

2007-1099 <sup>Public Safety</sup>

Lee County Board Of County Commissioners **Blue Sheet No. 20070565**  
**Agenda Item Summary**

- 1. **ACTION REQUESTED/PURPOSE:** Authorize Chair to sign 1<sup>st</sup> amendment to EMSystems software licensing agreement to correct dates.
- 2. **FUNDING SOURCE:** General Fund/Public Safety-EMS Ground Operations
- 3. **WHAT ACTION ACCOMPLISHES:** Corrects dates to actual dates of the software licensing agreement.
- 4. **MANAGEMENT RECOMMENDATION:** Approve

5. **Departmental Category:** 07

**C7A**

6. **Meeting Date:**  
**May 29, 2007**

7. **Agenda:**
- Consent**
  - Administrative**
  - Appeals**
  - Public**
  - Walk-On**

8. **Requirement/Purpose: (specify)**
- Statute**
  - Ordinance**
  - Admin. Code**
  - Other**

9. **Request Initiated:**  
**Commissioner** \_\_\_\_\_  
**Department** EMS  
**Division** Public Safety  
**By:** **John D. Wilson,**  
**Director** *[Signature]*

10. **Background:** On January 10, 2006 the Board of County Commissioners approved the purchase of EMResource Hospital Status tracking software and support, from EMSystems, LLC; and authorized the Board to sign the software license agreement at a later date. Since then, an amendment has been requested by EMSystems to correct dates of license agreement to actual dates.

EMSystems is a leading provider of real-time communications and resource management solutions that enhance preparedness and response to medical emergencies, mass casualty events, and public health incidents. The software provides emergency department status tracking, patient tracking, mass casualty incident support, syndromic surveillance, hospital bed tracking, and public health alerting solutions.

It allows EMS and the Hospital to communicate real-time status of all regional emergency resources to support informed patient transport decisions; Prepare for incoming patients; Rapidly query hospitals for capacity by triage category, and other available services; Monitor and track casualties; Communicate bed availability, analyze trends, and manage hospital resources; and Coordinate emergency response resources

Attachment: Four (4) copies of Modification

11. **Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P. W. Director
<i>[Signature]</i>	<i>[Signature]</i>	N/A		<i>[Signature]</i>	Analyst DEH 5/16/07	Risk MCC 6/16/07	Grants <i>[Signature]</i>	Mgr. <i>[Signature]</i>	<i>[Signature]</i> 5-16-07

12. **Commission Action:**

- Approved**
- Deferred**
- Denied**
- Other**

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COUNTY ADMIN:  
5/14/07 4:30 PM  
14 MP  
COUNTY ADMIN  
FORWARDED TO: PL  
5-16-07  
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Rec. by CoAtty  
Date: 5/14/07  
Time: 3:25 PM  
Forwarded To:  
*[Signature]*

1<sup>st</sup> AMENDMENT TO THE AGREEMENT BETWEEN LEE COUNTY EMS AND EMSYSTEM, LLC DATE AND ADDRESS MODIFICATIONS TO THE EMSYSTEM, LLC USE AGREEMENT CONTRACT LANGUAGE, AND SCHEDULE 2 LANGUAGE.

This agreement made on this \_\_\_\_\_ day of \_\_\_\_\_, 2007, is to modify the Use Agreement between Lee County EMS and EMSystem, LLC dated February 1, 2006.

Pursuant to the first paragraph in the Use Agreement, the effective date will be changed from "2/1/2006" to "12/1/2005". The address will change from "6737 W. Washington Street, Suite 1425", to "135 South 84<sup>th</sup> Street".

In the Schedule 2, *Modules, Services and Fees* section, the Term dates will change from "2/1/2006 to 1/31/2006", to "12/1/2005 to 11/30/2006".

All other terms and conditions remain unchanged and in full force and effect.

