
Investigations	0.5
Bi/Map View	0.75
BLS	1
ALS	2
ALS Admin	2
Inventory/Maintenance	2
Training/LMS	2
Billing	1

e. Training environment that can be accessed from a production workstation so that activity performed does not affect live accounts

EPR can provide a duplicate platform for agency training and testing at an additional cost. See cost proposal for pricing.

3. Ongoing Support

- a. Describe your method of providing telephone support, online and chat support. Include location, organizational structure and level of capabilities of support staff. If you have more than one location, detail the area, hours, and level of support for each location. Indicate whether support is provided by a dedicated representative, or a “help desk”. Include documentation of the typical hold time for an initial support call, as well as how many of your support calls are typically resolved during the initial call. Include response times for the following severity levels:
1. Level 1: Production down
 2. Level 2: System is up but performance is degraded. A workaround may or may not be available
 3. Level 3: System is up. Only one area/module/program is affected; workaround is available
 4. Level 4: System is up and all major functions are working as designed. Relates to an inquiry, enhanced capability, future enhancement, etc.

Problem Severity Level	Description
Severity Level 1	Mission critical City business process(s) unable to function - The System is not functioning and there is no workaround that is acceptable to the City, thereby preventing a department or workgroup from performing a mission critical business function(s).
Severity Level 2	Significant impact to Mission critical City business process(s) – A major problem impedes the ability to perform mission critical business function(s) due to major functionality not working. A temporary work-around that is acceptable to the City is available.
Severity Level 3	Not able to accomplish all functions - Minor function(s) not working causing non-critical work to back up.
Severity Level 4	Inconvenience – The System is causing a minor disruption in the way tasks are performed, but does not stop workflow. Able to accomplish all functions, but not as efficiently as normal. May include cosmetic issues - especially in constituent facing applications.

Table 4: Service Level Standards Measure	Metric	Standard
Availability	System is available for use	99.95%
Performance	System response time	400 percent of response time during User Acceptance Testing
Problem Management	Severity Level 1 Problem Resolved	100% resolved within 1 business day
Severity Level 2 Problem Resolved		100% resolved within 2 business days
Severity Level 3 Problem Resolved		80% resolved within 5 business days. 100% resolved within 15 business days.
Severity Level 4 Problem Resolved		80% resolved within 30 business days. 100% resolved within 60 business days.
Vendor Help Desk	Help Desk call wait time, during hours of support	At least 90% of Help Desk calls are answered in 2 minutes or less (a call pick-up system may be used). At least 90% of Help Desk emails are answered in 15 minutes or less.
Help Desk call busy signal		Less than 5% of calls, get a busy signal
Support calls for Severity Level 1 and Level 2		Support call Severity Level 1 and Level 2 callback time less than 30 minutes

- b. List hours of availability or support for all products and services included in the proposed solution.

Email and telephone support is available 16 hours a day from 2AM – 6PM EST. Email support is available 24/7.

- c. The City requires e-mail, web-enabled access or other on-line support. Provide documentation of the typical turnaround time for e-mail or other on-line support. Detail hours, area, and level of support. Indicate whether support is provided by a dedicated representative, or a “help desk”. Include response times for the following severity levels: All responses provided above.

1. Level 1: Production down
2. Level 2: System is up but performance is degraded. A workaround may or may not be available
3. Level 3: System is up. Only one area/module/program is affected; workaround is available
4. Level 4: System is up and all major functions are working as designed. Relates to an inquiry, enhanced capability, future enhancement, etc.

- d. Describe support information accessible on your website, e.g., FAQ’s, manuals, white papers and the capability for real-time interactive support. The FireWorks platform has a link to a growing Knowledge Base that includes videos and documentation support. EPR Systems is continuously adding more instructional and support information.

- e. Provide detail of the City’s cost for support. Customer support cost is part of the annual fee.

- f. Description and cost of on-site support. If on-site support is required for an EPR-related software issue, there is no associated cost to the City. If the issue involves a City IT problem, fees will be estimated and charged based on current travel and daily tech support cost.

- g. Describe your escalation procedure for resolution of problems.

If tier 1 support is unable to resolve the reported issue, the case will be escalated to development. This will add senior-level support and development personnel to the issue.

- h. Describe your regular follow up procedures for problem resolution.

All support tickets are closely monitored by management staff for timely resolution, documentation and customer follow-up.

- i. Procedure for tracking of incidents and their resolutions.

All support requests generate a ticket that is embedded into EPR’s CRM. Based on the selected tier level, notifications are automatically sent to the appropriate personnel.

