



03/23/11

Ryan Moeller
Emergency Preparedness and Response Coordinator
Williamson County and Cities Health District
100 West 3rd Street
Georgetown, Texas 78626

Dear Ryan,

We are pleased and honored that you have chosen to deploy the FirstWatch® Early Event Detection System at Williamson County. You are joining a growing number of communities, large and small, who recognize the value of real-time syndromic surveillance, situational awareness, operational analysis and alerting ability found in FirstWatch.

Please accept the following documents; starting with a short 3-page license agreement along with other documentation to assist with the acquisition and installation of your FirstWatch System.

- **Software License Agreement:**
- **Schedule A:** Project Services, pricing, payment schedule, contact information and technical specification
- **Schedule B:** HIPAA Business Associate Compliance. This is our standard agreement which we offer for your consideration, however if your agency uses it's own standard HIPAA agreement we would gladly consider it as a replacement to this version
- **Schedule C:** Acceptance Test Plan. This document can be used to validate the FirstWatch system is operating to specifications

Please review these documents and feel free to contact FirstWatch if you have any questions or comments.

Best Regards,

Jay Bechelli

Jay Bechelli
Project Manager
760.943.9123 x206
jbechelli@FirstWatch.net

www.FirstWatch.net

904 Second Street • Encinitas, CA 92024 • Phone 760.943.9123 • Fax 760-942-8329



FIRSTWATCH SOLUTIONS, INC. SOFTWARE LICENSE AGREEMENT

1. *Parties; Effective Date.* This Software License Agreement ("Agreement") is between FirstWatch Solutions, Inc., 904 Second Street, Encinitas, California 92024 ("FirstWatch") and the undersigned software user ("Client"). This Agreement is effective on the date last signed ("Effective Date").
2. *Purpose of Agreement.* FirstWatch is a provider of data monitoring and biosurveillance software and related services to organizations and agencies in the fields of public health and public safety. Client desires a license to use the FirstWatch software identified on Schedule A ("Software") according to the terms of this Agreement.
3. *Grant of License.* FirstWatch grants Client a license to load and execute the Software on a computer located at the Site identified on Schedule A for use by its employees and staff in connection with its syndromic surveillance system. Client may make backup and archival copies of the Software.
4. *License Term; Maintenance Services.* The term of the Software license is perpetual. However, Client shall be entitled to Software updates, upgrades, enhancements, new versions, bug fixes, other improvements to the Software and access to the FirstWatch Subscriber Site, and to technical assistance relating to the Software, for the term(s) described in Schedule A of this Software License Agreement and with payment in full for the maintenance portion of the agreement. The term of Software Maintenance and Support commences upon the date of Software Acceptance.
5. *FirstWatch Intellectual Property Rights.* The license is nontransferable and nonassignable without the prior, written permission of FirstWatch. Client may not modify, enhance, or create derivative works, decompile, disassemble, or reverse engineer the Software, or make copies other than as authorized in Section 3. All rights not licensed are reserved to FirstWatch and no rights may be implied. FirstWatch retains all intellectual property rights in the Software, and Client agrees to implement software protection measures designed to prevent unauthorized use and copying of the Software.
6. *Delivery, Installation, and Testing.* Client is responsible for acquiring all hardware, equipment, and other software; for preparing the site (including physical and electrical requirements); for properly configuring the computing environment on which the Software will reside, and for installing the Software in accordance with Schedule A and any other requirements provided by FirstWatch in writing. Client shall test the Software within ten (10) days after FirstWatch has enabled Client's access to the Software.
7. *Acceptance.* The Software is Accepted upon the earlier of when (a) Client determines that the Software performs in accordance with the criteria set forth in the Acceptance Test Plan ("ATP"), set forth in Schedule C, or (b) the Software has been installed for thirty (30) days and Client has not advised FirstWatch that the Software fails to materially conform to the ATP. If the Software does not so perform for reasons inherent in the Software (and not, for example, third party hardware, software, equipment, or system configuration), FirstWatch will promptly replace the Software with materially conforming Software. Client shall test the revised Software and, unless the parties agree otherwise, Client may either (1) Accept the Software as conforming, (2) Accept the Software AS IS, or (3) reject the Software. If Client rejects the Software it shall delete the Software from its computing system, shall certify in writing such deletion, and FirstWatch shall refund all Software license fees paid by Client. Client shall have thirty (30) days after initial delivery to finally Accept or reject the Software. The foregoing is the sole remedy available in the event of nonconforming Software.
8. *Client Satisfaction.* FirstWatch desires that Client is fully satisfied with the Software and Services. If, within ninety (90) days after installation, for any reason, Client is not satisfied with the Software, Client may elect to return the Software and receive a full refund of all Software license fees paid to FirstWatch.
9. *Fees and Payments.* Client shall pay all fees according to the terms of Schedule A, and to pay a late fee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Client's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Client shall pay for all travel-related expenses (e.g., ground transportation, accommodations, food) incurred by FirstWatch at the request of Client and approved by Client in writing, for Software-related services such as on-site installation, training, customization, integration, support, and maintenance. Such additional services will be pursuant to a separate written agreement. Client is responsible for payment of all sales and/or use taxes arising out of its use of the Software; provided, however, Client is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being