EMSystem, LLC

  
\_\_\_\_\_  
Andy Nunemaker, CEO

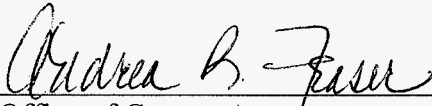
\_\_\_\_\_  
Date

Client: Lee County Board of County Commissioners

By: \_\_\_\_\_  
BOCC Chair Signature

\_\_\_\_\_  
Date

Approved As To Form

  
\_\_\_\_\_  
Office of County Attorney

## EMSYSTEM® USE AGREEMENT

THIS AGREEMENT is entered into and effective as of 2/1/2006 (the "Effective Date"), between LEE COUNTY EMS located at PO Box 398 , Fort Myers, FL 33902-0398 ("Client"), and EMSYSTEM, LLC, a Wisconsin limited liability company located at 6737 W. Washington Street, Suite 1425, Milwaukee, Wisconsin 53214 ("EMSLLC" and, together with Client, each a "Party" and collectively the "Parties").

## RECITALS

A. EMSYSTEM® is an application that tracks the status of resources relating to emergency medical and other health care services and permits communication between health care providers, including, but not limited to, hospital emergency departments, emergency service providers and public health officials.

B. EMSLLC desires to provide to Client and its Authorized Users, and Client desires, on behalf of its Authorized Users, to obtain from EMSLLC, remote access to EMSYSTEM® and related services.

## AGREEMENTS

In consideration of the Recitals and agreements that follow, the Parties agree as follows:

1. Definitions. Unless defined elsewhere in this Agreement, capitalized terms used in this Agreement will have the meanings set forth in Schedule 1.

2. System Access and Services.

(a) System Access. Subject to the T&Cs and this Agreement and upon payment of all Fees due hereunder, EMSLLC hereby grants to Client and each Authorized User a limited, non-exclusive, non-transferable right to Use the System during the Term.

(b) User Equipment. Client shall obtain, operate, support and maintain all User Equipment, at its sole expense.

(c) Services. EMSLLC will provide Client with use of the System and any Implementation Services and Training Services as set forth on Schedule 2. EMSLLC shall perform such other services and provide such other modules as the Parties may mutually agree in writing by executing a revised or amended Schedule 2 specifying the services, modules and all applicable fees.

3. Fees; Payments.

(a) Fees. As consideration for Use of the System and the services provided by EMSLLC under this Agreement, Client shall pay to EMSLLC the Fees. EMSLLC shall provide an invoice to Client for all Fees incurred by Client as set forth on Schedule 2. Client shall pay each invoice within 30 days of the date of such invoice.

(b) Adjustment. EMSLLC may adjust the amount of any and all Fees upon 90 days' prior written notice to Client.

(c) Expenses. Client will pay or reimburse EMSLLC for reasonable out-of-pocket costs and expenses (including, without limitation, travel and lodging expenses) incurred by EMSLLC and approved in advance by Client.

(d) Taxes. Client shall pay any federal, state, local or other sales or services taxes or assessments (exclusive of any taxes based on the net income of EMSLLC) levied or assessed in connection with this Agreement.

(e) Overdue Payments. If Client fails to pay to EMSLLC any Fees as and when such Fees are due: (i) Client will pay interest on any such Fees at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable Law from the date such Fees are due; (ii) EMSLLC may suspend all Use of the System and the performance of any other services which EMSLLC is then performing for Client; and (iii) EMSLLC may terminate this Agreement as set forth in section 7. Client shall also reimburse EMSLLC for all costs and expenses incurred by EMSLLC, including, without limitation, reasonable attorney's fees, in collecting any past due amount.

#### 4. Client and Authorized User Responsibilities.

(a) Operational Responsibilities. During the Term, Client shall ensure that each Authorized User shall:

- (i) obtain and maintain its User Equipment;
- (ii) comply with all security measures required by EMSLLC;
- (iii) comply with this Agreement and the T&Cs;
- (iv) designate a Contact Person to work with EMSLLC to implement and maintain its Use of the System; and
- (v) ensure that no virus or other disruption to the System occurs due to any action or failure to act.

(b) Accurate Data. EMSLLC shall not be responsible for the accuracy of any Client Data or liable to Client or any Authorized User or third party for any Damages resulting from inaccurate Client Data. EMSLLC shall not change or alter any Client Data at any time, at any Client or Authorized User's request or otherwise.

#### 5. Data Security, Confidentiality and Access.

(a) Ownership of Client Data. As between EMSLLC and Client, all Client Data is and shall remain the property of Client. EMSLLC shall not, without Client's written consent, use or disclose Client DATA other than in the performance of its obligations under this Agreement.

