FirePrograms Software LICENSE and SERVICE AGREEMENT

THIS AGREEMENT (the "Agreement") effective _____, is made and entered into by and between _____ ("Customer") and the Ewers Technology, LLC, dba <u>FirePrograms Software</u> ("Vendor"), a Florida Limited Liability Corporation.

WHEREAS, Vendor has established and operates a proprietary records management software ("FirePrograms Software"), that allows customers to create, maintain, access, manage and report information related to emergency services.

WHEREAS, Customer desires to utilize FirePrograms software to assist in creating, maintaining, accessing, managing and reporting their emergency services operational information;

NOW, THEREFORE, Customer and Vendor agree as follows:

1. SERVICES PROVIDED BY VENDOR

1.1 <u>RMS Software</u>. Customer and its authorized users (as defined and limited in Section 3.2 of this Agreement) shall be given access to the FirePrograms Software at all times except when unavailable due to upgrades or repairs/maintenance. The vendor shall provide Customer and its authorized users access to proprietary software application for data input, manipulation and standard report generation per Vendor specifications.

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

1.3 <u>Documentation and Training</u>. Vendor shall supply Customer with – electronic documentation containing specifications and instructions. Vendor shall also provide Customer and its authorized users with setup and operational training.

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

1.4 <u>Customer Support</u>. General phone support is available during Vendor regular business hours. Emergency phone after hours support is available for a fee.

2. CUSTOMER OBLIGATIONS

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

2.2 Internet Access. Customer shall be responsible for obtaining and paying for physical connections of the computers to the Internet. Internet connectivity to FirePrograms license servers is necessary for application functionality.

2.3 Upgrades. Customer shall be responsible to purchase and/or install any upgrades to hardware or software necessary to access future versions of the FirePrograms Software System.

3. LICENSE AND RESTRICTIONS ON USE

3.1 Grant of License. Upon receipt of applicable Service Fees and subject to the terms of this Agreement, Vendor grants to Customer a non-exclusive, non-transferable, limited license to access and use FirePrograms Software only in the following manner: (a) by Customer and its authorized users locally or remotely accessing the FirePrograms Software; (b) for bona fide purposes relating to the input, manipulation and reporting fire service records management data created and modified by Customer and its authorized users, and for no other purposes; (c) during the Term.

3.2 Authorized Users.

3.2.1 Vendor shall give administrative rights to the Customer Representative or other Customer designee to establish user passwords for persons and entities Customer authorizes to input and/or access its data ("authorized users"). Customer shall have exclusive control over the designation of authorized users. Customer and its authorized users are responsible for maintaining the confidentiality of all passwords.

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

3.2.3 In no event shall Customer or any authorized user knowingly allow access to FirePrograms Software by any unauthorized user or by any person or entity who/that makes, markets, distributes or has any ownership or other economic interest in any

service or product that would compete with the service(s) and product(s) provided under the terms of this Agreement, except with written prior approval from Vendor.

4. DATA

4.1 <u>Ownership of Data</u>. All data entered by Customer shall be considered the property of Customer and shall be kept confidential by Vendor.

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

4.3 <u>Protected Health Information.</u> It is recognized by the parties that data entered by Customer and its authorized users could include "Protected Health Information" as that term is defined in HIPAA regulations at 45 CFR § 164.501. Vendor agrees to comply with applicable provisions of HIPAA as more fully set forth in the attached Business Associate Agreement.

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

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

5. FEES

5.1 <u>Monthly / Annual Access Fees</u>. Customer agrees to pay the fees set forth in the FirePrograms Software Price Quote. Customer agrees to make full payment based on the terms of the quote, except when the balance is subject to reasonable challenge by Customer made in good faith.

5.2 <u>Other Charges/Costs</u>. Customer is responsible for and shall pay all Internet connectivity and service charges and all other costs associated with obtaining and maintaining the required hardware and software required to access the FirePrograms Software System.

6. Vendor's PROTECTED PROPERTY

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

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

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

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

7.   TERM AND TERMINATION

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

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

7.3   Termination For Cause. Either party may terminate this Agreement upon thirty (30) days written notice if the other party is in default of any material term of this Agreement. A party shall be in default of any material term if it has failed to comply with such term for at least thirty (30) days after receipt of a written description of the failure by the other party.