secured for use by Client. Exemption certificates will be provided upon request.

10. *Limited Warranties; Exclusions.*

FirstWatch warrants that during the Acceptance testing period, and while Client is receiving covered Maintenance Services per section 4 of this Agreement, the Software will perform in substantial conformance with the ATP, provided that the Software has been used as specified by FirstWatch. FirstWatch will use its best efforts to correct any material nonconformance within ten (10) business days after receipt of written notice of such nonconformance and Client's provision of any data, output, or other documentation or description of the nonconformance.

The limited software warranty applies only to Software used in accordance with the Agreement and does not apply if the Software media or Software code has been subject to accident, misuse, or modification by a party other than FirstWatch or as authorized by FirstWatch.

FirstWatch does not warrant that the functions contained in the Software will meet Client's specific needs, industry requirements, be error-free, or operate without interruption. The remedies in this Section 10 are the sole and exclusive remedies provided by FirstWatch relating to the Software.

THESE LIMITED WARRANTIES ARE IN LIEU OF, AND CLIENT HEREBY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. *Limitation of Liability.* Neither party shall be liable for indirect, incidental, consequential, special, punitive or exemplary damages, or for lost profits or business interruption losses, in connection with the Software or this Agreement, regardless of whether it has been made aware of their possibility. Other than amounts due to a party pursuant to Sections 9 or 13, or the breach of Sections 4, 5, or 14, in no event shall either party be liable to the other, under any theory of recovery, including contract, negligence, strict liability, warranty or products liability, in an amount in excess of the amount Client paid to FirstWatch for products and services. Any claims relating to this Agreement shall be brought within two (2) years after the occurrence of the event giving rise to the cause of action.

12. *Termination.* Either party may terminate this Agreement if there is a material breach by either party that is not cured within thirty (30) days after receipt of written notice of such breach. Upon termination of this Agreement, Client shall promptly discontinue using the Software and return to FirstWatch, or certify in writing, the destruction of all Software, Documentation, and FirstWatch training materials.

13. *Indemnification.*

FirstWatch agrees to defend, and hereby indemnifies, Client, from all damages, losses, fees, and expenses awarded by a court of competent jurisdiction, or

reached through a settlement, arising out of Client's use of the Software or Documentation when such claim is based upon a third party claim that the Software infringes a U.S. patent, trademark, copyright or trade secret; provided that (a) Client promptly notifies FirstWatch in writing of such claim; (b) FirstWatch has sole control over the investigation, litigation and negotiation of such claim; (c) Client is current in its payments and in compliance with its obligations under this Agreement; and (d) Client reasonably cooperate, at the expense of FirstWatch, in the defense or settlement of such claim. This indemnification applies only to the Software delivered by FirstWatch and shall not apply if the Software has been modified by party other than FirstWatch, or if the Software has been combined with (or used in connection with) other products and used as a part of an infringing process or method which, but for the combination, would not infringe the intellectual property rights of such third party.

If the Software becomes, or in the opinion of FirstWatch is likely to become, the subject of such a claim, then FirstWatch may either (a) procure (at its expense) Client's right to continue using the Software, or (b) replace or modify the Software to avoid the claim of infringement. If neither of the foregoing alternatives is reasonably available to FirstWatch, then FirstWatch may terminate this licensee and refund to Client the license fees paid for the Software on a straight line three-year depreciation basis. This states the entire liability of FirstWatch with respect to third party claims of intellectual property infringement.