(b) Access to Client Data. Client and Authorized Users may Use the Software as set forth in Schedule 2 except (i) where EMSLLC, in its sole discretion, places limitations on such Use; (ii) during any scheduled System downtime; (iii) during a period of repair or maintenance of the System or (iv) when EMSLLC has suspended or terminated Use of the System as permitted under this Agreement.

(c) Safeguarding Client Data in the System. During the Term, EMSLLC shall use software or devices which (i) require Authorized Users' end users to enter user identification codes and passwords prior to gaining access to the System, (ii) track the addition and deletion of Authorized Users' end users and (iii) control access by any end user to areas and

features of the System as designated by the applicable Authorized User.

(d) Recovery of Client Data. If any Client Data is lost or damaged due to the acts or omissions of EMSLLC while resident in the System, EMSLLC shall use commercially reasonable efforts to assist in replacing or regenerating such data.

(e) Confidential Information.

(i) General Requirements and Exclusions. Client shall not disclose EMSLLC Confidential Information without the prior written consent of EMSLLC except [a] to accountants, banks, financing sources, lawyers and related professionals, and [b] in connection with the enforcement of this Agreement and shall maintain the confidentiality of such information in accordance with Law. Client hereby grants to EMSLLC permission to reproduce and make reference to Client's and any Authorized User's name and trademark on EMSLLC's website and in any promotional materials or proposals. EMSLLC may also disclose generic descriptions of the kinds of services provided to Client.

(ii) Obligations. Client shall use, and shall ensure that each Authorized User uses, its best efforts to prevent disclosing the EMSLLC Confidential Information to third parties; provided, however, that Client may disclose such information to its employees and authorized agents who have a need to know such information and who have agreed to the obligations to preserve the confidentiality of such information as set forth in this Agreement. Client shall be responsible for any breach by any Authorized User, employee or agent of any such confidentiality obligations. Following the termination of this Agreement, Client shall, and shall ensure that each Authorized User shall, promptly return to EMSLLC all tangible embodiments of EMSLLC Confidential Information.

(f) Restricted Activities. During the Term and for a period of three years following termination of this Agreement, Client shall not, and shall ensure that each Authorized User shall not, directly or indirectly, engage in, invest in, finance, participate in or advise, directly or indirectly, any business, enterprise, entity or individual that provides

products or services competitive with the Software.

6. Limited Use of the System.

(a) Client Rights to Use.

(i) Client shall not, and shall ensure that each Authorized User and End User shall not:

[a] use the System for a service bureau application without EMSLLC's prior written consent;

[b] use any screen or function of the Software that is not necessary for Client's or such Authorized User's coordination of medical services or publishing of health information;

[c] access, modify, adapt, translate or create derivative works based on any part of the Software or the System;

[d] commercially exploit, market, license or distribute access to or use of the System;

[e] challenge EMSLLC's Rights in the System;

[f] assist or cooperate with any third party in challenging EMSLLC's Rights to the System; or

[g] remove any copyright, trademark or other notices that appear on or in the System.

(b) EMSLLC Ownership Rights. EMSLLC shall retain all Rights in the System and neither Client nor any Authorized User shall have or obtain any such Rights.

(c) Software Updates. EMSLLC may enhance or modify the System in its sole discretion. EMSLLC will provide notice to Client prior to implementation of enhancements or modifications of the System that affect Client or Authorized Users. Client acknowledges and agrees that EMSLLC retains all Rights in any modifications to the System, including but not limited to modifications resulting from requests for changes made by Client or any Authorized User.

7. Term and Termination.

(a) Term. Unless terminated as set forth in this section 7, the term of this Agreement shall

(i) commence on the Effective Date; (ii) continue until

the First anniversary of the Commencement Date (the "Initial Term") and (iii) AUTOMATICALLY RENEW ON EACH ANNIVERSARY OF THE COMMENCEMENT DATE FOR ADDITIONAL ONE-YEAR TERMS (each a "Renewal Term" and, with the Initial Term, referred to as the "Term").

(b) Termination by Client. Client may terminate this Agreement upon written notice to EMSLLC provided at least 120 days prior to the end of the Initial Term or any Renewal Term.

