



SYSTEM AND SERVICES AGREEMENT BETWEEN BROWARD COUNTY AND IDEACOM HEALTHCARE COMMUNICATIONS OF FLORIDA, INC.

This System and Services Agreement (the "Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and IDEACOM Healthcare Communications of Florida, Inc., a Florida corporation ("Provider") (collectively, County and Provider are referenced as the "Parties").

RECITALS

A. County conducted a competitive solicitation for a Real Time Location Solution System via Request for Proposals (RFP) No. TEC 2116974P1 to obtain a real-time location solution system that provides patient bed management and other functions for its Broward Addiction Recovery Division ("BARC").

B. On January 28, 2019, the County Administrator approved the final ranking identifying Provider as the first-ranked firm to the solicitation.

C. Pursuant to this Agreement, Provider will provide County with all necessary software, hardware, and services, including ongoing support and maintenance services, for a fully integrated, real-time location solution to be utilized by BARC and as set forth in this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1. Board means the Board of County Commissioners of Broward County, Florida.
- 1.2. Business hours or business day means 8:00 a.m. to 4:45 p.m. Eastern Time during weekdays that are not County holidays and on which County has not otherwise declared its offices closed.
- 1.3. Contract Administrator means the Director of BARC, or such person's successor as designated by County in writing.
- 1.4. Documentation means all manuals, user documentation, specifications, and other related materials pertaining to the System and other hardware and software that Provider customarily furnishes to purchasers of the System.
- 1.5. Equipment means the hardware identified in Exhibit A, being provided to County under this Agreement.
- 1.6. Notice to Proceed means a written authorization to proceed with the project, phase, or task, issued by the Contract Administrator.

1.7. Purchasing Director means the Broward County Purchasing Director as appointed by the Broward County Administrator.

1.8. Services means all required installation, integration, programming, configuration, customization, and enhancements of the System, together with necessary and appropriate consulting, training, and project management services, to meet County's ongoing needs in connection with the System, as further specified in Exhibit A.

1.9. Software means all proprietary or third-party software or other intellectual property and any embedded software and firmware incorporated in the Equipment or customarily provided by Provider to purchasers of the Equipment, including the Documentation for same, provided or licensed to County or third-party users under this Agreement, including the computer programs (in machine readable object code form) listed in Exhibit A and any subsequent updates, upgrades, releases, or enhancements thereto developed by Provider during the term of this Agreement.

1.10. Support and Maintenance Services means the maintenance and support required to maintain optimal performance of the System as described in the Documentation and Exhibit C, as well as the support and maintenance services required for County to achieve and maintain optimal performance of the System.

1.11. System means the Software, Equipment, and other property identified in Exhibit A being provided to County under this Agreement.

ARTICLE 2. EXHIBITS

The following exhibits are attached and incorporated into this Agreement:

Exhibit A	Statement of Work
Exhibit B	Payment Schedule
Exhibit C	Support and Maintenance Services
Exhibit D	Insurance Coverages
Exhibit E	Work Authorization Form
Exhibit F	Business Associate Agreement

If there is a conflict or inconsistency between any provision contained in Articles 1 - 14 and any provision contained in any of the Exhibits, the provision of Articles 1 - 14 shall prevail and be given effect unless expressly stated to the contrary.

ARTICLE 3. SCOPE OF SERVICES & SOFTWARE LICENSE

3.1. Scope of Services. Provider shall complete all Services required in this Agreement inclusive of the Exhibits. Unless stated otherwise in this Agreement, the work required of Provider includes all labor, materials, and tasks, whether or not enumerated in the Agreement, that are such an inseparable part of the work expressly stated in the Agreement that exclusion thereof would render Provider's performance impractical, illogical, or unconscionable.

3.2. Support and Maintenance Services. For the duration of the Agreement, Provider shall provide Support and Maintenance Services to ensure the proper functioning and optimal performance of the System as set forth in the Documentation pursuant to the terms of Exhibit C. For the first year following Final Acceptance, all Support and Maintenance Services for the Software and System are included at no additional cost. For subsequent years, Support and Maintenance Services shall be invoiced and paid in accordance with the Payment Schedule set forth in Exhibit B.

3.2.1. Updates, Upgrades, and Releases. For the duration of this Agreement, Provider shall promptly provide to County, with advance notice and at no additional cost (except as set forth in this paragraph), any and all updates (including error corrections, bug fixes, security updates, and patches), upgrades, or new releases to the Software, including all that Provider has made available to other licensees of all or part of the Software licensed under this Agreement. All such updates, upgrades, and new releases shall remain the sole property of Provider and shall be deemed to be included within the scope of the license granted under this Agreement. If County requests that Provider perform the installation of any Software updates, upgrades, or releases, Provider may invoice County for the installation of any such updates, upgrades, or releases, provided the Parties agree in writing to the fees for such services prior to commencement of the installation.

3.2.2. Compatibility. For the full term of this Agreement, Provider will ensure the continued compatibility of the Software and System with all major releases, updates, or upgrades of any third-party software used by County for access or operation of the System. In the event Provider is not able to support any third-party software update, upgrade, or new release that is not backward compatible with the Software or System, Provider shall use all reasonable efforts to resolve such issues and to provide optimal functionality of the Software and System in accordance with this Agreement. If Provider is unable to provide continued optimal functionality of the Software and System in accordance with this Agreement due to any third-party software release, update, or upgrade, County shall be entitled to terminate the Agreement upon written notice with no further obligation to Provider, Provider shall refund to County, pro rata, any prepaid Support and Maintenance Services fees that County paid to Provider from the date of County's notice that the Software or System was not compatible as required by this section, and Provider shall have no further obligations under this Agreement except for those that specifically survive termination of this Agreement.

3.2.3. Software Enhancements or Modifications. If requested by County, Provider shall incorporate certain features and enhancements into the licensed Software. Any such request shall be formalized into a Statement of Work that shall define in detail the services to be performed, the financial terms, and the proposed project staffing and schedule. Any such Statement of Work shall be incorporated into a Work Authorization, to the extent permitted by Section 3.4 below, or an amendment to this Agreement.

3.3. License. Provider grants to County a perpetual, royalty-free, nonexclusive license to the Software and System, including to any software embedded in or provided with the Equipment,

with no geographical limitations, for an unlimited number of users. This license grant is for use solely for County governmental and business purposes, including on- and off-site access and use of the Software and System by County, including those persons or entities with which County may contract to operate the System or components thereof, and for the benefit of and use by all governmental entities within County, including the offices of the County constitutional officers. County may use the Software and System only at the Project Sites identified in Exhibit A, and only as expressly permitted in this Agreement. County must use the Software and System (a) only in a manner and for the purposes for which the Software and System was designed, and (b) only on County's own servers and database (except as set forth in Section 3.3.2).

3.3.1 Authorized Users and Additional Licenses. Unless otherwise stated in Exhibit A (Statement of Work), County and any of its employees, agents, or suppliers of services shall have the right to concurrently operate and use the System for County governmental or business purpose. County shall have unlimited use of the Software at the Project Sites identified in Exhibit A. If additional licenses are required, County's Purchasing Director is authorized to execute a Work Authorization (Exhibit E) to purchase additional licenses for the fee specified in Exhibit B (Payment Schedule).

3.3.2 Additional Uses. County may, if required by reason of an emergency, disaster, or operational need, or for testing of recovery resources, temporarily use the Software on recovery resources at no additional cost, including recovery resources that may not be owned by County. County may, at no additional cost, copy the Software for backup and archiving purposes for the purposes of support or maintenance by County or others hired by County to provide such support or maintenance. County may, at no additional cost, utilize a hosted environment, including without limitation through a third-party hosting provider, for all otherwise permitted uses of the Software.

3.3.3 Prohibited Uses. Except as otherwise provided in this Agreement or required under Florida law, County shall not reproduce, publish, or license the Software to others. County shall not modify, reverse engineer, disassemble, or decompile the Software or any portion thereof, except (a) to the extent expressly authorized in Exhibit A, in which event such authorized actions shall be deemed within the license grant of Section 3.3, or (b) to the extent permitted under any applicable open source license.

3.4. Change of Scope Procedures. Provider acknowledges that Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Agreement except as expressly provided in this Agreement. To the extent any goods or services under this Agreement, or the quantity thereof, are optional ("Optional Services"), County may select the type, amount, and timing of such goods or services under a Work Authorization (Exhibit E) executed by Provider and County under this section or a Purchase Order (for equipment only), and provided that no such selection, when combined with those goods or services required under the Agreement, would result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in the Agreement, Work Authorizations for Optional Services under this section shall

be executed on behalf of County as follows: the Contract Administrator may execute Work Authorizations for which the total cost to County in the aggregate is less than \$50,000.00; the Purchasing Director may execute Work Authorizations for which the total cost to County in the aggregate is within the Purchasing Director's delegated authority; any Work Authorizations above the Purchasing Director's delegated authority shall require Board approval. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Provider shall not commence work on any Work Authorization until after receipt of the applicable Notice to Proceed.

3.5. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Provider to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority under this Agreement in connection with the day-to-day management of this Agreement. The Contract Administrator may approve in writing minor modifications to the Scope of Services provided that such modifications do not increase the total cost to County or waive any rights of County.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. The Agreement shall become effective on the date it is fully executed by the Parties (the "Effective Date"). The initial term of the Agreement shall be for a period of three (3) years from the date of Final Acceptance (the "Initial Term").

4.2. Extensions. County shall have the option to renew this Agreement for up to two (2) additional one (1) year terms by sending notice of renewal to Provider at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise this renewal option. In the event that unusual or exceptional circumstances, as determined in the reasonable discretion of the Purchasing Director, render the exercise of an extension not practicable or if no extension is available and expiration of this Agreement would result in a gap in the provision of services necessary for the ongoing operations of County, then this Agreement may be extended on the same terms and conditions by the Purchasing Director for period(s) not to exceed three (3) months in the aggregate.

4.3. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year shall be subject to both the appropriation and the availability of funds, in accordance with Chapter 129, Florida Statutes. In the event of nonpayment of amounts owed due to lack of appropriation and availability of funds, Provider reserves the right to suspend services.

4.4. Delivery. Provider shall deliver to County the Equipment and Documentation via inside delivery at the address provided by County within a mutually agreed upon time frame to be established by the Parties during Phase 2 (see Exhibit A). Transportation cost and risk, and the cost of delivery (including lift gate services and depalletization), assembly and installation, including any applicable taxes and all actions necessary to integrate the Equipment into County's

existing system, shall be the responsibility of Provider, except to the extent (if any) expressly provided in Exhibit A.

4.5. Timetable. If the System fails to achieve Final Acceptance within ten (10) months from County’s written issuance of the Notice to Proceed, County shall have the option to terminate the Agreement by written notice from its Contract Administrator, in which event Provider shall, within thirty (30) days, pick up the System at Provider’s expense. In the event of termination for failure to achieve Final Acceptance, County will have no further obligation to Provider and Provider will not be entitled to payment for services rendered other than the payment milestones (set forth in Exhibit B) successfully completed through the date of termination for failure to achieve Final Acceptance. For purposes of this paragraph, any delays caused by County prior to Final Acceptance shall extend the Final Acceptance deadline by the same number of days as the delay caused by County.

4.6. Time is of the essence for all performance required under this Agreement.

ARTICLE 5. COMPENSATION

5.1. For the duration of the Agreement, County will pay Provider in accordance with Exhibit B up to the following maximum amount(s):

Services/Goods	Term	Not-To-Exceed Amount
Equipment, Software, System, and Services in accordance with Exhibit A	Initial Term	\$527,366.00
Support and Maintenance Services in accordance with Exhibit C	Initial Term	\$44,350.00
Support and Maintenance Services in accordance with Exhibit C	Total for all renewal terms	\$44,350.00
TOTAL NOT TO EXCEED		\$616,066.00

Payment shall be made only for work actually performed and completed under this Agreement or as otherwise set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Provider as full compensation for all such work. Provider acknowledges that the amounts set forth herein are the maximum amounts payable for the respective terms and constitute a limitation upon County’s obligation to compensate Provider for its work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Provider’s obligation to perform all items of work required under this Agreement. Unless otherwise expressly stated in this Agreement, Provider shall not be reimbursed for any expenses it incurs under this Agreement.