14. *Confidentiality.*

FirstWatch and Client may have access to information that the other considers to be confidential, private, or a trade secret. This information may include, but is not limited to, patient or other data, the Software, technical know-how, technical specifications, software code, manners of conducting business and operations, strategic business plans, systems, results of testing, financial information, and third-party information ("Information").

Each party shall use the other's Information only to perform its obligations under, and for the purposes of, the Agreement. Neither party shall use the Information of the other for the benefit of a third party. Each party shall maintain the confidentiality of all Information in the same manner in which it protects its own information of like kind, but in no event shall either party take less than reasonable precautions to prevent the unauthorized disclosure or use of the Information.

To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Client, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information

Act to any items or data furnished to Client as to whether or not the same are available to the public. It is further understood that Client's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Client, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Client by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

Upon termination of the Agreement, or upon a party's request, each party shall return to the other all Information of the other in its possession. All provisions of the Agreement relating to confidentiality, ownership, and limitations of liability shall survive the termination of the Agreement.

15. *Ownership of Data.* The parties acknowledge and agree that all Client data ("Data"), is and shall remain the exclusive property of Client. FirstWatch acknowledges that in performing its obligations under the Agreement it may have access to Client networks and Data. FirstWatch will use and access such Data only as necessary for the purpose of providing the services and supporting the Software as agreed.

16. *HIPAA.* With respect to any protected health information ("PHI") and to the extent FirstWatch is subject to the provisions of the Health Insurance Portability and Accountability Act as a Business Associate, FirstWatch shall (a) not use or disclose PHI other than as permitted or required by any agreement between FirstWatch and Client, or as required by law, (b) use appropriate safeguards to prevent use or disclosure of the PHI, (c) report to Client any unauthorized use or disclosure of the PHI of which it becomes aware, (d) ensure that any agent or subcontractor that accesses PHI in order to assist FirstWatch in providing the Services will be bound by the provisions of this Section, (e) reasonably cooperate with Client to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI available to a governmental agency in the event a governmental agency requests such information, (f) document all its disclosures of PHI and information related to such disclosures, and notify Client of such disclosures, (g) return or destroy all PHI upon termination of the Services under this Agreement. If the parties enter into a separate agreement regarding the use of protected health information, the terms of that separate agreement shall take precedence and control over the terms of this Section 16.

17. *General.*

All required communications shall be in writing and addressed to the recipient party at its address set forth in this Agreement, addressed to the person who signed the Agreement on behalf of such party, or to such address and person as may be designated by such party in writing. All communications are deemed given when

hand-delivered; or if mailed, by registered mail with verification of receipt, upon date of mailing; or if by electronic mail or facsimile, when received (with verification of transmission sent promptly to the receiving party along with a hard copy of the communication).

Any part of the Agreement held to be invalid or unenforceable, shall be revised so as to make it valid and enforceable, consistent with the intent of the parties expressed in that provision. All other provisions of the Agreement will remain in full force and effect. The remedies accorded FirstWatch are cumulative and in addition to those provided by law.

The Agreement, all Schedules (A-C), and any amendments thereto constitute the entire understanding of the parties with respect to the subject matter of the Agreement and replaces all prior and contemporaneous written and oral communications, promises, or understandings.

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

FirstWatch agrees that Client or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of FirstWatch which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. FirstWatch agrees that Client shall have access during normal working hours to all necessary FirstWatch facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Client shall give FirstWatch reasonable advance notice of intended audits.

The obligations of the parties under this Agreement do not constitute a general obligation or indebtedness of either party for which such party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Client shall have the right to terminate this Agreement at the end of any Client fiscal year if the governing body of Client does not appropriate sufficient funds as determined by Client's budget for the fiscal year in question. Client may effect such termination by giving written notice of termination to FirstWatch at the end of Client's then-current fiscal year.

Electronic mail shall not be deemed to constitute a signed writing for purposes of this modification provision unless expressly identified as an amendment. No waiver of any right or remedy will be effective unless given in writing and signed on behalf of the party making such waiver. No purchase order or other administrative document will amend the Agreement unless signed by an representative of both parties and identified as an amendment to the Agreement, even if accepted by the receiving party without objection. Client may not assign any rights or delegate any duties under the Agreement without the prior, written consent of FirstWatch, which will not be unreasonably withheld, and any attempt to do so without consent will be void. The Agreement is binding upon the parties' successors and permitted assigns.

AGREED AND ACCEPTED:

FirstWatch Solutions, Inc.