- j. Is the ability of the City to have password reset capability available?

All admins can reset passwords. End users can request a reset via text message.

- k. Is there a user’s group made of your clients to share information?

Yes, EPR has user groups and a company blog. We are continually seeking ways to improve how our customers are connected and how they share best practices as we believe it makes our software better and our understanding of customer needs more responsive.

4. Operational Issues

- a. Describe your system’s capability for importing and exporting data.

EPR offers a variety of flexible options for exporting data. For example, regular imports of hydrant data or exporting of analytics and KPI’s are a common capability and easily set up on the platform.

- b. Can your system accurately provide a full conversion of data from the existing RMS system to the proposed software solution, including media object attachments? Describe and include any separate fees for this function in your cost proposal.

Yes, EPR’s data migration team is expert at data conversions, especially with agencies transitioning from Firehouse.

- c. Is your system Internet/intranet ready with web browser access?

A FireWorks login link can be added to the City's intranet for quick access to the platform. Our entire platform is web-based and only requires a web browser and internet access to use.

- d. Can your system download information from the proposed solution to common PC-based packages such as Microsoft Office suite?

Yes, our most common downloadable file types are Excel, PDF and CSV.

- e. Attach a list of standard reports available from the proposed solution. Provide a few examples of available sample reports.

EPR has hundreds of standard reports. EPR has built-in ISO and NFPA reports including: Staff Activities, Automatic Aid, 90th percentile response times, 1710 compliance, CFAI and many more.

- f. Describe ad hoc reporting and query tools available with the proposed solution. Detail costs associated with development of custom periodic reports or spreadsheets.

EPR has a built-in ad hoc and query tool in the system at no additional cost. EPR's support team will build custom reports at no additional fee.

- g. Describe forms printing capabilities within your proposed solution. All

data is printer-friendly and typically in PDF or Excel formats.

- h. Describe document scanning and attachment capability, including OCR, redaction, etc.

EPR supports document scanning using hardware such as desktop scanners or IOS devices.

Once the document is in the system, redaction is available.

- i. Describe the length of time historical information (including but not limited to: defendant demographic/contact info, payment history, case history, etc.) is retained in your proposed solution.

EPR retains all collected data in the system for the life of the contract unless the customer has specific requirements.

- j. Describe the user security options of your proposed solution. Is role-based security available? Capabilities needed include view-only, view/modify, and full access. In addition, access to sets of information within the system will be required to be segregated by user/role.

EPR's system access is customizable and dynamic per module and user role.

- k. Describe the capabilities of the City's system administrator with your system.

System administrators have the ability to perform all configurations including user-defined custom fields.

5. Security

- a. Describe the type of security the proposed solution requires for the user login and password. This could include internal authentication or external authentication via LDAP, ActiveDirectory, AzureAD, or other.

EPR supports dual authentication as well as optional multi-factor via text messaging.

- b. Describe the security surrounding the access profiles in the proposed solution.

EPR meets and exceeds the international standard for data security ISO 27001 and ISO 27799.

- c. Describe the levels of security in the system at user, location, device and application levels. All data is encrypted at rest and transit.

- d. Describe how the security of the product is either integrated with or segmented from the Operating System Security.

As EPR is a cloud-based and fully encrypted solution, therefore segmented from the device's operating system.

- e. Describe the overall process required to add/delete/modify accounts and passwords.

Administrators have access to add/delete/modify all accounts and passwords.

- f. Describe the process and systems employed by your company to safeguard data accessed or submitted by the City which reside on your network (i.e. internal data security, disaster recovery provision, and the encryption of data transfer and password authentication and encryption).

Data security is a top priority at EPR Systems. EPR stores data in a closed and secure environment, going beyond the international standards of encryption by using additional protection methods such as traffic encryption and limiting access only to essential and authorized users. Moreover, EPR uses advanced tools to monitor traffic and immediately responds to incidents by restricting access.

All traffic within our SaaS cluster is encrypted with a TLS connection. Additionally, we use advanced firewalls/NLB and apply strict rules and network policies to ensure maximum security and privacy for each user. The system is scanned for malicious activity, and with the help of a Security Information and Event Management (SIEM), in case of an emergency our response will be immediate and strict to minimize damage. Our systems are consistently backed up, with an immediate restore plan available. The infrastructure is built on AWS, having all privacy policies and precautions implemented.