(c) Termination for Cause by EMSLLC. EMSLLC may terminate this Agreement upon the occurrence of any of the following events:

(i) If Client fails to pay any amount due to EMSLLC under this Agreement, within five days after written notice of the nonpayment is given by EMSLLC to Client; or

(ii) If Client defaults in the due performance or satisfaction of any material covenant under this Agreement and fails to remedy such default within 30 days of receipt by Client of written notice from EMSLLC of such default.

(d) Termination for Bankruptcy. Either Party may terminate this Agreement immediately upon the occurrence of a Bankruptcy Event affecting the other Party by providing written notice to the other Party.

(e) Effect of Termination. Upon expiration or termination of this Agreement for any reason: (i) Client will pay EMSLLC all Fees accruing through the date of termination; (ii) EMSLLC shall have no further obligation to Client or any Authorized User under this Agreement or otherwise; and (iii) all Use of the System by Client and all Authorized Users shall immediately terminate. Notwithstanding the foregoing, Client or Authorized Users may export Client Data prior to the termination date.

(f) Termination of Authorized User. Either of Client or EMSLLC may, immediately upon notice to the other Party, terminate any Authorized User or End User for violation of the T&Cs.

8. Warranty, Limitations.

(a) Warranty. EMSLLC warrants that it will use commercially reasonable care in making the System available for Use and in performing any other services to be provided by EMSLLC under this Agreement.

(b) "AS IS, WHERE IS". EXCEPT AS PROVIDED IN SECTION 8(a), THE PARTIES ACKNOWLEDGE AND AGREE THAT THE SYSTEM IS BEING PROVIDED "AS IS, WHERE IS" AND CLIENT BEARS COMPLETE AND SOLE LIABILITY FOR CLIENT'S USE OF AND RELIANCE ON THE SYSTEM, EVEN IF SUCH USE OR RELIANCE WERE TO PRODUCE INCORRECT INFORMATION OR ERRONEOUS RESULTS.

(c) Voidance of Warranty. THE WARRANTY SET FORTH IN SECTION 8(a) SHALL BE VOID IF ANY BREACH OF SUCH WARRANTY OR FAILURE OF THE SYSTEM RESULTS FROM CLIENT'S OR AUTHORIZED USERS' MODIFICATIONS TO THE SYSTEM OR IMPROPER USE OF THE SYSTEM.

(d) Disclaimer of Warranties. EXCEPT FOR THE WARRANTY PROVIDED IN SECTION 8(a), EMSLLC HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, DESIGN, CONDITION, CAPACITY AND PERFORMANCE.

(e) Limitation of Remedies. CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION OR OTHER TORTS, SHALL BE LIMITED TO THE REPAIR OF THAT PORTION OF THE SYSTEM THAT DOES NOT MEET THE WARRANTY. FOR ALL CAUSES OF ACTION OR CLAIMS FOR WHICH REPAIR OF THE SYSTEM IS NOT POSSIBLE, EMSLLC'S AGGREGATE LIABILITY FOR DAMAGES SHALL NOT EXCEED 90 TIMES THE AVERAGE DAILY CHARGE. EMSLLC SHALL NOT BE LIABLE TO CLIENT, ANY AUTHORIZED USER OR ANY THIRD PARTY FOR ANY OTHER DAMAGES, REGARDLESS OF WHETHER EMSLLC KNEW OR

SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF.

(f) Acknowledgment. Client and EMSLLC expressly acknowledge that the limitations and remedy contained in this section 8 represent their express agreement with respect to the allocation of risks between them as related to the amount of the consideration each is to receive under this Agreement, and each of Client and EMSLLC fully understands and irrevocably accepts such limitations and remedy.

(g) Force Majeure. EMSLLC shall not be liable to Client for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by a Force Majeure Event. If a Force Majeure Event occurs, EMSLLC shall be excused from further performance or observance of the obligations so affected for as long as the Force Majeure Event remains in place. Client shall continue to pay all Fees due under this Agreement upon the occurrence of any Force Majeure Event unless the Force Majeure Event continues for more than ten business days, in which event the obligation of Client to pay such amounts shall be suspended until such time as the Force Majeure Event ends and services are resumed or this Agreement is terminated.

9. General.

(a) Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered in person, by facsimile or sent by registered mail, charges prepaid, to the address set forth above or such address as Party may provide in writing to the other Party.

