

**ADDENDUM TO SERVICES AGREEMENT BETWEEN THE VILLAGE OF
WESTMONT AND FIRE RECOVERY USA, LLC REGARDING
BILLING SERVICES IN CONNECTION WITH MOTOR VEHICLE AND
OTHER EMERGENCY INCIDENTS WHEN THE WESTMONT FIRE
DEPARTMENT RESPONDS**

This Agreement is made this ___ day of _____, 2016 by and between Fire Recovery USA, LLC ("Fire Recovery" or, "Company") and the Village of Westmont, Illinois, an Illinois municipal corporation with offices at 31 W. Quincy, Westmont, Illinois 60559, ("Village");

WHEREAS, the Village previously retained Fire Recovery to provide billing services for calls for emergency responsive service by the Westmont Fire Department;

WHEREAS, the Company is willing to perform these services for the compensation and in accordance with the terms and conditions described in both this addendum and the original Services Agreement entered into on or about May 12, 2016;

NOW, THEREFORE, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

Additional Terms and Conditions

Amendment

This addendum will not be subject to amendment unless made in writing and signed by all parties.

Assignment

The Company will not assign or subcontract any portion of this Agreement, unless the Village agrees to the assignment or subcontract in writing. Any assignment will not relieve the Company from its obligations or change the terms of this Agreement.

The Company will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub-companies.

Indemnification

To the fullest extent of the law, Company will defend, hold harmless, and indemnify the Village, their corporate authorities, trustees, officers, directors, agents and employees from and against any all injury, loss, property damage, breach, judgment, lien, claim, suit, liability, action, cause of action, demand, expense, cost or other liability of any character (including reasonable attorney's fees) arising in whole or in part, relating

to or resulting from Company's installation and use of a utility/application they installed on the Village computer servers to access the data needed to perform the agreed-upon billing services.

Further, Company guarantees, holds harmless and indemnifies the Village as stated above from any and all security breaches caused wholly or partially by Company's utility/application or any use of the utility/application which Company installed on the Village servers whether said security breach was found emanating from Company's own server or from Company's installation and/or use of their utility on the Village servers.

Protected Information

Company will follow established billing industry guidelines, including those established by the Health Care Financing Association ("HCFA"), The Centers for Medicare and Medicaid Services ("CMS")-an agency of the U.S. Department of Health and Human Services, as well as comply with the Health Insurance Portability and Accountability Act ("HIPAA") and any other governmental programs applicable to billing services.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

Fire Recovery USA, LLC

Village of Westmont

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____