Our web portal is constantly monitored for any type of malicious activity, with frequent tests that offer insights regarding additional defense procedures. This allows us to prevent malicious actors from exploiting vulnerabilities for cyber attacks such as SQL injections and brute force. Every connection to the web portal UI has a TLS connection, which prevents data exposure from network sniffers.

SSL keeps the connection between two systems secure and prevents attackers on the network from reading traffic by encrypting it using a scrambling algorithm that can only be decrypted with the provided key.

TLS is the successor of SSL, providing more security and reliability. The encryption process and connection establishment with TLS-enabled servers is more secure.

Sign-up and login credentials are stored in an internal and unexposed database. All the stored credentials from the stage are encrypted. On a login attempt, the password provided by the user is compared to the encrypted one that is stored in the database.

The portal API internally communicates with the database which is isolated from the outer network. The portal compares the credentials provided by the user with the encrypted credentials in the database.

- g. What is the necessary bandwidth in order for the proposed solution to operate efficiently? EPR recommends a minimum of 5 Mbps.
- h. Describe your compliance with Kansas Criminal Justice Information Systems (KCJIS) requirements. If no experience with Kansas, please describe any compliance experience.

EPR meets and exceeds the international standard for data security ISO 27001 and ISO 27799.

6. Additional Technical Requirements

- a. SLA of 99.95 uptime. Describe remediation if SLA is not met.

EPR's solution guarantees 99.95% uptime. If that is not met, it is considered a breach of the SLA.

- b. For top finalists, the City requests access to a demo environment/install of the proposed solution for a period of 14 days to conduct an evaluation.

EPR will provide a demo environment for the City for fourteen (14) days upon request.

- c. Project Plan shall include tasks, milestones, specific resources responsible, deliverables, and overall

timeline for completion, including durations for each task

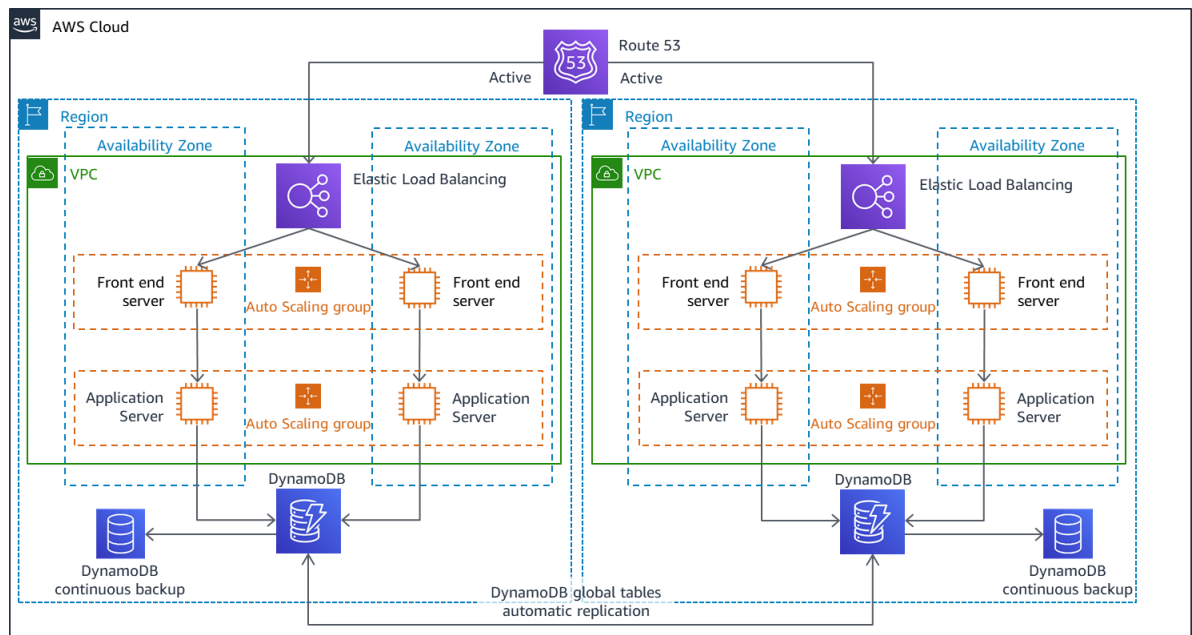
Please see implementation plan in Section 12. Installation & Implementation.

- d. Specify responsibilities of both the vendor and the City for the implementation, including an estimate of which City employees are needed, how many hours and the role each resource will play in the project (Fire Staff, Project Manager, IT Staff, and vendor resources)

EPR is responsible for all aspects of the implementation. We recommend a stakeholder from each of the above listed departments be on the Kickoff call, this will determine the required staff and time needed. Generally, there is not a big time on task for City staff during the implementation phase. It is recommended that all stakeholders attend the admin and system training. This is an eight-hour commitment over two sessions.