(b) Relationship of the Parties. The relationship established between the Parties by this Agreement during its Term shall be solely that of vendor and vendee. Under no circumstances shall the contractual relationship between the Parties be deemed or construed as one of agency, partnership, joint venture, employment or otherwise, except for the vendor/vendee relationship.

(c) Severability. If any provision shall be held to be invalid or unenforceable for any reason, the Parties agree that such invalidity or unenforceability shall not affect any other provision of this Agreement, the remaining provisions shall remain in full force and effect and any court of competent jurisdiction may so modify the objectionable provision as to make it valid and enforceable.

(d) Assignment. Neither Party may assign or transfer any of its Rights or obligations under this Agreement, whether in whole or in part, without the prior written consent of the other Party; provided, however, that EMSLLC may assign this Agreement to any third party that acquires all or substantially all of the assets or business operations of EMSLLC by purchase, merger or otherwise.

(e) Survival. In addition to those provisions hereof which, by their terms, provide for survival following the termination of this Agreement, the provisions of sections 5, 6, 7(e), 8 and 9 shall survive the termination of this Agreement.

(f) Entire Agreement. This Agreement, the T&Cs and the Schedules attached hereto constitute the entire agreement between the Parties and supersede all prior agreements, understandings and arrangements between the Parties with respect to the subject matter thereof. Any additional or different terms or conditions in a Party's or any Authorized User's purchase orders, quotations, acknowledgments, invoices, licenses or other communications to the other Party, whether or not such terms or conditions materially alter this Agreement, shall (a) be deemed objected to by the other Party without need for further notice of objection, (b) be of no force or effect and (c) not, in any circumstance, be binding upon the other Party unless expressly accepted by the other Party in writing.

(g) Compliance with Applicable Laws. In carrying out its obligations and responsibilities under this Agreement, each Party agrees to observe and comply with all Laws.

(h) Governing Law; Venue. This Agreement shall be construed, interpreted and enforced in accordance with, and the respective Rights and obligations of the Parties shall be governed by, the Laws of the State of Wisconsin without regard to the principles of conflicts of law, and each Party hereby irrevocably and

unconditionally submits to the jurisdiction of the state and federal courts of Wisconsin.

(i) Waiver. The failure of any Party to insist, in any one or more instances, upon the performance of any term or condition of this Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder or the future performance of such term or condition.

(j) Priority. The attached Schedules form part of this Agreement. If there is any apparent conflict or inconsistency between the provisions set forth in the body of this Agreement and the provisions set forth in any Schedule, the provisions set forth in the Agreement shall prevail.

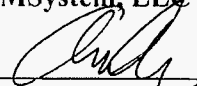
(k) Remedies. Each Party shall be entitled to exercise any legal, equitable or other rights or remedies to which it is entitled, including, without limitation, the right to obtain injunctive relief or specific performance with respect to the violation of any term or condition of this Agreement. Each such remedy shall be cumulative and not exclusive.

Client: LEE COUNTY BOCC

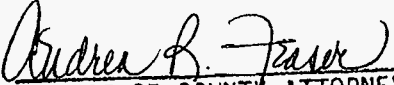
By: 

DATE: 5/2/06

EMSystem, LLC

  
Andy Nunemaker, CEO

APPROVED AS TO FORM

  
OFFICE OF COUNTY ATTORNEY

## Schedule I

Definitions

"Authorized User" means a health care provider, health department or other entity authorized by Client to Use the System to coordinate emergency services and health information in the Territory, and any employee of Client or an Authorized User whose job function requires Use of the System.

"Bankruptcy Event" means a Party: (i) is dissolved, becomes insolvent, generally fails to pay or admits in writing its inability generally to pay its debts as they become due; or (ii) files a petition in bankruptcy or institutes any action under federal or state law for the relief of dollars or seeks or consents to the appointment of an administrator, receiver, custodian or similar official for the wind-up of its business (or has such a petition or action filed against it and such petition, action or appointment is not dismissed or stayed within 30 days).

"Client Data" means data input by Client or Authorized Users into the System and derivative data resulting from the processing of such input data by the System.

"Commencement Date" means the date EMSLLC notifies Client that Authorized Users may begin to Use the System.

"Contact Person" means a person qualified by education and training to use and understand the applicable User Equipment and the System.