5.2. Method of Billing and Payment

5.2.1. Invoices. Provider may submit invoices only for goods provided and services completed in accordance with the Payment Schedule set forth in Exhibit B. Unless otherwise indicated in Exhibit B, an original plus one copy of each invoice must be submitted within fifteen (15) days after the end of the month for which payment is sought, except that the final invoice must be submitted no later than sixty (60) days after all services are completed. Provider shall submit with each invoice a Certification of Payments to Subcontractors and Suppliers on the form provided by County, as may be modified in County's reasonable discretion. If applicable, the certification shall be accompanied by a copy of the notification sent to each subcontractor and supplier listed in item 2 of the certification form, explaining the good cause why payment has not been made. Unless otherwise stated in Exhibit B or the applicable Work Authorization, any Optional Services shall be invoiced in accordance with the existing invoicing schedule for any like goods or services provided under this Agreement, including (if applicable) invoiced pro rata for the initial invoice period.

5.2.2. Payments. County shall pay Provider within thirty (30) days of receipt of Provider's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49). Payment shall be made to Provider at the most recent address designated under the "Notices" provision of this Agreement. To be deemed proper, an invoice must comply with all requirements set forth in this Agreement and must be submitted pursuant to any instructions prescribed by the Contract Administrator. County shall have the right to withhold payment of the invoice based on Provider's failure to comply with any material term, condition, or requirement of this Agreement, provided that the amount withheld is reasonably proportionate to the damage incurred by County as a result of Provider's failure to comply. The Parties agree that any amounts so withheld shall not be subject to payment of any interest by County.

5.2.3. Unless a shorter period is required under applicable law or under the applicable contract, Provider shall pay its Certified Business Entity ("CBE") subcontractors and suppliers within fifteen (15) days following receipt of payment from County and shall pay all other subcontractors and suppliers within thirty (30) days following receipt of payment from County.

5.3. Travel. With respect to travel costs and travel-related expenses, Provider agrees to adhere to Section 112.061, Florida Statutes, except to the extent, if any, that Exhibit B expressly provides to the contrary. For the services set forth in the Statement of Work (Exhibit A), all travel costs are included within the fees set forth in Exhibit B and approved by County. County shall not be liable for any such expenses that have not been approved in advance, in writing, by County, for any future travel costs incurred by Provider for the duration of this Agreement.

5.4. Fixed Pricing. Prices set forth in Exhibit B shall remain firm and fixed for the term of the Agreement. If County seeks to purchase any additional hardware and software after Final Acceptance, Provider will offer such items at the then-current pricing schedule, to be provided by Provider upon request by County, at a minimum 47.5% discount off the list price. However, Provider may offer incentive or volume discounts to County at any time.

ARTICLE 6. WARRANTIES

6.1. Ownership and License Rights. Provider represents and warrants that it is the owner of all right, title, and interest in and to the Equipment and other property being sold to County under this Agreement, that it has the right to sell such Equipment and other property to County, and that such sale is free and clear of any lien or interest of any other person or entity. Provider further represents and warrants that it has the right to grant to County the rights and the licenses granted under this Agreement as to the Software and System. Provider warrants that it has not knowingly granted rights or licenses to any other person or entity that would restrict rights and licenses granted hereunder, except as may be expressly stated herein. County may use the Software in accordance with the Documentation subject to any limitations set forth in this Agreement.

6.2. System Warranty. For the full term of this Agreement, Provider represents and warrants to County that the Software and System will perform substantially as described in the Documentation and in the Statement of Work (Exhibit A). This warranty does not cover any failure of the Software or System resulting from (a) use of the System in a manner other than that for which it was intended, as set forth in the Documentation or Provider's written instructions; (b) any modification of the Software or System by County, including installation of upgrades, updates, or new releases, that is not pursuant to the Documentation or authorized by Provider in writing; (c) County's provision of improperly formatted data to be processed through the System; (d) malfunction in any computer hardware or software or system files not provided or controlled by Provider that substantially affects performance of the Software or System; (e) accident or neglect of County that substantially affects performance of the Software or System; (f) power surge or failure at the Project Sites (identified in Exhibit A), unless the power surge or failure at the Project Sites is caused by Provider; (g) any event set forth in Section 14.27 that substantially affects performance of the Software or System; and (h) improper wearing of badges by staff, residents, or visitors, provided the Documentation and the training required under Exhibit A specifically set forth proper badge wearing criteria and procedures.

EXCEPT AS SET OUT IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES OR OTHER REPRESENTATIONS RELATING TO THE SOFTWARE, THE EQUIPMENT, THE SYSTEM OR ITS PERFORMANCE OR WITH RESPECT TO THE DOCUMENTATION. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

6.3. Equipment Warranty. Provider represents and warrants to County that for a period of one (1) year from the Final Acceptance, the Equipment will perform substantially as described in the Documentation and the Statement of Work (Exhibit A), will be free from defects in workmanship and material, and will have all of the qualities and features and be capable of performing all of the functions described in the Documentation and Statement of Work. This warranty shall not cover any failure of the Equipment resulting from (a) use of the Equipment in a manner other than that for which it was intended; or (b) modification of the Equipment by County not authorized by Provider.

6.4. Warranty Regarding Viruses. Provider further represents, warrants, and agrees that the System and any software or firmware provided under this Agreement are free from currently-known viruses or malicious software (at the time the System and any subsequent version thereof is provided to County), and that Provider has and will continue, for the full term of this Agreement, to use commercially reasonable security measures to ensure the integrity of such software and firmware from data leaks, hackers, denial of service attacks, and other unauthorized intrusions.

6.5. Intellectual Property Warranty. Provider represents and warrants that at the time of entering into this Agreement, no claims have been asserted against Provider (whether or not any action or proceeding has been brought) that allege that any part of the System or other property provided to County under this Agreement infringes or misappropriates any patent, copyright, mask copyright, or any trade secret or other intellectual or proprietary right of a third party, and that Provider is unaware of any such potential claim.

6.6. Quality of Performance and Materials. Provider represents and warrants that all work provided under this Agreement will be performed by a person duly qualified and sufficiently experienced to perform such services and, where required, licensed by all appropriate governmental authorities in the applicable area(s). Provider agrees that all work under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall meet or exceed prevailing industry and professional standards for such services. Provider represents and warrants that all materials, Equipment, and products furnished by Provider under this Agreement shall be of good quality and free from defective or inferior workmanship; any items found not to be in conformance with the foregoing and with the Documentation or applicable specifications (if any) in Exhibit A shall be replaced by Provider at no additional cost to County. If requested by County's Contract Administrator, Provider shall develop and utilize a quality assurance plan approved by County to ensure the appropriate quality of the work and materials provided under this Agreement.

6.7. Remedy for Breach of Warranty. In the event of a breach of warranty, and upon County's written notice of the breach to Provider, Provider shall, at no charge to County, correct the warranty breach by either (a) correcting or updating the Software, (b) correcting or replacing the affected Equipment, or (c) providing to County other measures that correct the breach. In addition, upon notice from County of any warranty breach or other error or defect in the System, Provider will immediately provide to County any known reasonable methods of operating the System to eliminate the adverse effects of the warranty breach or other error or defect. Without unreasonable delay and not later than thirty (30) calendar days after Provider's receipt of County's notice of breach, error, or defect, Provider shall cure the breach, error, or defect. If the nature of the breach, error, or defect is such that the cure cannot be completed within thirty (30) calendar days, then Provider may make a written request to the Contract Administrator to extend the cure period. The Contract Administrator will determine in his or her sole discretion whether and to the extent the request is granted. If Provider fails to cure the breach within thirty (30) calendar days, as may be extended by the Contract Administrator, County shall be entitled to cancel the Agreement and receive all amounts paid to Provider for the period subsequent to

County's written notice of breach. In such event, neither party shall have any further obligation under the Agreement except as to any provision that expressly survives the Agreement's termination or expiration. In the event of replacement of any of the Software or Equipment, the Software or Equipment as replaced will be warranted as provided above from the date of installation. The remedies specifically set forth in Section 6.7 are County's sole and exclusive remedies for breach of warranty by Provider unless otherwise provided by law. PROVIDER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES OF ANY SORT, EVEN IF PROVIDER HAS BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, (a) ANY DAMAGES FOR LOST PROFITS, OR (b) ANY DAMAGES RESULTING FROM LOSS OF USE. IN NO EVENT SHALL PROVIDER BE LIABLE TO COUNTY FOR ANY ACTION OR REMEDY BEYOND THOSE DESCRIBED IN THIS SECTION 6.7 FOR A BREACH OF WARRANTY CLAIM.

ARTICLE 7. DELIVERY, TESTING AND ACCEPTANCE

7.1. **Software.** Unless otherwise stated in Exhibit A, Provider shall, within seven (7) days after the Effective Date, make the Software available to County and deliver to County a master copy of the Software licensed hereunder in object code form, suitable for reproduction in accordance with this Agreement, in electronic files unless otherwise requested by County. All County license keys, usernames, and passwords shall be authenticated by Provider and perform according to Exhibit A (Statement of Work).

7.2. **Documentation.** Provider shall deliver copies of the Documentation to County concurrently with delivery of the applicable Equipment and Software, and thereafter shall promptly provide any updated Documentation as it becomes available during the term of this Agreement. Provider represents and warrants that the Documentation is sufficiently comprehensive and of sufficient quality to enable a competent user to operate the applicable portions of the System efficiently and in accordance with Exhibit A. County has the right to copy the Documentation as it deems necessary for its own internal use.

7.3. **Final Acceptance Testing.** Broward County Administrative Code Section 22.148 requires that all applicable software purchases be inspected and tested by County, including verification by its Enterprise Technology Services ("ETS"), prior to final written acceptance of the software and software-related services. Within thirty (30) days following completion of installation and integration of the System, County shall test the System to determine whether the System: (i) properly functions with any applicable operating software; (ii) provides the capabilities stated in this Agreement and the Documentation; and (iii) if applicable, meets the acceptance criteria stated in the Statement of Work (the criteria referenced in (i), (ii), and (iii) are collectively referred to as the "Final Acceptance Criteria"). In the event of a conflict between the Documentation and the acceptance criteria stated in the Statement of Work, the Statement of Work shall prevail. Final payment shall not be made to Provider prior to the written confirmation by the County's Chief Information Officer or his or her designee that the System has successfully passed the Final Acceptance Criteria, and such written confirmation shall constitute "Final Acceptance."

7.3.1. The testing period shall commence on the first business day after Provider informs County in writing that it has completed the Services required to be performed prior to testing and that the System is ready for testing, and shall continue for a period of up to thirty (30) days.

7.3.2. During the testing period, County may notify Provider in writing of any error or defect in the System so that Provider may make any needed modifications or repairs. If Provider so elects in writing, testing will cease until Provider resubmits for Final Acceptance testing, at which time the testing period shall be reset to that of a first submission for testing.

7.3.3. County shall notify Provider in writing of its Final Acceptance or rejection of the System, or any part thereof, within fifteen (15) days after the end of the testing period, as same may be extended or reset. If County rejects the System, or any part thereof, County shall provide notice identifying the criteria for Final Acceptance that the System failed to meet. Following such notice, Provider shall have thirty (30) days to (a) modify, repair, or replace the System or any portion thereof, or (b) otherwise respond to County's notice. If Provider modifies, repairs, or replaces the System or portion thereof, the testing period shall re-commence consistent with the procedures set forth above in this Section 7.3.