7. Additional Expectations

- a. In addition to being user friendly with a maximum amount of information contained on the initial screen, it is critical that the system maintain a constant function rate. Proposed system must have integral redundancy built in for system failure and provide maximum uptime as all case information will be contained within the RMS.



EPR hosts all data in Amazon Web Service at the enterprise level utilizing the always on multi-site active-active feature. This allows for continues backup and automatic replication across zones.

- b. Streamline processing processes and workflow. EPR Systems FireWorks has this capability.
- c. Electronic signature capture – capture signatures for storage on documents; also capture and store staff signatures for documents in office and online. EPR Systems FireWorks has this capability.
- d. Ability to access software platform from any computer, tablet, mobile device or via the internet. EPR Systems FireWorks has this capability.

8. Service Hour Details

REGULAR HOURS - work performed between 8:00 AM to 5:00 PM, Monday through Friday, excluding City Holidays

AFTER HOURS SERVICE - work performed after 5:00 PM and before 8:00 AM the next morning during the week

WEEKENDS & HOLIDAYS - work performed during Saturday, Sunday or during any City holiday. See above notation of support hours.

MASTER SUBSCRIPTION AND LICENSE AGREEMENT

THIS AGREEMENT is hereby made and entered into this _____ day of _____, 2022, by and between Plant City of Olathe Fire Department (hereinafter referred to as OFD or Customer) and EPR Systems USA, Inc., a Florida corporation, (hereinafter referred to as "EPR" or "Vendor").

WHEREAS, EPR is engaged in the business of designing and developing computer software systems and related products and has created and developed a software package called EPR FireWorks that is capable of supplying emergency agencies with an innovative, comprehensive, and integrated records management solution (described in the attached Exhibit "B" the "Software"); and

WHEREAS, OFD is engaged in providing Fire and emergency rescue services and desires to utilize such Software to support management of its agency; and

WHEREAS, EPR and OFD believe it is in their mutual interest and desire to enter into an agreement whereby OFD would use EPR's Software pursuant to the terms and conditions hereinafter provided.

The above recitals are hereby incorporated and made a part of this Agreement as if fully recited hereby.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby mutually acknowledged, the parties hereto hereby agree as follows:

Section 1 - Purchase

OFD shall subscribe to, and EPR shall provide the subscription items described by Attachment A, attached hereto, and made a part hereof.

Section 2 – Terms

This Agreement shall be subject to the terms and conditions contained herein and as provided by Attachment A and Exhibit B, attached hereto and made a part hereof. The total cost to OFD for the initial term of this Agreement is \$ for subscription services plus additional one-time costs for data conversion and training as outlined in Attachment A.

2.1 Uplift on Renewal. Fees for Software, which recur annually, shall increase by 3%

Section 3 – Definitions

3.1 In this Agreement, unless the context otherwise requires:

- a) "Acceptance" means the acceptance of the Deliverables in accordance with Section entitled Inspection of the Deliverables of this Agreement.
- b) "Confidential Information" means those confidential, scientific, technical, financial, business and other information, manufacturing, marketing, sales and distribution data, scientific and test data, documents, methods, techniques, formulations, operations, know-how, experience, skills, trade secrets, computer programs and systems, processes, practices, ideas, inventions, designs, samples, plans and drawings recognized as exempt or immune from disclosure pursuant to applicable federal or Louisiana law;
- c) "Contract Price" means the amounts referred to or expressed in this Agreement, and specifically in the payment schedule attached as Attachment "A" to this Agreement, to be payable by OFD to EPR for the Deliverables.
- d) "EPR FireWorks" means the computer software, converted data, system interfaces, databases and documentation that are to be supplied by EPR and implemented by OFD, including the Deliverables to be provided by EPR to OFD all as contemplated hereunder, as the same may be upgraded, enhanced, or otherwise modified or adapted from time to time.
- e) "Deliverables" means the whole of the services including, without limitation, system set-up, data conversion, training, maintenance, and software programs required to be done, furnished or performed by EPR in accordance with the terms of this Agreement.
- f) "SaaS" means software-as-a-service that EPR hosts (directly or indirectly) for Customer's use on a periodic subscription basis.
- g) "Improvements" means any improvements, updates, variations, modifications, alterations, additions, error corrections, enhancements, functional changes or other changes to the licensed computer programs and documentation, including, without limitation:
 - (i) improvements and upgrades to improve software efficiency and maintainability.
 - (ii) improvements and upgrades to improve operational integrity and efficiency. (iii) functional improvements or changes which support legislated, regulatory or other lawful requirements.
 - (iv) changes or modifications to correct errors; and