Date: March 23, 2011

By: 
Signature

Name: Todd Stout, President

Client Name and Address:

Williamson County EMS
100 West 3rd Street
Georgetown Texas 78626

Date: April 12, 2011

By: 
Signature

Name: Kenneth Schuell
Printed

Title: Director

Schedule A: Project Services, Pricing & Payment Schedule, Contact Information & Technical Specifications

Project Services:

- Single license of FirstWatch Thin-Client (Remote Data Gathering) Software installed on Licensee's dedicated FirstWatch PC/Server
 - All data integration with Williamson County's OSSI Computer-Aided Dispatch (CAD) and EMSCharts ePCR Systems integrated via:
 - Connectivity to a data source via ODBC or similar means;
 - or Text or XML **file** output for each incident from a Licensee-provided process (one or more files for each incident) that provides files on the dedicated FirstWatch PC/Server;
 - or client provided web services interface allowing FirstWatch to securely access, query and receive necessary data via a non-dedicated internet connection. Client provided web services interface will include the ability to encrypt and decrypt data and options to query live and historical data.
 - Data Shuttle, remote connectivity and other software and processes on Licensee's dedicated FirstWatch PC which work together to reliably and securely transmit data to the FirstWatch Data Center, and allow for remote support, using Licensee-provided, always-on Internet connectivity.
 - Linking of data sources requires, at a minimum, a unique key that exists within each data source in a useable format.
- Modify centrally located FirstWatch server-based processes, software and database as necessary to receive Licensee's data, import into FirstWatch database, and monitor for statistically-significant increases in volume or geographic clusters of calls which meet user-defined criteria.
- Provide up to fifty (50) Licensee-specific user login(s) and password(s) to allow up to fifty (50) simultaneous users on the FirstWatch subscriber Internet site. (Access by additional users may be purchased, and access via FirstWatch to other, 3rd-party services or tools, may be licensed separately.)
- Provide the ability for the Licensee to define all system included and client purchased "trigger sets" for monitoring by FirstWatch.
- Provide the ability for the Licensee to define up to fifty (50) alert recipients for each trigger, via a combination of email, text messaging, fax, or compatible paging system.
- Provide a default "All Events" trigger with monitoring and alerts to demonstrate complete functionality of system.

Pricing and Payment Schedule:

Williamson County EMS FirstWatch Pricing				
Line #	Description	Qty.	Unit	Extended
1	System License* (DS1-Central Data Source)	1	\$25,648	\$25,648
2	Annual Maintenance* (DS1-Central Data Source)	1	\$5,643	\$5,643
3	Data Source Integration (DS1-Central Data Source)	1	\$7,500	\$7,500
4	Installation / Configuration	1	\$2,500	\$2,500
5	Training/Trigger Consultation/Project Mgmt.	1	\$6,500	\$6,500
6	System License* (DS2)	1	\$12,824	\$12,824
7	Annual Maintenance* (DS2)	1	\$2,821	\$2,821
8	Data Source Integration (DS2)	1	\$7,500	\$7,500
9	Regular System Triggers (included)	20	\$0	\$0
10	Additional Regular Triggers (each) Year 1	10	\$600	\$6000
11	EMS Transport Dashboard Module	1	\$2,500	\$2,500
12	Annual Maintenance (EMS TD Module)	1	\$550	\$550
13	Performance Plus Module	1	\$2,500	\$2,500
14	Annual Maintenance (PP Module)	1	\$550	\$550
15	Additional Years Prepaid Annual Support	1	\$11,564	\$11,564
16	Total Price			\$94,600

* License and Maintenance costs are for monitoring Williamson County's EMS and FD Calls. Assumptions based on 28,000 annual incidents, and include a 'buffer' of plus or minus (±) 20% of the call volume.

Williamson County EMS FirstWatch Payment Schedule	
Initiation Payment: 50% System License (DS1, DS2), 100% of Installation, integration, Data Source (Year 1) Maintenance, 50% Additional Years (1) Prepaid Annual Maintenance, 100% Training/Trigger Consultation, Project Mgmt./Triggers >Due 30 days after SLA signature invoicing	\$57,482.00
Installation Payment: 40% System License (DS1, DS2), 40% Additional Years (1) Prepaid Annual Maintenance, 100% Additional Regular Triggers (10), 100% EMS TD and Performance Plus Modules >Due 30 days after Installation invoicing	\$31,014.40
Acceptance Payment: 10% System License (DS1, DS2), 100% EMS TD and Performance Plus Modules Annual Maintenance (Year 1), 10% Additional Years (1) Prepaid Annual Maintenance >Due 30 days after Acceptance invoicing	\$6,103.60

Maintenance fees beyond the Term of this Agreement will recur and reflect then-current FirstWatch maintenance and support rates unless otherwise agreed on by both parties.