7.3.4. In the event Provider fails to remedy the reason(s) for County's rejection of the System, or any part thereof, within ninety (90) days after County's initial notice of rejection, County may elect, in writing, to either accept the System as it then exists or to reject the System and terminate the Agreement or applicable Work Authorization. If County elects to reject the System and terminate the Agreement, County will have no further obligation to Provider and Provider will not be entitled to payment for services rendered other than the payment milestones (set forth in Exhibit B) successfully completed through the date of termination. If County elects to accept the System as it then exists (partial acceptance), Provider shall continue to use its reasonable commercial efforts to remedy the items identified in the applicable notice of rejection. If, despite such continuing reasonable commercial efforts, Provider fails to remedy the issue(s) identified by County within a reasonable time as determined by County, then County shall be entitled to deduct from future sums due under the Agreement the value of the rejected portion of the System as mutually determined by the Parties. If the Parties cannot agree upon such value, County shall have the right to reject the System and terminate the Agreement or applicable Work Authorization on the terms stated above in this paragraph.

ARTICLE 8. PROTECTION OF SOFTWARE AND PROPRIETARY RIGHTS

8.1. County Proprietary Rights. Provider acknowledges and agrees that County retains all rights, title and interest in and to all materials, data, documentation and copies thereof furnished by County to Provider under this Agreement, including all copyright and other proprietary rights therein, which Provider as well as its employees, agents, subconsultants, and suppliers may use only in connection with the performance of Services or Support and Maintenance Services under this Agreement. All rights, title, and interest in and to certain ideas, designs and methods, specifications, and other documentation related thereto developed by Provider and its subconsultants specifically for County (collectively, "Developed Works") shall be and remain the

property of Provider; provided however that County shall have a perpetual, royalty-free, nonexclusive license to use such Developed Works as set forth in Section 3.3.

8.2. Ownership. County acknowledges that all copies of the Software (in any form) provided by Provider are the sole property of Provider. County shall not have any right, title, or interest to any such Software or copies thereof except as expressly provided in this Agreement, and shall take all reasonable steps to secure and protect all Software consistent with maintenance of Provider's proprietary rights therein.

ARTICLE 9. CONFIDENTIAL INFORMATION, SECURITY AND ACCESS

9.1. Public Records Law. As a political subdivision of the State of Florida, County is subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Notwithstanding anything else in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119 shall not constitute a breach of this Agreement.

9.2. Provider Confidential Information. Provider represents that the Software contains proprietary products and trade secrets of Provider. Accordingly, to the full extent permissible under applicable law, County agrees to treat the Software as confidential in accordance with this article. Any other material submitted to County that Provider contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Provider must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Provider as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Provider. Provider shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of the Software or any Trade Secret Materials in response to a records request by a third party.

9.3. County Confidential Information.

9.3.1. All Developed Works, materials, data, transactions of all forms, financial information, documentation, inventions, designs, and methods that Provider obtains from County in connection with this Agreement, that are made or developed by Provider in the course of the performance of the Agreement, or in which County holds proprietary rights, constitute "County Confidential Information."

9.3.2. All County-provided employee information, financial information, and personally identifiable information for individuals or entities interacting with County (including, without limitation, social security numbers, birth dates, banking and financial information, and other

information deemed exempt or confidential under state or federal law) also constitute County Confidential Information.

9.3.3. County Confidential Information may not, without the prior written consent of County, or as otherwise required by law, be used by Provider or its employees, agents, subconsultants or suppliers for any purpose other than for the benefit of County under this Agreement. Neither Provider nor its employees, agents, subconsultants or suppliers may sell, transfer, publish, disclose, display, license, or otherwise make available to any other person or entity any County Confidential Information without the prior written consent of County.

9.3.4. Provider expressly agrees to be bound by and to defend, indemnify and hold harmless County and its officers and employees from the breach of any federal, state or local law by Provider or its employees, agents, subconsultants, or suppliers regarding the unlawful use or disclosure of County Confidential Information.

9.3.5. Upon expiration or termination of this Agreement, or as otherwise demanded by County, Provider shall immediately turn over to County all County Confidential Information, in any form, tangible or intangible, possessed by Provider or its employees, agents, subconsultants, or suppliers.

9.4. Maintenance of Confidential Information. Each party shall advise its employees, agents, subconsultants, and suppliers who receive or otherwise have access to the other party's Confidential Information of their obligation to keep such information confidential, and shall promptly advise the other party in writing if it learns of any unauthorized use or disclosure of the other party's Confidential Information. In addition, the Parties agree to cooperate fully and provide reasonable assistance to ensure the confidentiality of the other party's Confidential Information.

9.5. Security and Access. Any access by Provider to any aspect of the County's network must comply at all times with all applicable County access and security standards, as well as any other or additional restrictions or standards for which County provides written notice to Provider. Provider will provide any and all information that County may reasonably request in order to determine appropriate security and network access restrictions and verify Provider's compliance with County security standards. If at any point in time County, in the sole discretion of its Chief Information Officer, determines that Provider's access to any aspect of the County's network presents an unacceptable security risk, County may immediately suspend or terminate Provider's access and, if the risk is not promptly resolved to the reasonable satisfaction of the County's Chief Information Officer, may terminate this Agreement or any applicable Work Authorization upon ten (10) business days' notice (including, without limitation, without restoring any access to the County's network to Provider).

9.6. Data and Privacy. Provider shall comply with all applicable data and privacy laws and regulations, including without limitation the Florida Information Protection Act of 2014, Florida Statutes Section 501.171, and shall ensure that County data transmitted or stored in the System is not transmitted or stored outside the continental United States. Provider may not sell, market,

publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 817.568 or Section 817.5685) that Provider may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If and to the extent requested by County, Provider shall ensure that all hard drives or other storage devices and media that contained County data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

9.7. Remote Access. Any remote access by Provider must be secure and strictly controlled with current industry standards for encryption (e.g., Virtual Private Networks) and strong passphrases. For any device Provider utilizes to remotely connect to County's network, Provider shall ensure the remote host device is not connected to any other network while connected to County's network, with the exception of personal networks that are under Provider's complete control or under the complete control of a user or third party authorized in advance by County in writing. Provider shall not use an open, unencrypted third party provided public WiFi network to remotely connect to County's network. Equipment used to connect to County's networks must: (a) utilize antivirus protection software; (b) utilize an updated operating system, firmware, and third party-application patches; and (c) be configured for least privileged access. Should Provider exceed the scope of remote access necessary to provide the required services under this Agreement, as determined in County's sole discretion, County may suspend Provider's access to County's network immediately without notice. Provider must utilize, at a minimum, industry standard security measures, as determined in County's sole discretion, to safeguard County data that resides in or transits through Provider's internal network from unauthorized access and disclosure.

9.8. Software Installed in County's Network. Provider shall advise County of any third-party software (e.g., Java, Adobe Reader/Flash, Silverlight) required to be installed and all versions supported. Provider shall support updates for critical vulnerabilities discovered in applicable third-party software. Provider shall ensure that the Software is developed based on industry standards and best practices, including following secure programming techniques and incorporating security throughout the software-development life cycle. Provider must develop and maintain the Software to operate on County-supported and approved operating systems and firmware versions. Provider must mitigate critical or high-risk vulnerabilities to the Provider Platform as defined by Common Vulnerability and Exposures (CVE) scoring system within 30 days of patch release. If Provider is unable to apply a patch to remedy the vulnerability, Provider must notify County of proposed mitigation steps to be taken and timeline for resolution. Provider shall ensure the Software provides for role-based access controls and runs with least privilege access. Provider shall support electronic delivery of digitally signed upgrades from Provider's or the third-party licensor's website. Provider shall enable auditing by default in software for any privileged access or changes. The Software must not be within three (3) years from Software's end of life date. Provider shall regularly provide County with end-of-life-schedules for all applicable Software. Provider will support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards, whichever is higher,

for confidential data at rest. Provider will use transport layer security (TLS) 1.1 or current industry standards, whichever is higher, for data in motion. Provider must support logging capabilities of patient record access, administrative and user logons, and failed logon attempts.

9.9. Managed Services; Professional Services; Third-Party Vendors. Provider shall immediately notify County of any terminations or separations of Provider's employees who performed Services to County under the Agreement or who had access to County data, and Provider must ensure such employees' access to County data and network is promptly disabled. Provider shall ensure all Provider's employees with access to County's network via an Active Directory account have signed County's Information Resources User Acknowledgement form prior to accessing County's network. Provider shall provide privacy and information security training to its employees with access the County's network upon hire and at least once annually. If any unauthorized party is successful in accessing any information technology component related to Provider, including but not limited to servers or fail-over servers where County data or files exist or are housed, Provider shall report to County within twenty-four (24) hours of becoming aware of such breach. Provider shall provide County with a detailed incident report within five (5) days after the breach, including remedial measures instituted and any law enforcement involvement. Provider shall fully cooperate with County on incident response, forensics, and investigations into Provider's infrastructure as it relates to any County data or County applications. Provider shall not release County data or copies of County data without the advance written consent of County.

9.10. Equipment Leased or Purchased from Provider. Provider shall ensure that physical security features to prevent tampering are included in any Equipment provided under this Agreement. Provider shall ensure, at a minimum, industry-standard security measures are followed during the manufacture of the Equipment provided under this Agreement. Any Equipment provided under this Agreement shall not contain any embedded remote control features unless approved in writing by County's Contract Administrator. Provider shall disclose any default accounts or backdoors that exist for access to County's network. If a new critical or high security vulnerability is identified, Provider shall supply a patch, firmware update, or workaround approved in writing by County's Contract Administrator within thirty (30) days after identification of vulnerability and shall notify County of proposed mitigation steps taken. Provider must develop and maintain hardware to interface with County supported and approved operating systems and firmware versions. Provider shall make available, upon County's request, any required certifications as may be applicable per compliance and regulatory requirements (e.g., Common Criteria, Federal Information Processing Standard 140). The Equipment must not be within three (3) years from Equipment's end of life date. Provider shall regularly provide County with end-of-life schedules for all applicable Equipment. Provider shall support electronic delivery of digitally signed upgrades of any applicable Equipment firmware from Provider's or the original equipment manufacturer's website.

9.11. Injunctive Relief. The Parties represent and agree that neither damages nor any other legal remedy is adequate to remedy any breach of this article, and that the injured party shall therefore be entitled to injunctive relief to restrain or remedy any breach or threatened breach.

9.12. Survival. The obligations under this Article 9 shall survive the termination of this Agreement or of any license granted under this Agreement.

ARTICLE 10. INDEMNIFICATION AND LIMITATION OF LIABILITY

10.1. Indemnification. Provider shall be fully liable for the actions of its current, former, and future officers, employees, subcontractors, and other agents under this Agreement. Provider shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, employees, and other agents (collectively, "Indemnified Party") from and against any and all lawsuits, causes of action, demands, claims, losses, fines, penalties, damages, judgments, liabilities, and expenditures of any kind, including attorneys' fees, litigation expenses, and court costs (collectively, "Claim"), raised or asserted by any person or entity that is not a party to this Agreement, to the extent such Claim is caused or alleged to be caused by any intentional, reckless, or negligent act or omission of Provider or any current or former officer, employee, subcontractor, or other agent of Provider, arising from, relating to, or in connection with any obligation or performance under this Agreement. In the event any Claim is brought against an Indemnified Party, Provider shall, upon written notice from County, defend each Indemnified Party against each such Claim through counsel reasonably satisfactory to County, but only to the extent such Claim is caused or alleged to be caused by the intentional, reckless or negligent act or omission of Provider or its current or former officer, employee, subcontractor or other agent of Provider. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the County Attorney, in his or her reasonable discretion, any sums due Provider under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been resolved. Any sums so withheld shall not be subject to the payment of interest by County.

10.2. Limitation of Liability. Except for any of County's payment obligations set forth in Exhibit B that are properly due in accordance with the terms of this Agreement, neither Provider nor County shall be liable to the other party for any damages under this Agreement that exceed the largest of the following amounts: (a) \$100,000; or (b) twice the maximum compensation amount specified in Section 5.1. Neither party shall be liable for the other party's special, indirect, punitive, or consequential damages (including damages resulting from lost data or records other than costs incurred in the recovery thereof), even if the party has been advised that such damages are possible, or for the other party's lost profits, lost revenue, or lost institutional operating savings. These limitations of liability shall not apply to (i) any claim related to either Party's breach of obligations set forth in Article 9 ("Confidential Information, Security and Access"), (ii) any Claim resulting from an actual or alleged infringement of any interest in any intellectual property, or (iii) any indemnification obligation under this Agreement.