- (v) additional licensed computer programs to otherwise update the licensed computer programs.
- h) “Live Production” means use of EPR FireWorks system in the regular business operation of OFD, which shall be twenty-four (24) hours per day, seven (7) days per week.
- i) “Maintenance Access Period”, unless otherwise specified in the Agreement, means an uninterrupted time period of hours each day beginning Sunday from 2:00 AM – 2 PM, and weekdays Monday to Friday, between 8:00 a.m. and 5:00 p.m. EST, during which EPR shall have personnel available to receive/respond to email and/or telephone support for maintenance services including remote connect in accordance with this Agreement;
- j) “Response Time” means the period of time beginning with a *bona fide* attempt to reach EPR by telephone, or other oral means, or email written means has been made by OFD during a Maintenance Access Period, and ending with the response of EPR;
- k) “Time to Repair” means that portion of the time that EPR FireWorks system cannot be used because of error, defect, deficiency, failure, problem or non-conformance to functional specifications, starting from the response of EPR and ending with the turnover of the Deliverables to OFD in proper working order.

“Unapproved Modifications” means modifications to the licensed computer programs not approved by EPR but made by OFD or on its behalf by someone other than EPR.

Section 4 – Representations

- 4.1 EPR represents and warrants, and it is a condition of this Agreement, that:
- (a) EPR is a corporation duly organized and existing in good standing under the laws of Florida and registered to carry on business as may be contemplated hereunder.
 - (b) EPR has the ability and authority to enter into this Agreement, and the execution and performance of this Agreement or any part of this Agreement by EPR has been duly authorized by all requisite corporate action.
 - (c) The execution and performance of this Agreement or any part of this Agreement by EPR does not and will not violate any contract or other obligation of EPR, and EPR knows of no circumstances which would prevent EPR's performance of this Agreement or any part thereof.
 - (d) EPR is competent to perform its obligations hereunder, and has sufficient

manpower, resources, skills, experience, and all such other materials as may be required to meet its obligations on or before the required date(s).

- (e) EPR has the necessary qualifications (including knowledge, experience, and skill) to provide the Deliverables, and will provide the Deliverable in a diligent, professional and timely manner; and
- (f) The representations and warranties made by EPR herein, including the recitals and all schedules hereto (in particular, in EPR's Proposal), are reasonable and correct, and may be relied upon by OFD and shall continue to be reasonable and correct, and may be relied upon by OFD throughout the performance of this Agreement.

Section 5 – Grant of Subscription

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

Section 7- Data

7.1 Ownership of Data. As between EPR and Customer, all Customer Data shall be owned by Customer.

Section 6 – Term

6.1 6.1 This Agreement shall have a term of (1) year, commencing on _____ and renews annually unless a cancellation notice is received 60 days in advance.

Section 7 – Trademarks and Proprietary Notices

7.1 EPR expressly reserves all rights to its own tradenames, logos, trademarks, other identifying symbols and all of its proprietary rights in its product packaging or labeling of any licensed computer programs. OFD shall not acquire any right, title or interest in or to any such tradename, logo, trade-mark, or other identifying symbols of EPR.

7.2 Notwithstanding anything to the contrary provided for herein, OFD shall retain exclusive ownership of all OFD generated and/or supplied data. In no event shall such OFD related data or information be used by EPR without the prior written consent of the OFD.

Section 8 – Payment

8.1 OFD shall pay EPR in accordance with the Payment Schedule described in Attachment "A" to this Agreement within thirty (30) days of OFD receipt of invoice. All fees

are inclusive of all freight, shipping and applicable taxes.

8.2 OFD shall notify EPR, within Fifteen (15) days of receipt of an invoice, of any inadequacy of the invoice or of the supporting documentation, and where any such notice is given within that period, the date for payment of the amount invoiced shall be postponed until EPR remedies the inadequacy to the satisfaction of OFD, at no additional cost to OFD. Payment will be made by OFD within thirty (30) days of receipt of invoice issued by EPR.