7.4   Termination of Product. At any time after the Effective Date, Vendor shall have the right to terminate its involvement with or discontinue marketing and/or maintaining the FirePrograms Software System. Under such circumstances, Vendor will use its best efforts to

give Customer not less than one hundred eighty (180) days prior written notice of termination of this Agreement and to either find alternate means of providing the same or similar services to Customer or to provide any source code necessary for Customer to create software or transfer or download data to another software product that can produce similar functionality for Customer. The provisions of such source code for the limited purposes set forth in this paragraph shall not transfer to Customer any ownership interest in the source code and shall not affect Vendor's ownership rights in the source code and the FirePrograms Software System.

7.5 <u>Termination of License</u>. Upon termination of this Agreement for any reason, including non-payment of support and maintenance fees, Customer's license to access and use the FirePrograms Software System and the right or authority of any other users designated or authorized by Customer to access and use FirePrograms Software shall cease immediately. Thereafter, neither Customer nor any user designated or authorized by Customer shall access or use FirePrograms Software for any reason or purpose without the express written authorization of Vendor.

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

8. <u>WARRANTIES</u>

8.1 <u>Limited Warranty</u>. Vendor represents and warrants that:

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

(b) FirePrograms Software will perform in accordance with the specifications provided as part of FirePrograms Software documentation.

8.1.1 This limited warranty shall not apply if Customer has not complied with all the requirements of this Agreement, including the hardware and software requirements set forth in the FirePrograms Software documentation.

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

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

9. DAMAGES, LIABILITY, LEGAL REMEDIES

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

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

9.3   Applicable Law and Jurisdiction. Subject to the limitations of Section 9.4, the parties agree that any claim, action or dispute, whether at law or in equity, between them and arising out of this Agreement or the existence, use, condition, validity, function or operation of FirePrograms Software shall be governed by the laws of Florida and shall be brought only in the Court Marion County, Florida, or in the United States District Court for the North Central District of Florida.

9.4   Optional Arbitration. In the event of a dispute arising in connection with this Agreement, including the breach thereof, if the parties agree in writing, the dispute may be resolved by binding arbitration according to the rules of the American Arbitration Association at an arbitration proceeding conducted in Florida. The award of the arbitrator(s) may thereafter be entered in any court having jurisdiction thereof.

10. ACCESS TO BOOKS AND RECORDS

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

be pursued at Customer's sole cost and expense, provided, however, that Vendor will provide reasonable cooperation with Customer.

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

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

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

11.   **MISCELLANEOUS**

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

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

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

11.4　　Notices.　All notices which either party may be required to give the other party shall be in writing and delivered personally, or sent registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile or telecopier machine (provided no errors are reported in transmission) to the following:

Customer:

Contact:_____

Title:_____

Address:_____

_____

_____

Phone:_____

Fax:_____

FirePrograms Software, Inc.:

Gary P. Ewers

President

6405 SW 38th St. Bldg. 200

Ocala, FL 34474

Phone: (352) 447-5000

Fax:　(352) 447-5083

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

_____

(Name of Customer)

By:_____

_____(Name)

_____(Title)

Dated:_____

FirePrograms Software, Inc.

By:_____

Gary P. Ewers

President_____(Title)

Dated:_____

ATTACHMENT A

MAINTENANCE AND SERVICE LEVEL GUIDELINES

I.   DEFINITIONS

A.   "Regular or Peak Hours": The hours of 8:00 a.m. to 5:00 p.m. (based on Eastern Standard Time or Eastern Daylight Savings Time, whichever is currently applicable)

B.   "Non-Peak Hours": All other hours in a day that are not "Peak Hours."

C.   "Non-Critical System Maintenance": Maintenance that is not necessary to maintain the integrity of data or system stability.

D.   "Critical System Maintenance": Maintenance that is necessary to maintain the integrity of data or system stability.

E.   "Critical Problem": Any problem encountered by Customer that materially and adversely interferes with Customer's use of FirePrograms Software

F.   "Non-Critical Problem": Any problem encountered by Customer involving the use of FirePrograms Software that does not materially or adversely interfere with Customer's use.