10.3. Infringement Remedy. If any Equipment, Software, or portion of the System is finally adjudged to infringe, or in Provider's opinion is likely to become the subject of such a Claim, Provider shall, at Provider's option, either: (i) procure for County the right to continue using the applicable portion of the System; (ii) modify or replace the System (in part or in whole) to make it noninfringing; or (iii) refund to County the money County paid to Provider for the time period

County was unable to utilize the applicable portion of the System. Provider shall have no liability regarding any infringement claim caused by any County modification of the System not authorized by Provider.

10.4. Third Party Pass Thru Rights. Provider shall extend to County all rights and benefits Provider has from any third party as to the Equipment or Software relating to warranty or third party claims, including any and all indemnification and hold harmless rights, to the extent permitted under any applicable agreement with the third party equipment or software supplier or otherwise available to Provider. The Parties shall use all reasonable efforts to cooperate with each other in the event of an infringement claim involving System.

ARTICLE 11. INSURANCE

11.1. For purposes of this article, the term "County" shall include Broward County and its members, officials, officers, and employees.

11.2. Provider shall maintain, at its sole expense and at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum limits of insurance coverage designated in Exhibit D (inclusive of any amount provided by an umbrella or excess policy) in accordance with the terms and conditions stated in this article. All required insurance shall apply on a primary basis, and shall not require contribution from, any other insurance or self-insurance maintained by County. Any insurance, or self-insurance, maintained by County shall be in excess of, and shall not contribute with, the insurance provided by Provider.

11.3. Insurers providing the insurance required by this Agreement must either be: (1) authorized by a current certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida law. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a minimum A. M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII." To the extent insurance requirements are designated in Exhibit D, the applicable policies shall comply with the following:

11.4. Commercial General Liability Insurance. Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida, and liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos or lead
Sexual molestation
Architects and engineers professional liability, unless coverage for professional liability is specifically required by this Agreement.

County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor). The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

11.4.1. Business Automobile Liability Insurance. Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of work under this Agreement. County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured." The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

11.4.2. Workers' Compensation/Employer's Liability Insurance. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer's right to subrogate against County in the manner which would result from the attachment of the NCCI form "Waiver of our Right to Recover from Others Endorsement" (Advisory Form WC 00 03 13) with County scheduled thereon. Where appropriate, coverage shall be included for any applicable Federal or State employer's liability laws including, but not limited to, the Federal Employer's Liability Act, the Jones Act, and the Longshoreman and Harbor Workers' Compensation Act.

11.4.3. Professional Liability Insurance. Such insurance shall cover Provider for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in this Agreement. If policy provides coverage on a claims-made basis, such coverage must respond to all claims reported within at least three (3) years following the period for which coverage is required, unless a longer period is indicated in Exhibit D.

11.4.4. Cyber Liability, or Technology Errors and Omissions Insurance. Coverage is required for any system connected to, and, or accessible from the internet. Coverage may be included as part of the required Professional Liability Insurance. If policy provides coverage on a claims-made basis, such coverage must respond to all claims reported within at least three (3) years following the period for which coverage is required, unless a longer period is indicated in Exhibit D. Such policy shall cover, at a minimum, the following:

- Data Loss and System Damage Liability
 - Security Liability
 - Privacy Liability
 - Privacy/Security Breach Response coverage, including Notification Expenses
- County shall be included on the policy as an "Additional Insured" unless such endorsement is not available by the insurer.

11.5. Within fifteen (15) days after the Effective Date of this Agreement or notification of award, whichever is earlier, Provider shall provide to County satisfactory evidence of the insurance required in this Agreement. With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability, and Business Automobile Liability Insurance, an appropriate Certificate of Insurance identifying the project and signed by an authorized representative of the insurer shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance identifying the project, signed by an authorized representative of the insurer, and copies of the actual additional insured endorsements as issued on the policy(ies) shall be satisfactory evidence of such insurance.

11.6. Coverage is not to cease and is to remain in force until County determines all performance required of Provider is completed. If any of the insurance coverage will expire prior to the completion of the Services, proof of insurance renewal shall be provided to County prior to the policy's expiration.

11.7. Provider shall provide County thirty (30) days' advance notice of any cancellation of the policy except in cases of cancellation for non-payment for which County shall be given ten (10) days' advance notice.

11.8. Provider shall provide, within thirty (30) days after receipt of a written request from County, a copy of the policies providing the coverage required by this Agreement. Provider may redact portions of the policies that are not relevant to the insurance required by this Agreement.

11.9. County and Provider, each for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required hereunder, waive all rights against the other party and any of the other party's contractors, subcontractors, agents, and employees for damages or loss to the extent covered and paid for by any insurance maintained by the other party.

11.10. If Provider uses a subcontractor, Provider shall require each subcontractor to endorse County as an "Additional Insured" on the subcontractor's Commercial General Liability policy.

ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY

12.1. Nondiscrimination. Provider may not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26. Provider shall include substantially similar language in its contracts with any and all permitted subcontractors providing goods or services under this Agreement.

12.2. Failure by Provider to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances,

Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

ARTICLE 13. TERMINATION

13.1. Except for a breach of warranty claim, which is governed by Section 6.7, this Agreement may be terminated for cause based on any breach that is not cured within thirty (30) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board upon providing written notice to Provider of the termination date, which shall be not less than thirty (30) days after the date such written notice is provided. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, to the full extent permissible under applicable law, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

13.2. County may terminate this Agreement if Provider is found to have submitted a false certification under Section 287.135, Florida Statutes, if Provider has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or if Provider has failed to promptly implement corrective action for audit deficiencies upon reasonable notice by County. Notwithstanding anything contained in this Agreement to the contrary, the rights and obligations of the Parties under this paragraph shall be governed by Section 287.135, Florida Statutes, to the full extent applicable.

13.3. Provider represents that neither it nor any of its affiliates has been placed on the discriminatory vendor list, as defined by Section 287.134, Florida Statutes. County may terminate this Agreement effective immediately, without any further obligation to Provider, upon learning that such representation is false or if Provider or any of its affiliates is placed on the discriminatory vendor list.

13.4. Additionally, and notwithstanding anything to the contrary in this Agreement, County may terminate this Agreement without any further liability to Provider upon the decertification of Provider as a Certified Business Entity ("CBE") by County's Office of Economic and Small Business Development ("OESBD"), if Provider's status as a CBE was a factor in the award of the Agreement and such status was misrepresented by Provider. However, such termination shall not be effective until expiration of any timely-filed review or appeal of the decertification decision.

13.5. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

13.6. In the event this Agreement is terminated for convenience after Final Acceptance, Provider shall be paid for any goods and services properly provided through the termination date specified in the written notice of termination. In the event this Agreement is terminated for convenience prior to Final Acceptance, Provider shall be paid for the following goods and services

to the extent performed pursuant to the terms of this Agreement as of the date of the written notice of termination ("Notice Date"):

- 50% restocking fee on any Equipment shipped from manufacturer but not yet installed, subject to Provider providing County with proof of shipment for any such Equipment, subject to the County's approval which shall not be unreasonably withheld;
- 100% of the Discounted Unit Price on Exhibit B to this Agreement for any Equipment which, as of the Notice Date, has been shipped and on site, has not been installed, and which Provider is not able to return to the manufacturer for credit because such Equipment is not in its original package unopened, subject to Provider providing County with proof of shipment for any such Equipment and County's approval, which shall not be unreasonably withheld;
- All labor for Services actually expended since the last payment milestone (paid at the rate of \$125/hour for Provider staff and \$175/hour for Provider's subcontractor Midmark's staff), subject to Provider providing County with documentation identifying hours/labor expended, subject to the County's approval which shall not be unreasonably withheld;
- If the termination for convenience occurs between Milestone 2 and Milestone 3, all Equipment installed by Provider at the time of written notice of termination per the prices set forth in Exhibit B to this Agreement.

In addition, Provider will be entitled to retain (or to be paid if not previously received) any payment milestones achieved through the date of termination for convenience. Provider acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by Provider, for County's right to terminate this Agreement for convenience, and Provider hereby waives, to the full extent permissible under applicable law, any and all rights to challenge the adequacy of such consideration or the validity of County's right to terminate for convenience.

ARTICLE 14. MISCELLANEOUS

14.1. Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement shall be and remain the property of County and, if a copyright is claimed, Provider hereby grants to County a nonexclusive perpetual license to use the copyrighted item(s), to prepare derivative works, and to make and distribute copies to the public. In the event of termination or expiration of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Provider, whether finished or unfinished, shall become the property of County and shall be delivered by Provider to the Contract Administrator within seven (7) days of termination or expiration of this Agreement by either party.

14.2. Audit Right and Retention of Records. County shall have the right to audit the books, records, and accounts of Provider and its subcontractors that are related to this Agreement.

Provider and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement and performance thereunder. All books, records, and accounts of Provider and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Provider or its subcontractor, as applicable, shall make same available at no cost to County in written form.

Provider and its subcontractors shall preserve and make available, at reasonable times within Broward County for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. County audits and inspections under this section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at Provider's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Provider in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Provider in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of County's findings to Provider.

Provider shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

14.3. Public Records. To the extent Provider is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Provider shall:

14.3.1. Keep and maintain public records required by County to perform the services under this Agreement;

14.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

14.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

14.3.4. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Provider or keep and maintain public records required by

County to perform the services. If Provider transfers the records to County, Provider shall destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains public records, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Provider to comply with the provisions of this section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Provider will provide any requested records to County to enable County to respond to the public records request.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-7365, LDEER@BROWARD.ORG, 325 SW 28TH STREET, FORT LAUDERDALE, FLORIDA 33315.

14.4. Truth-In-Negotiation Representation. Provider's compensation under this Agreement is based upon representations supplied to County by Provider, and Provider certifies that the wage rates, factual unit costs, and other factual information supplied to substantiate Provider's compensation are accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent any such representation is untrue.

14.5. Public Entity Crime Act. Provider represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Provider further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Provider has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to Provider under this Agreement.

14.6. Independent Contractor. Provider is an independent contractor under this Agreement. Provider shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

14.7. Third Party Beneficiaries. The Parties acknowledge that there are no third-party beneficiaries under this Agreement.

14.8. Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via email to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

NOTICE TO COUNTY:

Broward County
Attn: Jack Feinberg, Director of BARC
325 SW 28th Street
Fort Lauderdale, Florida 33315
Email address: jfeinberg@broward.org

NOTICE TO PROVIDER:

IDeACOM Healthcare Communications of Florida, Inc.
Attn: D.R. Musselman, President
3903 N. Florida Avenue
Tampa, Florida 33603
Email address: drm@ideacomfl.com

14.9. Assignment. Except for subcontracting approved by County at the time of the execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by either Party without the prior written consent of the other Party. If either Party violates this provision, the other Party shall have the right to immediately terminate this Agreement. Any assignment, transfer, or encumbrance in violation of this section will be void.

14.10. Conflicts. Provider agrees that neither it nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Provider's loyal and conscientious exercise of the judgment and care required to perform under this Agreement. Provider further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Provider is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Provider or any person from in any way representing themselves, including giving expert testimony in support thereof, in any administrative or legal proceeding. Provider agrees that each of its contracts with subcontractors performing under this Agreement shall contain substantively identical language to ensure that each subcontractor and its officers and employees meet the obligations contained in this paragraph.

14.11. Waiver of Breach. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach under this Agreement shall not be deemed a waiver of any subsequent breach.

14.12. Compliance with Laws. Provider shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement.

14.13. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

14.14. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either party.

14.15. Headings and Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Any reference to "days" means calendar days, unless otherwise expressly stated.