Section 9 – Confidentiality

9.1 EPR shall be bound by an obligation of strict confidence to OFD in respect of any confidential information disclosed by or on behalf of OFD to EPR or developed by EPR for OFD. EPR shall not:

- (a) Disclose, either directly or indirectly, any such confidential information, or any part thereof, to any person except as is specifically contemplated in this Agreement; and
- (b) Use any such confidential information, or any part thereof, for any purpose, except as is specifically contemplated within this Agreement, without the prior written consent of OFD and on terms and conditions satisfactory to OFD in its sole discretion.
- (c) Notwithstanding anything to the contrary herein, 's good faith compliance with the provisions of The State of Kansas Freedom of Information Act shall not be construed as and shall not constitute a breach of this Agreement.

Section 10 - Law/Venue

10.1 This Agreement is subject to and governed by the laws of the State of Kansas. EPR hereby consents to the jurisdiction of the State of Kansas for the enforcement of any rights, the resolution of any disputes and/or for the purposes of any lawsuit brought pursuant to this Agreement or the subject matter hereof; and EPR agrees that service by first class U.S. mail to EPR Systems USA, Inc., 1016 Lasalle Street, Jacksonville, FL 32207 shall constitute effective service.

Section 11 – Notice

11.1 Unless otherwise specified herein or otherwise agreed to by the parties in writing, any notice required to be given hereunder must be given in writing and delivered by postage-paid mail, personally, by prepaid courier with a copy delivered by electronic means, addressed to the appropriate party as follows:

CUSTOMER address:
City of Olathe Fire Department
1225 S Hamilton Cir
Olathe, KS 66061

VENDOR address:
EPR Systems USA Inc.
1016 Lasalle Street
Jacksonville, FL 32207

11.2 All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first-class mail or personally delivered at the address set forth above. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail with a copy by e-mail, five days after proper deposit in a mailbox.

12. No Modification

There shall be no modification of this Agreement, except in writing and executed with the same formalities as the original.

13. **Interest.** EPR hereby waives any and all claims or rights to interest on money claimed to be due pursuant to this Agreement and waives any and all such rights to interest to which it may otherwise be entitled pursuant to law, including, but not limited to, pursuant to the Local Government Prompt Payment Act, as amended. The provisions of this paragraph shall survive any expiration, completion and/or termination of this Agreement.

14. **Severability.** The terms of this Agreement shall be severable. In the event any of the terms or the provisions of this Agreement are deemed to be void or otherwise unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect.

15. **Compliance with Law.** Notwithstanding any other provision of this Agreement, it is expressly agreed and understood that in connection with the performance of this Agreement, EPR shall comply with all applicable federal, state, and other requirements of law, including, but not limited to, any applicable requirements regarding prevailing wages, minimum wage, workplace safety and legal status of employees. Without limiting the foregoing, EPR hereby certifies, represents, and warrants to the SGF that all of EPR's employees and/or agents who will be providing products and/or services with respect to this Agreement shall be legally authorized to work in the United States. EPR shall also, at its expense, secure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work, and/or the products and/or services to be provided for in this Agreement. OFD shall have the right to audit any records in the possession or control of EPR to determine EPR's compliance with the provisions of this section. In the event OFD proceeds with such an audit, EPR shall make available to OFD EPR's relevant records at no cost to OFD. OFD shall pay any and all costs associated with any such audit.

16. **Execution.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same Agreement. For the purposes of executing this Agreement, any signed copy of this Agreement transmitted by fax machine or e-mail shall be treated in all manners and respects as an original document. The signature of any party on a copy of this Agreement transmitted by fax machine or e-mail shall be considered for these purposes as an original signature and shall have the same legal effect as an original signature. Any such faxed or e-mailed copy of this Agreement shall be considered to have the same binding legal effect as an original document. At the request of either party any fax or e-mail copy of this Agreement shall be re-executed by the parties in an original form. No party to this Agreement shall raise the use of fax machine or e-mail as a defense to this Agreement and shall forever waive such defense.