II.

ATTACHMENT B
HIPAA BUSINESS ASSOCIATE ADDENDUM

This Addendum, dated as of _____ , 20____ ("Addendum"), supplements and is made a part of the Services Agreement (as defined below) by and between Covered Entity (as defined below) and FirePrograms Software, Inc. ("Business Associate").

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

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

1. **Definitions.**

    a. <u>General</u>. Terms used, but not otherwise defined, in this Addendum shall have the same meaning given to those terms by HIPAA, the HITECH Act and HIPAA Regulations as in effect or as amended from time to time.

    b. <u>Specific</u>.

        i. <u>Covered Entity</u>. "Covered Entity" shall mean all entities, individually and collectively, which have entered into a Services Agreement (as defined below) with Business Associate and are controlled by, or are under common control with the Customer identified in the Services Agreement, directly or indirectly, or in the future control, are controlled by, or are under common control with the Customer identified in the Services Agreement, directly or indirectly. Business Associate shall fulfill each of its responsibilities under this Addendum to each Covered Entity covered by this Addendum.

        ii. <u>Breach</u>. "Breach" shall have the same meaning as the term "breach" in the HITECH Act, Section 13400(1).

        iii. <u>Electronic Health Record</u>. "Electronic Health Record" shall have the same meaning as the term "electronic health record" in the HITECH Act, Section 13400(5).

        iv. <u>Electronic Protected Health Information</u>. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR 160.103, limited to the information that Business Associate creates, receives, maintains, or transmits from or on behalf of Covered Entity.

        v. <u>Individual</u>. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

        vi. <u>Privacy Rule</u>. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

vii.   Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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

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

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

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

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

2.   Obligations and Activities of Business Associate.

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

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

i.   Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information as required by the Security Rule;

ii.   Ensure that any agent, including a subcontractor, to whom Business Associate provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect Electronic Protected Health Information;

iii.   Promptly report to Covered Entity any Security Incident of which Business Associate becomes aware. In addition, Business Associate agrees to promptly notify Covered Entity following the discovery of a Breach of Unsecured Protected Health Information. A Breach is considered "discovered" as of the first day on which the Breach is known, or reasonably should have been known, to Business Associate or any employee, officer or agent of Business Associate, other than the individual committing the Breach. Any notice of a Security Incident or Breach of Unsecured Protected Health Information shall include the identification of each Individual whose Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Security Incident or Breach as well as any other

relevant information regarding the Security Incident or Breach.

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

d.   <u>Mitigation</u>. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate or its employees, officers or agents in violation of the requirements of this Addendum (including, without limitation, any Security Incident or Breach of Unsecured Protected Health Information). Business Associate agrees to reasonably cooperate and coordinate with Covered Entity in the investigation of any violation of the requirements of this Addendum and/or any Security Incident or Breach. Business Associate shall also reasonably cooperate and coordinate with Covered Entity in the preparation of any reports or notices to the Individual, a regulatory body or any third party required to be made under HIPAA, HIPAA Regulations, the HITECH Act, or any other Federal or State laws, rules or regulations, provided that any such reports or notices shall be subject to the prior written approval of Covered Entity.

e.   <u>Agents</u>. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

f.   <u>Access to Designated Record Sets</u>. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under the HIPAA Regulations. If an Individual makes a request for access to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within three (3) business days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

g.   <u>Amendments to Designated Record Sets</u>. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to HIPAA Regulations at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity. If an Individual makes a request for an amendment to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within three business (3) days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

h.   <u>Access to Books and Records</u>. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner designated by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

i.   <u>Accountings</u>. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health

Information in accordance with HIPAA, HIPAA Regulations and the HITECH Act.

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

3.   Permitted Uses and Disclosures by Business Associate.

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

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

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

      d.   Reporting Violations of Law. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § I64.502(j)(l); provided, however, that Business Associate gives Covered Entity at least thirty (30) days prior written notice of its intention to report any such violation of law and the facts or circumstances related thereto.