14.16. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, PROVIDER AND COUNTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

14.17. Amendments. No modification or amendment to this Agreement shall be effective unless it is in writing and executed by authorized representatives of each party. Without limiting the foregoing, the terms of this Agreement shall prevail over and against any additional or contrary terms and conditions in any format or medium whatsoever including, without limitation, shrinkwrap, click-through, or terms and conditions associated with any upgrade, update, release, patch, or other modification of the System or Software, unless expressly agreed to in writing by an amendment hereto executed by authorized representatives of each party.

14.18. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement,

or understanding concerning the subject matter of this Agreement that is not contained in this written document.

14.19. HIPAA Compliance. It is understood by the Parties that County personnel or their agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 C.F.R. § 160, 162, and 164 and related statutory and regulatory provisions. In the event Provider is considered by County to be a covered entity or business associate or otherwise required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Provider shall fully protect individually identifiable health information as required by HIPAA and HITECH. Provider agrees to be bound by the terms of the Business Associate Agreement attached hereto as Exhibit F, which is fully incorporated herein. Where required, Provider shall handle and secure such PHI in compliance with HIPAA, HITECH and its related regulations and, if required by HIPAA, HITECH, or other laws, shall include in its "Notice of Privacy Practices" notice of Provider's and County's uses of a client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or termination of this Agreement.

14.20. Payable Interest

14.20.1. Payment of Interest. County shall not be liable to pay any interest to Provider for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Provider waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim interest, including for post-judgment interest, if such application would be contrary to applicable law.

14.20.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

14.21. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

14.22. Representation of Authority. Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority. Provider represents that it is an entity authorized to transact business in the State of Florida.

14.23. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of Section 16½-157 of the Broward County Code of Ordinances, which requires County contractors to provide benefits to domestic partners of their employees, Provider agrees to fully

comply with Section 16½-157 during the entire term of the Agreement. If Provider fails to fully comply with that section, such failure shall constitute a material breach which shall allow County to exercise any remedy available under this Agreement, under applicable law, or under section 16½-157. For that purpose, the contract language referenced in Section 16½-157 is incorporated herein as though fully set forth in this paragraph.

14.24. Drug-Free Workplace. It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Chapter 21.31(a)(2) of the Broward County Procurement Code. Execution of this Agreement by Provider shall serve as Provider's required certification that it has or will establish a drug-free workplace in accordance with Section 287.087, Florida Statutes, and Chapter 21.31(a)(2) of the Broward County Procurement Code, and that it will maintain such drug-free workplace for the full term of this Agreement.

14.25. Contingency Fee. Provider represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any further liability to Provider. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due Provider under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

14.26. Living Wage Requirement. If Provider is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Broward County Code sections 26-100 – 26-105, Provider agrees to and shall pay to all of its employees providing "covered services," as defined therein, a living wage as required by such ordinance, and Provider shall fully comply with the requirements of such ordinance. Provider shall be responsible for and shall ensure that all of its subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

14.27. Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of nonperformance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever and to the full extent such causes are removed. However, if such nonperformance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to immediately terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

14.28. County Logo. Provider shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

14.29. Counterparts. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2020, and IDeACOM Healthcare Communications of Florida, Inc., signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners


By: _____
Mayor

_____ day of _____, 2020

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By:  1-14-2020
Neil Sharma (Date)

Assistant County Attorney

By:  1/14/2020
René D. Harrod (Date)
Deputy County Attorney

NS/RDH
#427083.29
BARC Bed Tracking Agreement
12/03/2019

SYSTEM AND SERVICES AGREEMENT BETWEEN BROWARD COUNTY AND
IDEACOM HEALTHCARE COMMUNICATIONS OF FLORIDA, INC.

PROVIDER

WITNESSES:

IDEACOM HEALTHCARE COMMUNICATIONS
OF FLORIDA, INC.

Patricia A. Mysak
Signature

By: D.R. Muschel II
Authorized Signatory

Patricia A. Mysak
Print Name of Witness above

D.R. Muschel II
Print Name and Title

W. James Sisson
Signature

3RD day of JANUARY, 2020

W. JAMES SISSON
Print Name of Witness above

ATTEST:
Linda McDaniels
Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

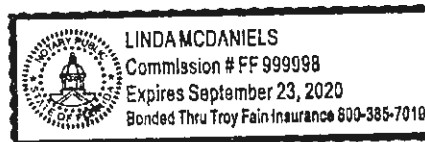


Exhibit A – Statement of Work

Provider and County agree that Provider shall provide the following work under this Agreement:

1. Project Request

BARC desires to acquire a locally hosted, configured real-time location system to perform bed management, patient, staff, and visitor tracking, room occupancy and usage tracking, staff productivity tracking, funding source tracking, infection control, healthcare environmental control, and security and staff emergency alert functions. Provider must provide remote and on-site Support and Maintenance Services in accordance with Exhibit C for all aspects of the System, including but not limited to all Software and Equipment. The System will be installed at BARC’s central building, a 51,400 square foot two-story facility, located at 325 SW 28th Street, Fort Lauderdale, Florida 33315, and BARC’s Booher building, a 52,000 square foot single-story facility located at 3275 NW 99th Way, Coral Springs, Florida 33065 (each, a “Project Site” and together, the “Project Sites”). The Parties acknowledge that Provider will utilize a subcontractor, Midmark Corporation (“Midmark”), to provide part of the System and perform part of the Services, and that Provider is responsible for the performance of its subcontractor under this Statement of Work. All tasks to be performed by Provider under this SOW may be performed by Midmark.

2. Services Description

Provider shall design, configure, deliver, integrate, and implement the System’s sensory network specific to each Project Site. Provider shall provide all necessary software, including services related to on-boarding, and perform administrator training, data migration and integration to deliver a fully automated System. The System will be capable of performing functionalities as detailed in the Final Acceptance Criteria set forth in Section 11.

A. Software

Provider will provide the following Software under this Agreement:

Software Suite, Version & Module	Quantity & Type of License	Describe Purpose, Functionality & Expected Operation of Software
Midmark Advantages Real-Time Bed Management Software, latest version available at time of delivery.	Perpetual License, unlimited users per Project Site	Fully functional locally hosted software enabling live tracking of patients, staff, visitors and assets to improve the economy, efficiency, and effectiveness of operations at the Project Sites.

B. Equipment

Provider will provide the following Equipment under this Agreement:

BARC Central Building

Qty	Product Code	Product
10	VER-5500	V-Link Gateway
25	VER-5610	V-Link 2.0 Link Module
249	VER-5621	V-Link Standard Wireless Sensor
99	VER-6092	Focus Ring Kit
45	VER-1954	Clearview Ext-XLI Badge-White
50	VER-1954B	Clearview Ext-XL Badge-Blue
50	VER-1934-NB	Clearview Mini Badge (no button)
5	VER-5650	V-Link 2.0 ADA Badge Storage Cabinet
3	VER-5655	V-Link 2.0 ADA Badge Drop Box
1	VER-6800	Badge Opener
1	VER-0005	Badge Tester
4	LD	Large Display & Computer
4	VER-7017	Floorplan Grid Configuration
747	Ver-6028-1	Battery-1.5V D Cell Alkaline Single
4	VER-6010-25	Battery - CR 2477
2	VER-6013-25	Battery - CR 2450

Booher Building

Qty	Product Code	Product
6	VER-5500	V-Link Gateway
18	VER-5610	V-Link 2.0 Link Module
191	VER-5621	V-Link Standard Wireless Sensor
110	VER-6092	Focus Ring Kit
45	VER-1954	Clearview Ext-XLI Badge-White
50	VER-1954B	Clearview Ext-XL Badge-Blue
50	VER-1934-NB	Clearview Mini Badge (no button)
2	VER-5650	V-Link 2.0 ADA Badge Storage Cabinet
2	VER-5655	V-Link 2.0 ADA Badge Drop Box
1	VER-6800	Badge Opener
1	VER-0005	Badge Tester
2	LD	Large Display & Computer
2	VER-7017	Floorplan Grid Configuration
573	Ver-6028-1	Battery-1.5V D Cell Alkaline Single
2	VER-6010-25	Battery - CR 2477
2	VER-6013-25	Battery - CR 2450

3. Project Schedule

The Services will commence only after the Contract Administrator issues a written Notice to Proceed. Time is of the essence for successful completion of the project. Provider shall make reasonable efforts to ensure the timely availability of resources needed to complete the project.

4. Technical Approach

- a) Services will be provided in the following six Phases at each Project Site: (1) Planning and Preparation, (2) Discovery Visit and Idealized System Module, (3) Installation, Validation, and Training Materials, (4) Preliminary System Testing and Training, (5) Go-Live, and (6) Final Acceptance. Phases may be conducted simultaneously or reordered with written approval from the County's Contract Administrator. Phase durations are estimated. Upon completion of each Phase, Provider will send written notice to the Contract Administrator requesting County acceptance of the applicable Phase. The Contract Administrator will issue written notice of acceptance of the applicable Phase or rejection of the phase and identify reasons why the Phase has not been completed. Provider may resubmit a written request for acceptance of the applicable Phase upon completion of the tasks identified by the Contract Administrator in the written notice of rejection. All notices required by this section may be sent via email. Provider will implement the System as set forth in the following Phases to ensure the System achieves the functionality described in Section 7 of this SOW and meets or exceeds the Final Acceptance Criteria set forth in Section 11 of this SOW.

Phase 1: Planning and Preparation

Duration – 30 calendar days

During Phase 1, Provider shall perform the following tasks:

- Identify and provide project management personnel including, but not limited to, a Project Manager, Implementation Engineer, and Clinical Educator. The Provider Project Manager shall be responsible for the following aspects of the project:
 - Create a detailed schedule of project tasks and estimated durations.
 - Coordinate and conduct weekly status calls and provide a weekly status report that details the progress of tasks along with any proposed changes to the project timeline throughout the duration of the project. Any changes must be approved in writing in advance by the County Project Manager.
 - Conduct additional ad-hoc meetings with various stakeholders as requested by County.
 - Coordination of Provider resources.
 - Serve as liaison between County and Provider.

- Coordinate and lead an introduction and kickoff call with County and Provider project teams. The kickoff call must include a discussion of, at a minimum, the following topics:
 - identification of Provider personnel and their roles during installation, implementation, and support;
 - identification of County personnel and their roles;
 - expectations of Provider and County during the process;
 - review of project objectives;
 - review of project scope details; and
 - Provider's delivery of a written project plan (the "Project Plan"), including a timeline for completion consistent with this Agreement.

- Assess County's existing processes, identify key performance indicators, and process improvement goals.
- Assess the readiness of County's designated Electronic Health Record ("EHR") system environment.
- Consult with County on key aspects of the System installation.
- Identify and develop the Sensory Network Layout ("SNL") schematic.
- Evaluate Project Sites and assign specific device ID ranges to each area that will not conflict or overlap to avoid conflicts and to enable organized SNLs.
- Develop location naming for V-Link hardware.
- Assist County in use of location definition utility ("LDU") to establish best practices for completing the LDU, review of information provided by County, driving consensus on final names, and importing those names in the System application server.

Deliverables for Phase 1

Provider is responsible for providing the following Deliverables as part of Phase 1: delivery of a Project Plan, including a timeline, for review and approval by County.

Phase 2: Discovery Visit, Idealized System Model (ISM)

Duration - 120 calendar days

During Phase 2, Provider shall perform the following tasks:

- Conduct on-site facility discovery visit to Project Sites.
- Confirm SNL.
- Ensure all System application servers are available for use and accessible through remote or VPN access granted pursuant to Subsection 4(d).
- Capture and document all System deliverables.
- Coordinate implementation of the HL7v2 interface with the System application server.

Deliverables for Phase 2

Provider is responsible for providing the following Deliverables as part of Phase 2:

- An idealized system model (“ISM”) that includes specific software views, rules, and processes. The ISM must be submitted for review and approval by County, any edits or changes requested by County incorporated, and the revised ISM approved in writing by County.
- A detailed deliverables document (“D3”) which includes the above ISM and relevant implementation deliverables. The D3 must be submitted for review and approval by County, any edits or changes requested by County incorporated, and the revised D3 be approved in writing by County.