17. **Conflict.** In the event of any conflict between the terms and provisions of this purchase Agreement and Attachments A and Exhibit B hereto, the terms and provisions of this purchase Agreement shall supersede and control.
18. **Limitation of Damages.** In no event shall OFD be liable for any monetary damages in excess of the purchase price contemplated by this Agreement. In no event shall OFD be liable for any consequential, special or punitive damages, or any damages resulting from loss of profit.
19. **Transfer of Title/Risk.** Transfer of title, and risk of loss shall pass to O F D upon delivery of any goods. All transportation and delivery shall be at EPR's sole expense.
20. **Indemnification.** To the fullest extent permitted by law, EPR agrees to and shall indemnify,
defend and hold harmless OFD, its officers, employees, boards and commissions from and against any and all claims, suits, judgments, costs, attorney's fees, damages or any and all other relief or liability arising out of or resulting from or through or alleged to arise out of any acts or negligent acts or omissions of EPR or EPR's officers, employees, agents or subcontractors in the performance of this Agreement, including but not limited to, all goods delivered or services or work performed hereunder. In the event of any action against OFD, its officers, employees, agents, boards or commissions covered by the foregoing duty to indemnify, defend and hold harmless, such action shall be defended by legal counsel of OFD's choosing.
21. **Relationship Between the Parties.** This Agreement shall not be construed so as to create a joint venture, partnership, employment or other agency relationship between the parties hereto.
22. **Waiver.** Neither party hereto shall be responsible for any consequential, indirect, punitive or incidental damages for any reason whatsoever. Any delay or failure to enforce any rights by either party arising out of or pursuant to this Agreement shall not constitute, and shall not be construed as, a waiver of any such rights.
23. **Limitation of Actions.** EPR shall not be entitled to, and hereby waives, any and all rights that it might have to file suit or bring any cause of action or claim for damages against OFD and/or its affiliates, officers, employees, agents, attorneys, boards and commissions of any nature whatsoever and in whatsoever forum after two (2) years from the date of this Agreement.
24. **No Other Agreements.** This Agreement is the only agreement between the parties hereto regarding the subject matter hereof. There are no other agreements, either oral, written or implied, between the parties hereto regarding the subject matter hereof. This Agreement may only be altered or modified by written instrument signed by both parties.
25. **Appropriation of Funds.** The obligations of the OFD under any contract for any fiscal year are subject to and contingent upon the appropriation of funds sufficient to discharge the obligations which accrue in that fiscal year and authorization to spend such funds for the purposes of the contract.

If, for any fiscal year the term of the Contract, sufficient funds for the discharge of the OFD's obligations under this Agreement are not appropriated and authorized, then this Agreement shall terminate as of the last day of the preceding fiscal year, or when such appropriated and authorized funds are exhausted, whichever is later, without liability to OFD for damages, penalties, or other charges on account of such termination.

The person signing this Agreement certifies that s/he has been authorized by OFD to commit OFD contractually and has been authorized to execute this Agreement on its behalf.

The person signing this Agreement on behalf of EPR certifies that s/he has been authorized by EPR to commit EPR contractually and has been authorized to execute this Agreement on its behalf.

26. **HIPPA Compliance**. The Business Associate Agreement between EPR and OFD, attached hereto as Exhibit B, is made part of this Agreement.

27. **System Backup**. The parties agree and acknowledge that all EPR FireWorks system data shall be housed in the secure Amazon Web Services cloud environment, with security, back up and disaster recovery built in.

28. **Local Data Backup**. EPR shall provide OFD with an MS SQL database for local backup purposes on a schedule to be agreed upon, but not more than once a week at no cost.

29. **Data Conversion**. OFD agrees to provide EPR with a copy of OFD's database for data conversion purposes, and EPR agrees to destroy such data upon completion of the conversion.



ATTACHMENT
A" PAYMENT
SCHEDULE



EPR Systems
1016 LaSalle St., Jacksonville,
FL, US, 32207

QUOTE

4265704000026375010

Valid Till Mar 31, 2023

Sales Executive Jaime Metcalf

Amount \$ 69,379.00

Bill To
Olathe Fire Department
100 E Santa Fe St, Olathe,
Kansas, ,
66061

Item & Description	Payment Type	List Price	Qty	Amount
Fire RMS Bundle Fire RMS Bundle Includes- NFIRS, Inspections/Pre- Plans/Properties, Hydrants, Investigations.	Recurring	\$ 14,777.00	1	\$ 14,777.00
CommunityWorks	Recurring	\$ 14,800.00	1	\$ 14,800.00
ePCR - ALS NEMESIS 3.4 Compliant Epcr	Recurring	\$ 9,872.00	1	\$ 9,872.00
Cardiac Monitor Interface - Zoll	Recurring	\$ 907.00	1	\$ 907.00
Inventory/Maintenan ce/Work Order	Recurring	\$ 100.00	10	\$ 1,000.00
LMS Works Robust Learning Management System (LMS) for in-house training of firefighters and EMS to coordinate and facilitate certifications and other skills training	Recurring	\$ 15.00	180	\$ 2,700.00
J&B Fire Bundle Content ALS J&B Content ALS, Fire, HR, Instructor	Recurring	\$ 9,927.00	1	\$ 9,927.00
CAD Interface Interface with CAD- Tritech	Recurring	\$ 2,396.00	1	\$ 2,396.00
Analytics/Reporting Platform	Recurring	\$ 0.00	1	\$ 0.00

