THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2022-R-114

A RESOLUTION APPROVING A SOFTWARE AS A SERVICE (SAAS) AGREEMENT WITH EPR SYSTEMS USA, INC. FOR A 5-YEAR SUBSCRIPTION TO FIRE RECORDS MANAGEMENT SYSTEM IN AN AMOUNT NOT TO EXCEED $62,457

MICHAEL W. GLOTZ, PRESIDENT
NANCY M. O'CONNOR, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

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WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Software as a Service (SaaS) Agreement with EPR Systems USA, Inc., a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**, subject to review and revision as to form by the Village Attorney.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

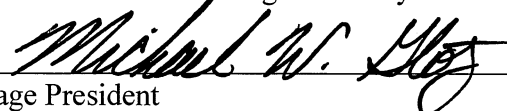**Section 4:** That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 4th day of October, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan

NAYS: None

ABSENT: None

APPROVED this 4th day of October, 2022, by the President of the Village of Tinley Park.

_____
Village President

ATTEST:

_____
Village Clerk

EXHIBIT 1

MASTER SUBSCRIPTION AND LICENSE AGREEMENT

THIS AGREEMENT is hereby made and entered into this __5th__ day of __October__ , 2022, by and between The Village of Tinley Park (hereinafter referred to as "Customer" or "Village of Tinley Park") 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; and

WHEREAS, CUSTOMER is engaged in providing emergency and rescue services and desires to utilize such Software to support the management of its fire and rescue operations; and

WHEREAS, EPR and CUSTOMER believe it is in their mutual interest and desire to enter into an agreement whereby CUSTOMER 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

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

Section 2 – Terms

2.1 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 CUSTOMER for the initial term of this Agreement From October 2022 to October 2027 is $62,457.00 for subscription services which includes data migration, system set up and training. outlined in Attachment A.

2.2 The term of this Agreement (the **"Term"**) shall commence on the Effective Date and continue for the period of Five years; Thereafter, the Term will renew for successive one-year periods unless written notice is provided at least 30 days prior to the applicable renewal date.

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 Illinois 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 CUSTOMER 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 CUSTOMER, including the Deliverables to be provided by EPR to CUSTOMER 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

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(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 CUSTOMER, 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; Support

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 CUSTOMER 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 CUSTOMER in proper working order.

"Unapproved Modifications" means modifications to the licensed computer programs not approved by EPR but made by CUSTOMER 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 CUSTOMER and shall continue to be reasonable and correct, and may be relied upon by CUSTOMER 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 6 - Data

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

Section 7 – Trademarks and Proprietary Notices

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

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

Section 8 – Payment

8.1 CUSTOMER shall pay EPR in accordance with the Payment Schedule described in Attachment "A" to this Agreement within thirty (30) days of receipt of invoice. All fees are inclusive of all freight, shipping and applicable taxes.

8.2 CUSTOMER 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 CUSTOMER, at no additional cost to CUSTOMER. Payment will be made by CUSTOMER within thirty (30) days of receipt of invoice issued by EPR.

Section 9 – Confidentiality

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

(b) 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

(c) 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 CUSTOMER and on terms and conditions satisfactory to CUSTOMER in its sole discretion.

(d) Notwithstanding anything to the contrary herein, CUSTOMER's good faith compliance with the provisions of the Illinois 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 Illinois. EPR hereby consents to the jurisdiction of the State of Illinois 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:
Village of Tinley Park
16250 S. Oak Park Ave
Tinley Park, IL 60477

VENDOR address:

EPR Systems USA Inc.
1016 Lasalle Street
Jacksonville, FL 32207
jjacobson@eprsys.com

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

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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 CUSTOMER 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. CUSTOMER 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 CUSTOMER proceeds with such an audit, EPR shall make available to CUSTOMER EPR's relevant records at no cost CUSTOMER. CUSTOMER 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 CUSTOMER be liable for any monetary damages in excess of the purchase price contemplated by this Agreement. In no event shall CUSTOMER 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 CUSTOMER 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 CUSTOMER, 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 CUSTOMER, 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 CUSTOMER'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 CUSTOMER 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 CUSTOMER 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 CUSTOMER'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 CUSTOMER for damages, penalties, or other charges on account of such termination.

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

This Agreement shall be construed so as not to be classified as "debt" or "evidence of debt" under Illinois law.

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 the CUSTOMER, 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.

> **27.1 Local Data Backup.** EPR shall provide CUSTOMER 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.

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

The Village of Tinley Park

Name _Michael W. Glotz_

Village President 10/04/2022
Title   Date

EPR Systems USA:

Name: _____ Jeffrey Jacobson

Director of Business Development 10/5/22
Title   Date

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The Village of Tinley Park   EPR Systems USA:

Name _~~Michael W. Dlay~~_   Name: _____

~~Village President 10/04/2022~~
Title   Date   Title   Date

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ATTACHMENT A"

Description	Included	2022 -2027
Fire Bundle (NFIRS, Inspection, Properties, Preplan, Hydrants, Investigation)	☑	S 41,788
Inventory, Maintenance, Work Order	☑	S 5,096
CAD Interface	☑	S 10,593
Data Migration and Conversion – One Time	☑	S 3,000
Web Training 4 Sessions	☑	S 1,980
Annual Cost	☑	$ 62,457

Terms & Conditions: All fees will be invoiced upon active work on the software platform with net 30-day terms.

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

EXHIBIT B
HIPAA BUSINESS ASSOCIATE ADDENDUM

Customer and EPR Systems ("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. <u>Required Safeguards to Protect PHI</u>. 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. <u>Reporting to Covered Entity</u>. 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. <u>Mitigation of Harmful Effects</u>. 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. <u>Agreements by Third Parties</u>. 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. <u>Access to PHI</u>. 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. <u>Amendment of PHI</u>. 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. <u>Documentation of Disclosures</u>. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 and HITECH.

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

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

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

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

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

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

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

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

21. 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.

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

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STATE OF ILLINOIS      )
COUNTY OF COOK         )        SS
COUNTY OF WILL         )
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CERTIFICATE

I, NANCY M. O'CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-R-114, "**A RESOLUTION APPROVING A SOFTWARE AS A SERVICE (SAAS) AGREEMENT WITH EPR SYSTEMS USA, INC. FOR A 5-YEAR SUBSCRIPTION TO FIRE RECORDS MANAGEMENT SYSTEM IN AN AMOUNT NOT TO EXCEED $62,457,**" which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 4, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 4th day of October, 2022.

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VILLAGE CLERK