Phase 3: Installation, Validation and Training Materials

Duration - 60 calendar days

During Phase 3, Provider shall perform the following tasks:

- Install and configure Software to allow for initial sensory network configuration, and verification of location information being sent to the server.
- Obtain all permits from the applicable governmental entities required for installation of the System pursuant to shop drawings to be prepared by Provider for the Project Sites.
- Install and configure applicable workflow within Software.
- Install, configure, and test all software used to connect to, and query from the appropriate SQL database.
- Complete installation and setup of all applicable bridges for connection of the Project Sites and County’s EHR system.
- Configure and install all System sensory network hardware outlined in the Midmark drawings approved by County as part of the ISM (or subsequent updated project revision drawings agreed to by the Parties) in accordance with industry best practices and applicable County policies and ordinances. This includes any necessary device installation, cabling and connection to head-end equipment, mounting of head-end equipment (including power and networking connections), voltage testing to ensure all devices and properly connected to head-end equipment, labeling cabling and head end equipment as directed by County, and providing a list of head-end equipment installed for each Project Site.
- Create, implement, test, and adjust all rules applicable to the project using the applicable Software. This work must be in accordance with all industry best practices.
- Create, implement, test and adjust all System Enterprise View tab views (see Section 9) as defined by the ISM.
- Create, implement, test, and adjust all System Badge Utility forms as defined by the ISM.
- Install and configure applicable authentication engine tools (see Section 9), including connecting to the System SQL database.
- Create and test all usernames and passwords as defined and agreed to in the ISM spreadsheet within the authentication engine tools.
- Install, setup, and test third-party integrations required in this Statement of Work.

- Install and configure large wall screen displays at each of the Project Sites. Each shall display patient locations throughout the facility in real-time.
- Validate the SNL is sufficient to support the System and reflects, but is not limited to, usage and availability status, funding designation for each bed type, and service requirement status as designated by County.
- Validate the Software interface with County's EHR system.
- Validate the function and accessibility of database servers related to the System.
- Validate all standard System reports function as required per the Documentation and Section 10.
- Provide training in accordance with Section 6 of this SOW.

Deliverables for Phase 3

Provider is responsible for providing the following Deliverables as part of Phase 3:

- Provide documentation of successful validation of the tasks to be completed in accordance with Phase 3. Upon request by County, Provider shall provide additional documentation demonstrating validation of the tasks to be completed for Phase 3.
- Provide documentation of successful testing of the System's ability to connect to and query from the appropriate SQL database.
- Provide documentation of successful build of application server and successful build of all other build deliverables including, but not limited to, badge types, Badge Utility forms, views, floorplan views, room filters, integration testing, configuration. Upon request by County, Provider shall provide additional documentation demonstrating successful operation of application server build.
- A build out of System rules and views and documentation of subsequent testing in coordination with County.
- Installation of SNL infrastructure and provide documentation of subsequent testing and verification in coordination with County, as per Section 7, below.
- Documentation confirming System is configured and functioning in accordance with this Statement of Work.
- Documentation of successful implementation of an inbound standard HL7v2 interface with the EHR to populate patient badge assignments.
- Provide training materials and user manuals (at least 10 sets) in accordance with Section 6.

Phase 4: Preliminary System Testing and Training

Duration - 24 calendar days

During Phase 4, Provider shall perform the following tasks:

- Conduct on-site simulation testing of System functionality as built in the Project Sites in accordance with the Project Plan to be delivered in Phase 1.

- On-site review of System functionality, including extensive workflow testing of all combinations of System responses from all combinations of user requests.
- Certify the SNL meets or exceeds industry best practices.
- Conduct “Day in the Life” simulation testing in accordance with the security requirements set forth in Section 4(d).
- Conduct System preview to County stakeholders.

Deliverables for Phase 4

Provider is responsible for providing the following Deliverables as part of Phase 4:

- Provider to provide written confirmation that System is ready for Go-Live.
- Implement final “as-built” SNL at Project Sites that includes final placement of all devices, including, but not limited to, head end equipment labeling, punch down information for all sensor devices, and other applicable ID information devices.
- Provider to provide written documentation for the review of all project deliverables and ISM functionality.
- On-Site Champion/Superuser Training (Train the Trainer Training) – Training at the County facility to educate County’s Superusers and provide material so they are prepared to train additional County’s personnel, which shall consist of the following.
 - One (1) single trip, combining champions/Superusers from both Project Sites.
 - Provision of one (1) Midmark Real Time Locating Solution (RTLS) clinical education resource for a maximum of one (1) day onsite

Phase 5: Go-live + follow up

Duration — 12 calendar days

During Phase 5, Provider shall perform the following tasks:

- Propose a Go-Live date, which must be approved by the Contract Administrator. Commencing on the mutually agreed Go-Live date, Provider will be on site at the:
 - Central Project Site
 - Onsite for two (2) days starting with Go-Live date
 - Two (2) Midmark resources (a Project Manager (PM) and an Installation Professional (IP)) will be on site for two (2) days
 - Booher Project Site
 - Onsite for two (2) days
 - Two (2) Midmark resources (PM/IP) will be on site for two (2) days
- Provider to implement System in a production environment and validate that the System is configured per the ISM, D3, the Documentation, and this Statement of Work. Provider to also validate data entered into the System.

Deliverables for Phase 5:

- Provide post Go-Live finalized workflow implementation documentation demonstrating configuration validation per bullet above.

Phase 6: Final Acceptance

Duration: as set forth in Section 7.3 of the Agreement

County will conduct Final Acceptance testing after Provider provides written notice to County's Contract Administrator that System is ready for Final Acceptance testing. County will make the final determination of the Final Acceptance test criteria selected to test the System under a "Final Acceptance Test Plan", including the criteria listed in Section 11 of this Statement of Work. The Final Acceptance Test Plan will be utilized by County to test and verify all functions, configurations, and reports per specifications and design. Final Acceptance will be contingent upon the successful and error free execution of the Final Acceptance test criteria. County's Contract Administrator will provide written Final Acceptance only upon successful completion of all the Final Acceptance test criteria.

Phase 7: Post Final Acceptance

Provider will conduct Reports Plus Analytics ("RPA") User training onsite at each Project Site, as set forth in Section 6.

b) Implementation and Provider Responsibilities

Provider shall implement the System in accordance with the Project Plan and deadlines provided in Phase 1, including all aspects of the System infrastructure installation. Provider shall ensure that implementation results in minimal disruption to BARC's daily operations. Throughout the implementation process, in addition to the deliverables stated for each Phase, Provider shall be responsible for the following tasks:

- Review the real-time location system infrastructure design to confirm that it will support the solution as documented in this Statement of Work and is properly documented in the SNL.
- Provide onsite assistance and education in accordance with the project plan.
- Lead project through to completion utilizing industry best practices.
- Manage revisions to drawings as applicable throughout the project, reflecting additions, moves, deletions, and other relevant notes while maintaining integrity of device IDs and associated attributes which are assigned to each device (e.g. badge ID, room and gender) throughout the process.
- Installing core software to allow for initial sensory network configuration and verification of location coming to server.
- Installing, configuring, and testing all software used to connect to, and query from the SQL database.
- Complete installation and setup of bridges for connectivity between Project Sites.
- Both Project Sites will utilize a shared application server and SQL server to be provided by County.

- Configure single application server to accept data from the Project Sites.
- Configure server to send data to client workstations and wall monitors at the Project Sites.
- Create, implement, test and adjust all rules applicable to the project in accordance with best practices.
- Create, implement, test and adjust all Badge Utility forms as defined by the ISM.
- Create, implement, test and adjust Enterprise View views as defined by the ISM.
- Install and configure authentication engine, including connecting to the SQL database.
- Create and test all user names and passwords as defined and agreed to within the ISM within Provider's authentication engine.
- Install, setup, and successful testing of integrations with County's electronic health records ("EHR") system (referred to as "ECHO").
- In-person review of the Project Sites for the purpose of testing and certifying the sensory network in accordance with Provider's requirements and best practices.
- Configure sensors for proper focusing and sensor range adjustment.
- Configure automated process timers including recording of all corresponding date/time stamp events within the SQL database for use in historical reporting.
- All drawings and prints needed for the required permits at the Project Sites. Provider will prepare a set of prints for each Project Site depicting the wired low voltage devices. If the permitting entities require additional professional engineering services, the Parties agree to conduct a meeting with the Contract Administrator and Provider's President to discuss options.
- All permit fees required for installation at the Project Sites. Provider must apply for and obtain all required permits at each Project Site prior to hardware installation and provide County confirmation of same.

c) Implementation and County Responsibilities

- County will provide instances of Virtual Machine ("VM") or physical application servers in accordance with minimum System requirements, including Equipment and Software standards, to be provided by Provider prior to Phase 1.
- County will provide a dedicated instance of Microsoft SQL server to host two (2) database instances in accordance with System requirements, best practices and Midmark RTLS Technical Bulletins to be provided by Provider.
- County is responsible all network/LAN/WAN configuration for the System.
- County is responsible for power and network cable installation for up to six (6) large displays.
- County is responsible for travel expenses for County's Systems Analysts to attend training at Midmark corporation in Traverse City, MI.
- County is responsible for providing AutoCAD drawings for both buildings in order for Midmark to create map views and sensory layouts and for IDeACOM to prepare prints for the permit applications.

d) Security/Access

Any remote access specifically required by Provider in this Statement of Work to the application and SQL server environment will be permitted but only to the extent County monitors such access via a mutually agreed upon communication protocol. All server configurations must adhere to County standards and be approved by a County server administrator. Provider will cooperate with County and provide any and all information that County may request in order to determine appropriate security and network access restrictions and verify Provider compliance with County security standards.

5. Managerial Approach & Communication

Provider will ensure that the persons responsible for Provider’s performance of the Services under this Agreement and, to the extent applicable, identified below (collectively “Key Personnel”) are appropriately trained and experienced and have adequate time and resources to perform in accordance with the terms of this Agreement. To the extent Provider seeks or is required to make any change to the composition of the Key Personnel, Provider will provide County with thirty (30) days’ advance notice (or as much advance notice as is possible if thirty (30) days’ notice is not possible) regarding such changes and the management plan associated with such changes. County shall not be responsible for any additional costs associated with a change in Key Personnel. In no event will a change in Key Personnel require an adjustment or extension to the timeline contained in the Project Plan unless otherwise approved in writing by the Contract Administrator.

Key Personnel:

Provider Participants:	Role	Email	Phone
John Cirisan “JC”	Solution Architect	jacirisan@midmark.com	231.829.7173

Within fifteen days after the Effective Date, Provider will identify and provide contact information for the following Key Personnel “Roles” to be assigned to this Statement of Work: Project Manager, Technology Consultant, Implementation Engineer, and Clinical Educator.

6. Training

Provider shall conduct training as described herein, including providing training materials in electronic and hard copy to designated County staff in the management, operation, and maintenance of the System. All training will be conducted in a “train-the-trainer” format.

System Analysts. Provider shall conduct live System Analyst training in accordance with the project plan for at least three (3) designated County staff at Provider’s facility in Traverse City, Michigan. Provider shall provide all training materials in electronic format. Provider shall provide County with a job aid card, which reflects key functions for staff to utilize during daily operations. The training will be delivered by Provider’s clinical educator and conducted over three (3) full business days (8 hours per day). The System Analyst training will consist of, but is not limited to, the following topics:

- Configuring the user interface.
- Badge form builder.

- Enterprise view builder.
- Badge management.
- Badge Utility.
- Badge form.
- Advanced configuration features for list manager, simple mail transfer protocol (SMTP).
- Managing user and group security.
- Authentication manager setup & configuration.
- Active Directory integration.
- Basic authentication.
- Security access.
- User level workflow theory.
- System core.
- Badge assignment.
- Location status.
- Discharge/drop boxes.
- Staff interactions.
- Workflow – Using the System, support, and change management.
- Workflow – Troubleshooting.
- Workflow – Training.
- Workflow – Reporting.