Item & Description	Payment Type	List Price	Qty	Amount
Data Migration and Conversion	One time	\$ 7,000.00	1	\$ 7,000.00
On-Site Training 4 Days of On-Site Training	One time	\$ 6,000.00	1	\$ 6,000.00
Interfaces Target Solutions/Vector LMS Workday Microsoft (single sign on/email/calendar) Customer Connect Energov Faster Crewsense/Vector scheduling First Arriving		\$ 0.00	1	\$ 0.00

Recurring Fee Total	\$ 56,379.00
One Time Fee Total	\$ 13,000.00
Sub Total	\$ 69,379.00
Service Tax	\$ 0.00
Paid Amount	\$ 69,379.00

Authority Signature

Grand Total	\$ 69,379.00
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Authorization Signature: _____
Accounts Payable Contact Name: _____
Title: _____
Accounts Payable Email/Number: _____
Date: _____
FDID Number: _____

Terms & Conditions

All One-Time Fee's shall be invoiced on the Effective Date.
During the first year, 100% of the remaining Fees shall be invoiced on the SaaS Subscription Start Date, which is 15 calendar days after the effective date.

Any add on modules will be amended to this contract & invoiced on a prorated basis

EXHIBIT B

CITY OF OLATHE INSURANCE REQUIREMENTS

These requirements apply to the vendor or contractor ("Vendor") entering into an Agreement with the City of Olathe ("City").

A. Insurance. Secure and maintain for the term of the Agreement insurance of such types and in at least such amounts as set forth below from a Kansas authorized insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VII" financial rating or better, unless otherwise agreed to by City:

1. Commercial General Liability: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

Limits: Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: \$1,000,000; General Aggregate: \$2,000,000.

2. Business Auto Insurance: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any automobile policy of insurance. Insurance must apply separately to each insured against whom claim is made or suit is brought, subject to liability limits.

Limits: All Owned Autos; Hired Autos; and Non-Owned Autos: Per occurrence, combined single limit: \$500,000.

Notwithstanding the foregoing, if Vendor does not own any automobiles, then Vendor must maintain Hired and Non-Owned Auto insurance.

3. Worker's Compensation and Employer's Liability: Workers compensation insurance must protect Vendor against all claims under applicable state Worker's Compensation laws at the statutory limits, and employer's liability with the following limits.

Limits: \$500,000 Each Accident/\$500,000 Policy Limit/\$500,000 Each Employee

4. Professional Liability (if applicable): **Unless excused by the Agreement with the City**, Vendor must maintain for the term of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

Limits: Each Claim: \$1,000,000; General Aggregate: \$1,000,000.

5. Cyber Insurance (if applicable): **IF** accessing the City's network or City's data, **THEN** maintain the following coverages throughout for the term of this Agreement and for a period of three (3) years after the termination of this Agreement: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.

Limits: Per claim, each insuring agreement: \$1,000,000; Aggregate: \$1,000,000.

B. Exposure Limits. Above are minimum acceptable coverage limits and do not imply or place a liability limit nor imply that the City has assessed the risk that may be applicable to Vendor. Vendor must assess its own risks and if it deems appropriate and/or prudent maintain higher limits

and/or broader coverage. The Vendor's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Vendor.

C. Costs. Insurance costs must be at Vendor's expense and accounted for in Vendor's bid or proposal. Any deductibles or self-insurance in the above-described coverages will be the responsibility and at the sole risk of the Vendor.

D. Verification of Coverage

1. Must provide certificate of insurance on ISO form or equivalent, listing the City as certificate holder, and additional insured endorsements for requested coverages.
2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.

E. Cancellation. No required coverage may be suspended, voided, or canceled, except after Vendor has provided thirty (30) days' advance written notice to the City.

F. Subcontractor's Insurance: If a part of this Agreement is to be sublet, Vendor must either cover all subcontractors under its insurance policies; **OR** require each subcontractor not so covered to meet the standards stated herein.

HIPAA BUSINESS ASSOCIATE ADDENDUM

Customer and EPR Systems USA 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 EPR'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 EPR'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.

Signatures. The signatures to the Agreement (or the document evidencing the parties' adoption thereof) indicate agreement hereto and shall be deemed **Addendum to the CITY OF OLATHE AGREEMENT.**