"Damages" means any indirect, incidental or consequential damages, including, without limitation, lost profits or any other obligations or liabilities, including, but not limited to, obligations or liabilities arising out of breach of contract or warranty, negligence or other tort or any theory of strict liability, sustained or incurred by Client or any Authorized User or third party and including attorney's fees with respect to Use of or inability to Use the System or the acts or omissions of EMSLLC.

"EMSLLC Confidential Information" means (i) all information of EMSLLC marked "confidential," "restricted," "proprietary" or with a similar designation; (ii) the Software; (iii) know-how, technical information, data or other proprietary information relating to the System; (iv) all source codes, object codes, software programs, computer processing systems and techniques employed or used by EMSLLC; (v) any related items such as specifications, layouts, flow charts, manuals, instruction books and training materials, programmer, technical and user documentation, and any and all upgrades, enhancements, improvements or modifications to the foregoing; and (vi) the terms and conditions of this Agreement; provided, however, that EMSLLC Confidential Information shall not include information that (i) was in the public domain at the time of disclosure; (ii) after disclosure is published or otherwise becomes part of the public domain through no fault of Client; or (iii) was received by Client from a third party who had a lawful right to disclose such information to Client.

"Equipment" means the computers and other hardware (including, but not limited to, operating systems and other software residing on such hardware) which is operated or under the control of EMSLLC and used by EMSLLC in connection with the operation of the Software, and all replacements and modifications thereof.

"Fee" means any amount due under this Agreement, including those fees set forth on Schedule 2.

"Force Majeure Event" means (i) fire, flood, earthquake, elements of nature or acts of God, (ii) acts of vandalism or terrorism (electronic or otherwise), (iii) riots, civil disorders or revolutions, (iv) strike or other significant labor disruption, (v) nonperformance by a third party, (vi) any failures or fluctuations in telecommunications systems, lines or other Equipment or (vii) any other cause beyond the reasonable control of EMSLLC.

"Implementation Services" means services performed prior to the Commencement Date to adapt, at the written request of Client, the preferences in each Module; provided, however, that EMSLLC shall not be obligated to perform any Implementation Services.



"Law" means all applicable state, federal and local laws, rules and regulations.

"Module" means a module of the Software as described on Schedule 2.

"Rights" means all right, title and interest in and to the Software, including all intellectual property rights, know-how and System design and functionality.

"Software" means (i) the EMSYSTEM® software and all related documentation; (ii) any patents, copyrights, trade secrets, engineering and technical data, knowledge, experience, know-how, expertise and proprietary or other information possessed by EMSLLC relating to the design, development, sale and use of the EMSYSTEM® software or the documentation, including, but not limited to, specifications, test procedures, operation and maintenance manuals and all other proprietary information relating, directly or indirectly, to the EMSYSTEM® software; (iii) documentation, (iv) any revision, modification, translation, abridgment, condensation, expansion, collection, compilation or other form in which the EMSYSTEM® software and documentation may be recast, transformed, posted or adopted, regardless of whether it qualifies as a derivative work under U.S. copyright law and regardless of whether EMSLLC created it; and (v) any and all modifications to the Software.

"System" means the modules of the Software set forth on Schedule 2, as amended from time to time, and the Equipment.

"Term" has the meaning set forth in section 7.

"T&Cs" means the terms and conditions of use of EMSYSTEM® as published on the EMSYSTEM® and as amended from time to time at EMSLLC's sole discretion.

"Training Services" means any training in the Use of the System that EMSLLC makes available to Client and Authorized User employees.

"Use" means to access the Equipment, view the Software and enter Client Data into the System.

"User Equipment" means the hardware, software and communications lines or capabilities that may be necessary for Client or any Authorized User to Use the System.

**Schedule 2****Modules, Services and Fees**

This Schedule 2 contains all modules and services available to a Client. An "X" in the left column indicates a service that will be provided under the terms of this agreement for the term specified below:

*Region: Counties of Charlotte, Collier, Desoto, Glades, Hendry, Highlands, Lee, Okeechobee, and Sarasota in the State of Florida.*

*Number of individuals in the Region using the most current population figures on [www.census.gov](http://www.census.gov): 1539885*