Champion/Superusers. Provider shall conduct live training at the Project Sites to educate County Superusers in the management, operation, and maintenance of the System in a “train the trainer” format. Provider will ensure this training covers badge wearing and the System requirements for placement of badges. This training will combine Champions/Superusers from the Project Sites, and Provider will supply one (1) clinical education resource for a full day of onsite training.

Reports Plus Analytics (“RPA”) Users. RRA Users will be trained after Final Acceptance on a date to be agreed on by the Parties. RPA User training will educate County Superusers regarding System data analytics.

- At conclusion of RPA user training, Provider will make RPA available to County. Reports are not available in RPA until the data validation and training is complete
- Training will combine combining champions/Superusers from the Project Sites
- Provider will provide one (1) clinical education resource for one (1) day onsite

Additional RPA Review after Final Acceptance:

- 60-day RPA Review – remote meeting pursuant to County security requirements set forth in Section 4(d) to review the data, reports, and how County is progressing towards their goals. County to identify issues for discussion and topics for review prior to 60-day. Provider to prepare presentations on the identified issues/topics and be prepared to conduct additional remote training if needed.

- 90-day RPA Review – remote meeting pursuant to County security requirements set forth in Section 4(d) to review County’s progression with their understanding of the reports and data being collected. County to identify issues for discussion and topics for review prior to 90-day review. Provider to prepare presentations on the identified issues/topics and be prepared to conduct additional remote training if needed.

County will provide a suitable training area and schedule Superuser staff for on-site training and make appropriate individuals available for training as specified in the AIM manual, to be provided to County prior to Phase 1.

7. System Functionality

Provider shall configure the System to include the following key functional components:

- Various views and alerting mechanisms are utilized to send notifications to workstations or personnel of process status, depending on the System configuration. Though specific details of the workflow will be determined during the implementation process, Figure PC 1.6 (shown below) depicts a BARC high level patient workflow model.
- Automated process timers:
 - OLOS (Overall length of stay)
 - ELOS (Estimated length of stay)
 - RLOS (Remaining length of stay)
 - Alone Time (time since last seen by staff member)
 - These will be recorded to the SQL DB for historical reporting
- Automated calculation and display of time a patient has remaining on assigned Length Of Stay (LOS) (defined as time of scheduled stay (manual entry or automated from EMR/HL7v2) minus OLOS current time)
 - To be implemented using 2 (two) columns within Enterprise View List View (within the Software)
 - Column 1 = ELOS (Estimated Length of Stay)
 - Will show Estimated days of stay
 - Data to be manually entered or received via ECHO integration (HL7v2 inbound from ECHO)
 - Column 2 = RLOS (Remaining Length of Stay)
 - Will show countdown timer incremented in days
 - Will turn RED upon exceeding ELOS column number of days
- The System will provide for the ability to manage room status of occupied, dirty, and clean rooms, enhancing room turn-around times: Green (clean), Blue (reserved), Yellow (occupied), Red (needs cleaning), Purple (designated ancillary service), Black (out of service). This action will be recorded to the SQL database for historical reporting.
- Patient room assignment via System List View Room reservation. Patients will be manually assigned a Reserved Room (color coded BLUE in Enterprise View) via a List View field drop down selection by BARC admission staff. Rules/Logic will then only enable the reserved room/bed to be passively “claimed” by the patient it is reserved for.
 - Staff will enter patient information and check in into ECHO

- Staff will enter badge number into ECHO
- ECHO will send HL7v2 message to the System for badge assignment including name record and badge number information
- Staff will then use System's Enterprise View application screen list view to select and reserve exact bed for patient
- Exact represented bed "zone" on Enterprise View will turn Blue with patient badge number or patient name (TBD)
- Patient enters room and sits on bed (double-bed rooms require specific focusing of sensor to bed level location)
- Bed "zone" will then show Yellow and is assigned/claimed to the specific patient
- This action will be recorded to the SQL DB for historical reporting
- Upon patient discharge, the staff will place the patient badge in a Midmark RTLS dropbox to trigger automated discharge within the Midmark RTLS system
- Upon patient badge being detected by the system in a dropbox for 20 seconds, the room/bed/zone assigned to that patient will turn to RED, and trigger an automated message (single popup on a designated BARC client PC or sent to an email) sent to the custodial staff.
- Display of patient classification
 - Male (Blue icon field with White "M" on List View)
 - Female (Pink icon field with Black "F" on List View)
 - These will be recorded upon badge assignment to the SQL DB for historical reporting.
- Patients can only enter their assigned rooms. A patient, wearing a badge, will initially be escorted to their room at which time the patient will claim the room/bed and the System will treat that as the patient's assigned room. After they have initially claimed their room if the patient enters any other patient room, at any time, a broadcast pop-up message is delivered to up to three (3) designated computers. A .wav file will also be played on the same computer to draw attention to the pop-up and will be recorded to the SQL database for historical reporting.
- Additional Gender Alert. In addition to the alert above, if a patient enters a room to which they are not assigned, and that room is assigned to a patient of the opposite gender, then an additional broadcast pop-up message will be delivered to up to three (3) designated computers. A .wav file will also be played on the same computer to draw attention to the pop-up and will be recorded to the SQL database for historical reporting.
- Patient Out of Building ("OOB") functionality. When a patient leaves the building for any reason, a staff member must place the patient badge into a designated OOB System badge cabinet which will be configured to show patient is still within stay guidelines, however OOB, for quick staff reference via search and List View current location field. This interval will be recorded to the SQL database for historical reporting.
- Additional data to be recorded to the SQL database for historical reporting:
 - Badge Assignment/admission (date/time stamp)
 - All location change data
 - Discharge/Badge in Drop Box (date/time stamp)

- Staff Assist call alert will occur when a staff member presses the button on their badge. The following actions will be taken upon a staff button press:
 - A broadcast pop-up message is delivered to up to three (3) designated computers. An audio file will also be played on the same computer to draw attention to the pop-up displaying:
 - Staff Name
 - Current Location
 - Note: For standard outputs to work, the computers that are to receive the pop-up and audio files must be turned on and running the Midmark Audio Visual Service. The appropriate audio/amplification equipment must be in place for staff to hear the audio file.
 - The Staff List View within Enterprise View is updated:
 - The staff member's name is color-coded yellow.
 - The time of the call is entered in the Assist Call Time column for that staff member.
 - Call Cancellation. The following defines how a Staff Assist call, once placed, is cancelled:
 - The call can be cancelled at any computer displaying the pop-up message by clicking the cancel box to the left of the pop-up message.
 - The call can be cancelled in the List View by right-clicking the Assist Call Time column that corresponds to the call being cancelled.
 - If the call is not cancelled within one hour the call will be cancelled via timeout.
 - Event Logging. A text file of all Staff Assist calls will be generated that will contain:
 - Initial call – when the call was sent, the associated location, and who initiated the call.
 - Cancellation – time of the cancellation and the method in which the call was cancelled.
- Display a manual text entered field(s) where screen display allows
- Automated low battery indications
- Automated alone time popup message at workstation(s) when patient in exam room has not been seen by (x) badge type(s) for (x) minutes
- Automated deletion of badge assignment when patient badge is placed in the System Badge Drop Box at end of visit, ending process timers.
- A single application server will drive functionality of both facilities. Both facilities will operate from a single logic/rule set with identical virtual workflow and functional system design.

8. Interfaces

An interface is defined as a single HL7v2 feed, from a single IP address and port requiring a single methodology of decoding/encoding. The following functionality is included in the System:

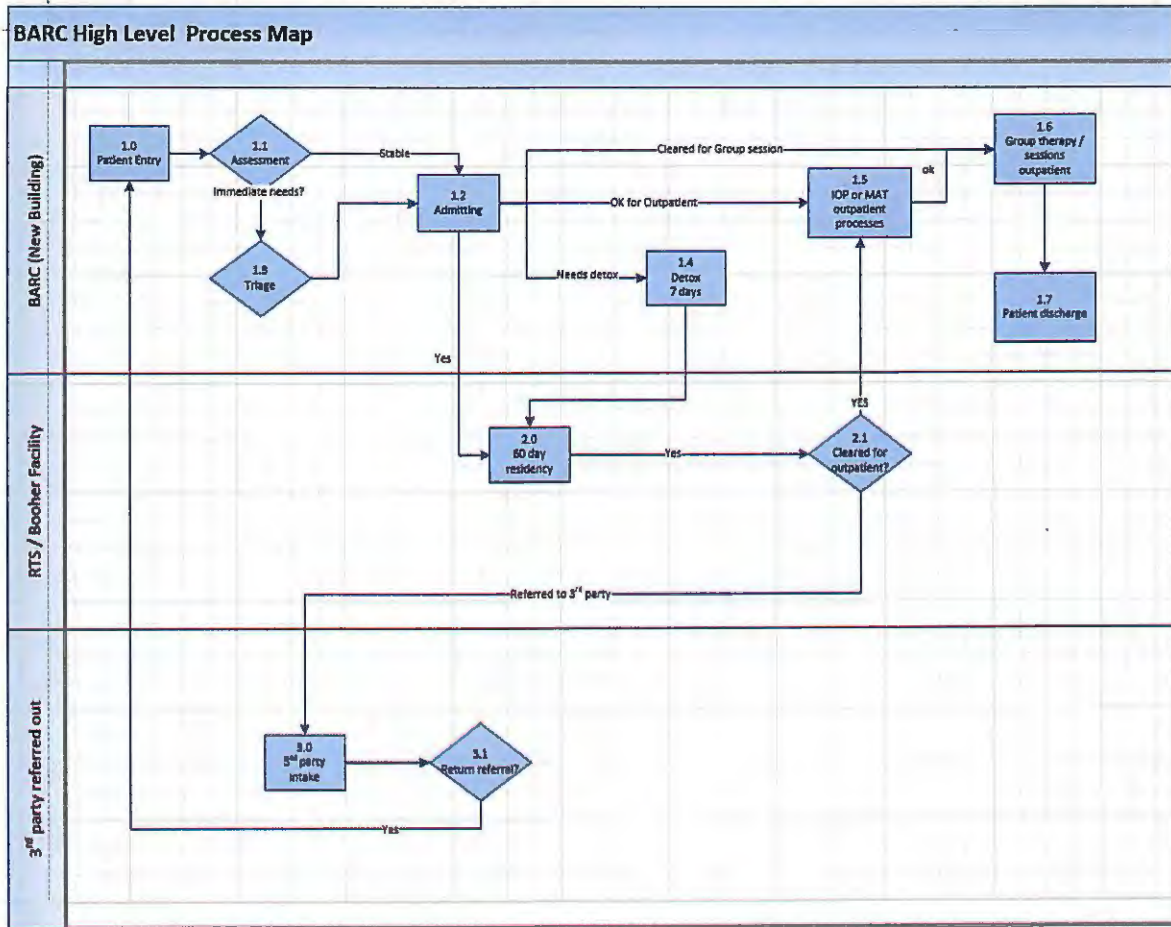
- The System will provide an inbound standard HL7v2 interface with County's EHR to auto populate the patient badge assignment. This requires that the EHR provider sends the

patient demographic information including a badge number through the HL7v2 transaction engine allowing Provider to create a badge assignment without any data entry in the System (except during EHR downtime). This information must include either the medical record number (MRN) or the Visit ID as the unique identifier for the patient, the patient's name, and the badge number.

- System Badge Number (required)
 - ID (required)
 - First Name (required)
 - Last Name (required)
 - Male or Female designation (required)
 - Assigned STAY duration (required for automation of bed clear time estimate)
 - Provider
 - Clinic Code (which clinic in multi-clinic setting – required)
 - Appointment Type
- Use of System's Badge Utility forms during "downtime" procedures when the Registration/Waiting View tab is unavailable
 - County currently utilizes ECHO for EHR purposes. The System will interface with ECHO via HL7v2 protocol. Provider will implement the HL7v2 interface and integrate parameters after Discovery phase of project.