Contact Information:

Licensors Contact Tax I.D. No. 05-0544884	Todd Stout, President FirstWatch® 904 Second Street, Encinitas, California, 92024	Phone: 760-943-9123 Fax: 760-942-8329 Email: tstout@firstwatch.net
Licensee Contact	Kenny Schnell Williamson County EMS 100 West 3rd Street Georgetown Texas 78626	Phone : 412.647.4895 Fax : 412.461.3270 Email : KSchnell@wilco.org

FW Software/Hardware Requirements

FirstWatch Hardware Requirements:	
Minimum (only if using existing equipment)	Preferred (required/minimum if new equipment)
Dedicated PC or Virtual Machine used exclusively for FirstWatch purposes	Dedicated Server or Virtual Machine used exclusively for FirstWatch purposes
Pentium IV Compatible 2.0GHz or better as long as it meets the minimum requirements for installed OS	Core Duo 2.4GHz or better
1GB RAM or better	4GB RAM or better
250GB Hard Drive or larger (two partitions 20GB (OS), balance as data)	500GB Hard Drive or larger (two partitions 20GB (OS), balance as data)
10/100mb Ethernet Card	100mb / 1GB Ethernet Card
16/32bit color video, capable of displaying 1024 x 768 in "High" or "True" color	16/32bit color video, capable of displaying 1024 x 768 in "High" or "True" color
Keyboard / mouse / monitor or via KVM	Keyboard / mouse / monitor or via KVM
CD-R/CD R-RW drive or better	CD-RW/DVD drive or better
FirstWatch Software Requirements:	
Minimum	Preferred
Microsoft Windows 2003/2008/XP/Vista/7 Professional including all the latest updates and patches loaded	Microsoft Windows Server 2008 (64bit) Standard Edition including all the latest updates.
Complete (run all from my hard drive) installation of Microsoft Access 2007 or later including all the latest updates and patches loaded. If the database to be monitored is MS SQL Server, SQL Server Management Studio can be installed instead of MS Access.	Complete (run all from my hard drive) installation of Microsoft Access 2007 or later including all the latest updates and patches loaded. If the database to be monitored is MS SQL Server, SQL Server Management Studio can be installed instead of MS Access.
Note: If Priority Alert was purchased, preferred specifications are required.	NOTE: The FirstWatch Priority Alert Module Requires MS SQL Server 2008 R2 Express Edition download for free at: http://www.microsoft.com/express/database
ODBC driver or other licensed and approved connectivity to underlying database	ODBC driver or other licensed and approved connectivity to underlying database
Virus Protection Software of customer's choosing	Virus Protection Software of customer's choosing
WinZip or compatible software - Not Required if functionality included in Windows OS	WinZip or compatible software - Not Required if functionality included in Windows OS
Microsoft .NET Framework Version 3.5. (installed with local FirstWatch Thin Client Software)	Microsoft .NET Framework Version 3.5 (installed with local FirstWatch Thin Client Software)
Automated Time synchronization software or process of clients choosing. MS Windows OS feature is fine.	Automated Time synchronization software or process of clients choosing. MS Windows OS feature is fine.