*Term: From: 2/1/2006 To: 1/31/2006*

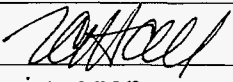
"X" indicates services provided to Client.	Module or Services Name	Description	When furnished to Authorized Users (Subject to the Agreement terms)	Fees per Unit	Total Fees:	Invoice Frequency
<input checked="" type="checkbox"/>	<b>Hospital Emergency Department Status Tracking ("ED Status Tracking")</b>	Tracks a single status of an emergency department or hospital (such as "open" or "closed").	24 x 7	\$0.04/capita	\$61,595.40	Prior to the Commencement Date and annually thereafter
<input type="checkbox"/>	<b>Daily Bed Tracking</b>	Track up to 10 hospital-wide bed categories on a 24x7 basis		\$0.04/capita		Prior to the Commencement Date and annually thereafter
<input checked="" type="checkbox"/>	<b>Standard Mass/multi casualty incident event management.</b>	Tracks the status of 3 standard triage categories (Red, Yellow, and Green) during a mass casualty incident	During a Standard Mass Casualty Incident	Included in the Fees for the ED Status Tracking or Daily Bed Tracking Modules		
<input checked="" type="checkbox"/>	<b>Advanced Mass/multi casualty incident event management.</b>	Tracks the status of 7 additional standard triage categories (Black and 6 others) during a mass casualty incident.	During an Advanced Mass Casualty Incident	Included in the Fees for the ED Status Tracking or Daily Bed Tracking Modules		
<input checked="" type="checkbox"/>	<b>Event-based bed tracking</b>	Tracks the availability of up to 10 categories of hospital beds.	Immediately following a Mass Casualty Event or National Disaster, or during a public health emergency, such as an influenza outbreak.	Included in the Fees for the ED Status Tracking or Daily Bed Tracking Modules		

"X" indicates services provided to Client.	Module or Services Name	Description	When furnished to Authorized Users (Subject to the Agreement terms)	Fees per Unit	Total Fees:	Invoice Frequency
<input checked="" type="checkbox"/>	<b>National Disaster Medical System (NDMS) Bed Reporting</b>	Tracks all then-current NDMS hospital bed categories. (Does not include submission of the data to NDMS or others.)	During a National Disaster	Included in the Fees for the ED Status Tracking or Daily Bed Tracking Modules		
<input type="checkbox"/>	<b>EMS → Hospital messaging (patient notification).</b>	Configure up to 40 data elements between Authorized Users relating to patients being transported. MAY NOT be used to send patient identifiable data.	24 x 7	\$0.015/capita		Prior to the Commencement Date and annually thereafter
<input type="checkbox"/>	<b>General User &amp; Hospital Messaging</b>	Configure up to 5 standard (by Region) messages to one or multiple Authorized Users.	24 x 7	\$0.015/capita		Prior to the Commencement Date and annually thereafter
<input type="checkbox"/>	<b>Timed hospital data collection</b>	Configure up to 5 standard (by Authorized User) forms, each containing up to 40 questions, to one or multiple Authorized Users at intervals as selected by the sending Authorized User.	24 x 7	\$0.015/capita		Prior to the Commencement Date and annually thereafter
<input checked="" type="checkbox"/>	<b>Implementation Services</b>	Implementation Services furnished to Client	Up to 10.00 hours of services provided prior to the Commencement Date	\$10,000.00	\$10,000.00	

"X" indicates services provided to Client.	Module or Services Name	Description	When furnished to Authorized Users (Subject to the Agreement terms)	Fees per Unit	Total Fees:	Invoice Frequency
<input checked="" type="checkbox"/>	<b>Initial Training Services</b>	Training Services furnished to Contact Persons.	8.00 hours of Web-based training furnished prior to the Commencement Date and at Client's designated site.	Included in the Fees for the ED Status Tracking or Daily Bed Tracking Modules		
<input type="checkbox"/>	<b>Additional Training Services</b>	Training Services (describe here)	(describe here)	\$150.00/hr		Monthly
<input type="checkbox"/>	<b>Consulting Services</b>	(describe here)	(describe here)	\$150.00/hr		Monthly
	<b><u>Total Fees:</u></b>				\$71,595.40	

ACCEPTED AND AGREED THIS 2 DAY OF May, 2006

CLIENT:  
LEE COUNTY BOCC

BY   
 Its Chairwoman

EMSYSTEM, LLC

BY   
 Its CEO

**APPROVED AS TO FORM**

  
 OFFICE OF COUNTY ATTORNEY