4.   Permissible Requests by Covered Entity

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

5.   Term and Termination

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

information, in accordance with the termination provisions in this Section.

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

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

ii.   Immediately terminate: (A) this Addendum; (B) all of the provisions of the Serbvices Agreement that involve the use or disclosure of Protected Health Information; and (C) such other provisions, if any, of the Services Agreement as Covered Entity designates in its sole discretion if Business Associate has breached a material term of this Addendum; or

iii.   If termination is not feasible, Covered Entity shall report the violation to the Secretary.

c.   Effect of Termination.

i.   Except as provided in paragraph ii. of this Section 5.c., upon termination of this Addendum, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

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

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

a.   Compliance with HIPAA Standards. When providing its services and/or products, Business Associate shall comply with all applicable HIPAA standards and requirements (including, without limitation, those specified in 45 CFR Part 162) with respect to the transmission of health information in electronic form in connection with any Covered Transactions. Business Associate will make its services and/or products compliant with HIPAA's standards and requirements no less than thirty (30) days prior to the applicable compliance dates under HIPAA. Business Associate represents and warrants that it is aware of all current HIPAA standards and requirements regarding Covered Transactions, and Business Associate shall comply with any modifications to HIPAA standards and requirements which become effective from time to time. Business Associate agrees

that such compliance shall be at its sole cost and expense, which expense shall not be passed on to Covered Entity in any form, including, but not limited to, increased fees.

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

7.   Miscellaneous

a.   Regulatory References. A reference in this Addendum to a section in HIPAA or HIPAA Regulations, or the HITECH Act, means the section as in effect or as amended or modified from time to time, including any corresponding provisions of subsequent superseding laws or regulations.

b.   Amendment. The parties agree to take such action as is necessary to amend the Services Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, HIPAA Regulations and the HITECH Act.

c   Survival. The respective rights and obligations of Business Associate under Section 5,c. of this Addendum shall survive the termination of the Services Agreement.

d.   Interpretation. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with HIPAA and HIPAA Regulations.

e.   Miscellaneous. The terms of this Addendum are hereby incorporated into the Services Agreement. Except as otherwise set forth in Section 7.d. of this Addendum, in the event of a conflict between the terms of this Addendum and the terms of the Services Agreement, the terms of this Addendum shall prevail. The terms of the Agreement which are not modified by this Addendum shall remain in full force and effect in accordance with the terms thereof. Each party to this Addendum hereby agrees and consents that any legal action or proceeding with respect to this Addendum shall only be brought in the courts of the state where the Covered Entity is located in the county where the Covered Entity is located. The Services Agreement together with this Addendum constitutes the entire agreement between the parties with respect to the subject matter contained herein. This Addendum may be executed in counterparts, each of which when taken together shall constitute one original. No amendments or modifications to this Addendum shall be effected unless executed by both parties in writing.

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

COVERED ENTITY   BUSINESS ASSOCIATE

By:_____   By:_____

_____(Name)   Gary P. Ewers_____

_____(Title)   President_____

FirePrograms Software LICENSE and SERVICE AGREEMENT

Dated:_____   Dated:_____

FirePrograms Software
6405 SW 38th St. Bldg 200
Ocala, FL 34474
Phone: (352) 447-5000
Fax: (352) 447-5083
www.fireprograms.com

Accounts Payable Form

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

Accounts Payable Contact Information:

Contracted Service Name:* _____

What is the name of the EMS Agency that is contracting with FirePrograms Software, Inc?

Accounts Payable Dept: _____

If different from Agency name. Fill out mailing information below if different from Agency mailing address.

Mailing Address 1: _____

Mailing Address 2: _____

City, State, Zip: _____

Invoicing Contact Information:

To whom should invoices be sent?

Name:* _____

Phone:* _____

Email:* _____

Invoices are sent electronically to the email address provided above.

Invoicing Terms:

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

Does your agency require a Purchase Order number on invoices?

☐ Yes ☐ No

If yes, is the Purchase Order for FirePrograms Software attached?

☐ Yes ☐ No

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

_____

_____

_____

_____