Connectivity / Firewall & Environment:
Always-on high speed broadband Internet connectivity under customer specified and controlled security settings; Recommend static IP address with hardware firewall.
Read-only Network access to database(s) being monitored (ODBC connection)
Outbound access for HTTP (port 80) and HTTPS (port 443) with access to *.firstwatch.net.
For agencies using FirstWatch provided WebEx Remote Access service for installation and support, it may be necessary to create an exception list for WebEx sites on the firewall or proxy to properly use WebEx services. In most cases, the IP Range that can be used to add an exception for the firewall or proxy is 64.68.96.0-64.68.127.255.
SMTP account and access through client controlled server (preferred, not required) or SMTP access to mail.stoutsolutions.com and mail.firstwatch.net. SMTP will be required for Priority Alerting Module if it was purchased.
Local (not network) server administrator account with access to specifications above.
To maximize system availability FirstWatch recommends remote-client hardware be located with other critical systems and when possible include UPS, back-up generator, monitored data circuit(s) and HVAC controlled secure environment.
Support:
Minimum
Allow FirstWatch access to the dedicated machine via WebEx Remote Access client services (or authorized substitute, including VPN). WebEx Remote Access client software provided with FirstWatch under maintenance and service agreement. If VPN or other connection requires additional hardware or software on client or support side, it will be the responsibility of the customer to supply it.
Disclaimer: Although FirstWatch requires a dedicated machine for our applications, some clients have requested running the FirstWatch applications on a server that is shared with other applications or in a virtual server environment. We have successfully deployed in a combination of these configurations and are willing to attempt an install in this environment if the client understands that there is risk involved. The risk is that if another process or application on the same machine renders the machine unresponsive, it could potentially stop the processing of the FirstWatch applications. Conversely the FirstWatch applications may affect the other applications. Therefore, if the client decides to move forward in this manner and results in ongoing problems with our application, we will respectfully request that our system be transferred to a dedicated machine for the purpose of running the FirstWatch applications. FirstWatch staff will be happy to assist the client with reconfiguring the FirstWatch system on a new machine.

Schedule B: FIRSTWATCH SOLUTIONS, INC. DATA ACCESS AND DATA SHARING AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into between FirstWatch Solutions, Inc., 904 2nd Street, Encinitas, California 92024 (“FirstWatch”) and the Williamson County EMS identified in the Data Access and Data Sharing Agreement (“Agency”), in furtherance of the obligations of the Health Insurance Portability and Accountability Act of 1996 and its accompanying regulations that relate to the privacy of individually identifiable health information (“HIPAA”).

1. *Definition.* “PHI” means “protected health information” of an individual or a patient (as defined in 45 CFR 164.501), but includes only the individually identifiable health information that is created or received by FirstWatch from or on behalf of Agency. Terms not otherwise defined in this Agreement have the same meaning as those terms under HIPAA.

2. *Obligations and Activities of FirstWatch.* FirstWatch agrees to do each of the following:

- (a) Not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law (as defined in 45 CFR 164.501);
- (b) Use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement;
- (c) Document and report to Agency uses or disclosures of PHI that are not permitted under this Agreement, of which FirstWatch becomes aware;
- (d) Make available its records relating to the uses and disclosures of PHI for inspection by the Secretary of the Health and Human Services for the purpose of determining Agency’s compliance with its obligations under HIPAA; provided that FirstWatch is not required to disclose information that it deems confidential or proprietary; and
- (e) Disclose PHI to its employees, subcontractors and agents only if such entities are either contractually or legally bound to restrictions and conditions with respect to the PHI that are no less restrictive than those contained in this Agreement.

3. *Permitted Uses and Disclosures of PHI By FirstWatch.* Notwithstanding anything to the contrary in this Agreement, FirstWatch may:

- (a) Use and disclose PHI to perform the functions, activities, or services for or on behalf of its Client, or in accordance with the terms of its Agreement with Agency;
- (b) Use PHI for the proper management and administration of its business and to carry out any present or future legal responsibilities of FirstWatch;
- (c) Disclose PHI for the proper management and administration of its business and to carry out its legal responsibilities; provided that (i) such disclosures are Required by Law or (ii) FirstWatch obtains reasonable assurances from the person to whom the information is disclosed that the PHI will remain confidential (and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to that person), and such person agrees to notify FirstWatch if it discovers that the confidentiality of the information has been breached;
- (d) Use PHI to provide data aggregation services as permitted by 45 CFR 164.504(e)(2)(i)(B); and
- (e) Disclose PHI to report violations of law to appropriate federal and state authorities consistent with 45 CFR 164.502(j)(1).

4. *Obligations of Agency.* Agency shall:
- (a) Notify FirstWatch in writing of any limitation in its notice of privacy practices if such limitation may affect FirstWatch's use or disclosure of PHI;
 - (b) Provide FirstWatch in writing with any changes in, or revocation of, permission by an individual to use or disclose PHI, if such changes affect FirstWatch's permitted or required uses and disclosures of PHI;
 - (c) Notify FirstWatch of any restriction on the use or disclosure of an individual's PHI that Agency has agreed to in accordance with 45 CFR 164.522, if such restriction may affect FirstWatch's use or disclosure of PHI; and
 - (d) Not request FirstWatch to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Agency.
5. *Term.* The term of this Agreement begins on the date the Agreement is last signed by both parties and shall terminate concurrently with the termination or expiration of the License Agreement, unless terminated earlier as permitted under this Agreement. Upon termination or expiration of this Agreement, FirstWatch shall either return to Agency or destroy all PHI in its possession. If FirstWatch is unable to return or destroy PHI upon termination or expiration, it will extend the protections of this Agreement to such PHI for so long as FirstWatch retains possession of such PHI.
6. *General.* Either party may terminate this Agreement if the other party engages in any activity or practice that constitutes a breach of this Agreement, and the breaching party fails to cure the breach within thirty (30) days following receipt of notice of such violation. This Agreement shall be construed under the laws of the State of Texas and the federal laws of the United States.

Agreed and Accepted:

FirstWatch Solutions, Inc.

Date

March 23, 2011

Williamson County EMS

Date

April 12, 2011

Schedule C: Acceptance Test Plan

Introduction

The purpose of the Acceptance Test Plan is to provide the customer with a tool to guide them through the verification process resulting in system acceptance. This document will walk through the most commonly used functionality of the product and provide an expected result for each "test" executed.

These tests assume that the data made available to FirstWatch contains the information necessary to provide the functionality to test. (An example would be if the underlying data available to FirstWatch does NOT contain patient destination for an ambulance call, then FirstWatch can not make it available for the user to view or test.

No.	Test	Expected Result	Pass = Y No Pass = N	Comments
1	Navigate to the FirstWatch Subscriber Site subscriber.firstwatch.net	FirstWatch Subscriber Site displays		
2	Enter a Username and Password provided to you by FirstWatch.	Successfully log into Status Page showing a quick-view of one or more triggers		
3	Launch your <i>All Calls Trigger</i>	New window opens showing the GraphIt Summary Page		
4	Check the Hide Min/Max Events box above the Actual Events Graph.	Shaded area (if present) along Actual Events line will disappear.		
5	Check the Hide Hourly Events box above the Actual Events Graph.	Bars along bottom axis will disappear		
6	Set Refresh Rate to 1 minute.	Page will reload every 1 minute. Prior to reloading a green "Reloading" bar will appear near the top left section of the page. Reset Refresh Rate to 20 minutes after page reloads so reloads to not interfere with ATP.		
7	Click View Alert Configuration link from the top right of the page.	Separate windows displays criteria for which this trigger will alert, or "This trigger is currently not configured for any alerts."		
8	Click the Event List link in the top of the page.	Page displays a line listing of events.		

9	Click a hyperlink field from one of the events in the line listing.	Page displays a drill-down of data related to incident/event selected.		
10	Click the <u>MapShot</u> link from the top of the page. MapShot link is only present for data sets that include geo-data.	Page displays a map with icons representing location of incidents/events. Thematic maps display shaded areas for data sets which include non-geo-specific data elements.		
11	Click the <u>PDA</u> link from the top of the page.	Page displays a text only description of trigger information.		
12	Click the <u>Destination</u> link from the top of the page. (Only present for data sets which include patient transport destination data)	Page displays a line listing of events separated by transport destination.		
13	Click the <u>Analysis Tool</u> link from the top of the page.	Page displays interactive tool for retrospective analysis.		
14	Specify a Start Date/Time and Stop Date/Time of the last 7 to 10 days. (Default date range will include the last 7 days). Click GraphIt link.	After calculations are complete, trigger will display GraphIt summary for date/time range selected. (calculation time will increased as date/time range increases)		
15	Click <u>Event List</u> link	Page displays line listing of all events for date/time range selected.		
16	Click <u>MapShot</u> link	Page displays MapShot of all activity for date/time range selected.		
17	Click the <u>Go-Back to real-time</u> link.	Page returns to Event list view.		
19	Press the Log Out button on the top right corner of this trigger.	User will be logged out and redirected to FirstWatch Subscriber site.		
20	Press the Log Out button on the top right corner of the Trigger Status Page (1st page displayed after login)	User will be logged out and redirected to FirstWatch Subscriber site.		

Client Name	
Client Signature	
Acceptance	[]
Conditional Acceptance	[]
Rejected	[]
If Conditional or Rejected please specify reason(s) in detail:	

When completed, please fax this form to FirstWatch at 760-942-8329.