Figure PC 1.6. BARC high level workflow process

Last Updated: 3.8.2018



9. Midmark Installation Quantities:

The following table specifies the base features and quantities included with the System.

Function	Included	Qty	Notes
Administrative Tools			
Badge Utility Forms	Yes	4	Patient, Staff, Admin, Basic Asset
Authentication Manager	Yes	8	4 user groups per Project Site (8 total)
Active Directory Integration	Yes	1	For both Project Sites
Workflows Covered			
Bed Management	Yes	1	Included w/ custom logic/rules per this SOW
Hand Hygiene Safety	No	N/A	Available as Optional Services
Asset Tracking/Management	No	N/A	Available as Optional Services
Enterprise View Tabs			
Registration/Waiting View	Yes	2	1 per Project Site
Patient-Centric View	Yes	2	1 per Project Site
Room-Centric View	Yes	2	1 per Project Site
Provider View	Yes	2	1 per Project Site
Staff List View	Yes	2	1 per Project Site
Key View	Yes	1	Single view shared by both Project Sites
Process-Specific List Views	Yes	8	4 per Project Site
Standard Floorplan Views	Yes	6	3 per Project Site
Interfaces			
Registration-inbound	Yes	1	HL7v2 interface per SOW

Function	Included	Qty	Notes
Custom Interfaces	No	N/A	Available as Optional Services
Reports	Yes	8	See Section 10 below for full list of Reports
Notifications			
Pop-up	Yes	10 unique IDs	Additional available as Optional Services
Email	Yes	N/A	
Pagers	Yes	N/A	TAP 1.8 protocol
Number of unique notifications	Yes	Up to 10	

10. System Reporting

Provider will provide and implement its integrated reporting tool, Reports Plus, within the System. System reports will:

- include, but are not limited to, patient information, staff information, quality measures, resource utilization, interaction and exposure, administrative information, system configuration and schedule reports.
- configure bed management reports such that County-funded beds are accounted for separately from State of Florida Department of Children and Families-funded (DCF) beds, including utilization of each type of bed over time.

As part of the RPA and in addition to any additional customized reports requested by County, the following reports shall be available in the System upon initial installation:

Report	Contents of Report
Patient Information	Provides detailed information on patient movement and time spent throughout a patient's visit.
Staff Information	Provides detailed information on staff movement and time spent with patients.
Quality Measurements	Provides detailed view and analysis of staff's workflow performance.
Resource Utilization	Detailed information on patterns of use and efficiency metrics for staff and Project Sites.
Interaction & Exposure	Information on interactions between individuals or items.

Report	Contents of Report
Administrative Information	Detailed information such as low batteries and location activity reports.
System Configuration	Information on Equipment and tags currently configured in the System (e.g., sensors, tags, asset types)
Scheduler Reports	Ability to save and schedule reports to be run and sent out according to County request.

11. Final Acceptance Testing

County will conduct Final Acceptance testing after Provider provides written notice to County Contract Administrator that System is ready for Final Acceptance testing. County will make the final determination of any test scenarios selected to test the Software and System. The Final Acceptance Test Plan will be utilized by County to test the System’s functionality. County’s Contract Administrator will provide written Final Acceptance upon each of the Final Acceptance Test Criteria stated below have been marked as “pass.”

No.	Test Item	Final Acceptance Test Criteria	Pass/Fail
1.	Software Version	Software installed and functioning pursuant to Section 2-Services Description.	
2.	BARC defined rules	Rules are defined in accordance with operational needs of BARC, as defined within the scope.	
3.	Tracking	Patient, staff, and visitor movements throughout the Project Sites are captured and tracked in real time.	
4.	Equipment movement	Equipment movement throughout the facility is accurately captured and tracked in real time. Information captured includes equipment location and time in current location.	
5.	Interface	EHR interface functioning as expected, in accordance with Section 4-Technical Approach.	
6.	Enterprise View	All views installed and accurately functioning, including, but not limited to: List view, Key view, Floorplan view, Bed board view, Patient Centric view, Bed Centric view, Room/Bed Centric view, under Section 7	
7.	List view	Accurately displays common location and status information for all badge-wearing individuals as well as tagged equipment.	
8.	Process timer display	Process timers are accurately displayed on the List view.	

No.	Test Item	Final Acceptance Test Criteria	Pass/Fail
9.	Manual text	Displayed on screen display to the extent allowed by size of screen display.	
10.	Key view	Provides an accurate visual reference of the iconography used throughout the various views.	
11.	Floorplan view	Map-like display of location and room status information.	
12.	Bed board view	Provides bed status and basic patient demographics of patients assigned to beds.	
13.	Patient centric view	Provides list views specific to each patient's stage of care.	
14.	Room/Bed centric view	Provides list views similar to hospital whiteboards, where information is presented according to room or bed status.	
15.	Reporting	Standard reports are functioning as required under Section 10 and Documentation	
16.	Process Timers	Automated process timers are functioning as required, including recording in the SQL database for use in historical reporting. Automated process timers are capturing: <ul style="list-style-type: none"> a. OLOS (Overall length of stay) b. ELOS (Estimated length of stay) c. RLOS (Remaining length of stay) d. Alone Time (time since last seen by staff member) 	
17.	Badge Utility Forms	Badge Utility forms are functioning per Documentation for patient, staff, visitor, and equipment badges.	
18.	User Groups	County designated User Groups functioning as expected including appropriate view access/denial of access using authentication manager.	
19.	User Group levels	User Groups established according to county designation with leadership level (Superuser) and a general user level group.	
20.	Room Status	Room status is accurately displayed as: green (clean), blue (reserved), yellow (occupied), red (needs cleaning), purple (designated ancillary service), black (out of service) and recorded to SQL database for historical reporting.	
21.	Bed Status	Bed status is accurately displayed (e.g. occupied, needs cleaning, available)	

No.	Test Item	Final Acceptance Test Criteria	Pass/Fail
22.	Bed Availability	The System accurately captures the number of days a patient is in a bed, allowing County to predict upcoming bed availability.	
23.	Patient Assignment	Automated for inpatient room/bed and accurately recorded to SQL database for historical reporting.	
24.	Room Claim	The System enables room/bed to be claimed by assigned patient only.	
25.	Unauthorized entry	The System notifies staff in real-time via a computer pop-up and sound file when a patient enters an unauthorized room or area	
26.	Gender color coding	Patients are coded by male (blue), female (pink) and recorded to SQL database for historical reporting.	
27.	Out of building functionality	System accurately records when badge is placed in badge cabinet for out of building patient and recorded to SQL database for historical reporting.	
28.	Additional Gender Alert	System accurately alerts staff when patient enters room of opposite gender via pop-up message and wav file.	
29.	Historical reporting	System accurately records badge assignment/admission via date/time stamp, all location change data and discharge/badge in drop box to SQL database for historical reporting.	
30.	Staff Assist Alert	Staff accurately alerted via pop-up message to at least three (3) on-site designated computer terminals with staff name and current location of staff activating assist alert by pressing a button on the badge.	
31.	Staff Assist Alert Cancel	Staff assist alert can be canceled at any computer displaying pop-up message or via the list view.	
32.	Staff Assist Alert Logging	All Staff assist alerts are accurately logged to SQL database describing staff name, time, location of initial alert and time and method of cancellation.	
33.	Manual Text Fields	System displays manual text fields to extent screen display allows.	
34.	Low Battery indicators	System displays low battery indicator.	
35.	Alone Time indicator	System accurately displays time of patient in exam room that has not been seen by badge type.	
36.	Automated deletion of badge assignment	System deletes badge assignment to patient when placed in the badge drop box.	

No.	Test Item	Final Acceptance Test Criteria	Pass/Fail
37.	HL7v2 Interface Feed	EHR system interface feed operating to accurately populate the patient badge assignment without any data entry in the System. Information pre-populated through interface to System includes: badge number, ID, first name, last name, gender, assigned stay duration, provider, clinic code, appointment type.	
38.	Badge Utility	Operates as badge assignment during EHR downtime. Operating accurately as required.	
39.	Administrative tools	Administrative tools for badge assignment and view access are available and operating as required.	
40.	Connection to SQL Database	Successfully connect to and query from the appropriate SQL database. Upon request by County, Provider shall provide additional documentation demonstrating Software's ability to connect to and query from the appropriate SQL database.	

12. Optional Services, Additional Software/Licenses

a) Transition & Disentanglement Services

The Parties acknowledge and agree that upon the expiration or termination of this Agreement, the good faith efforts of Provider to facilitate the smooth, efficient, and secure transition of data and services to another provider (or to County, to the extent applicable) without any unnecessary interruption or adverse impact on County operations ("Disentanglement") is a critical objective of the parties and a material obligation of Provider under this Agreement. All obligations of Provider under this Agreement shall be construed consistent with this objective.

At request of County, Provider shall provide prompt, good faith, and reasonable assistance at a cost noted in Exhibit B to County in disentangling County data, business, and operations from the Software and, to the extent applicable, transitioning to a new software, system, or provider.

b) Additional Modules, Subscriptions, and Services

For the duration of the Agreement, inclusive of renewal terms, County may procure additional training, subscriptions, licenses, modules (such as hygiene management and healthcare facility asset management), or other services from Provider. County may require the System to interface or integrate with other third-party solutions used by County. For such optional services, the Parties will negotiate the terms and incorporate into a Work Authorization.

County may elect to purchase such Optional Services using the rates set forth as described in Exhibit B-Payment Schedule. Optional Services may include the following:

- Interfaces other than those defined in the Functionality section of this SOW;
- Workload analytics and/or real time metrics;
- Automated outbound messaging;
- Hand Hygiene Safety; and
- Asset tracking and management

Equipment listed in Exhibit B by Product Code with unit pricing may be purchased by County as Optional Service by issuance of a purchase order.

Exhibit B – Payment Schedule

The rates specified below shall be in effect for the entire term of the Agreement, including any renewal term, unless the contrary is expressly stated below. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B. Provider will not invoice County for the completion of any Phase unless and until County issues written acceptance of the applicable Phase as set forth in Exhibit A.

Payment Milestones

Completion of Phase (invoice %)	Amount
Phase 1 (5%)	\$26,368.30
Phase 2 (30%)	\$158,209.80
Phase 3 (30%)	\$158,209.80
Phase 4 (10%)	\$52,736.60
Phase 5 (5%)	\$26,368.30
Phase 6 (15%)	\$79,104.90
Phase 7 (RPA post Final Acceptance) (5%)	\$26,368.30
Total	\$527,366.00

Itemization of Software, Equipment, and Implementation Services Fees (included for informational purposes only; County shall only be invoiced for the Payment Milestones listed above):

Description	Fees
Perpetual Software License for unlimited users at Project Sites (includes Support and Maintenance Services for one (1) year after Final Acceptance)	\$120,915.38
Equipment	\$201,067.93
Installation/Implementation/Integration Fees	\$128,875.00 (Software) \$76,507.69 (Equipment)
TOTAL	\$527,366.00

The Equipment fee listed above is further broken out as follows, for informational purposes only:

Booher Project Site

Qty	Product Code	Description	List Price	Discount	Discounted Unit Price	Total
6	VER-5500	V-Link Gateway	\$3,650.00	47.50%	\$1,916.25	\$11,497.50
18	VER-5610	V-Link 2.0 Link Module	\$750.00	47.50%	\$393.75	\$7,087.50
191	VER-5625	V-Link Standard Wireless Sensor	\$475.00	47.50%	\$249.38	\$47,631.58

Qty	Product Code	Description	List Price	Discount	Discounted Unit Price	Total
110	VER-6096	Focus Ring Kit	\$8.00	47.50%	\$4.20	\$462.00
50	VER-1954B	Clearview Ext-XL Badge-Blue	\$37.50	26.67%	\$27.50	\$1,375.00
50	VER-1934-NB	Clearview Mini Badge (no button)	\$37.50	26.67%	\$27.50	\$1,375.00
2	VER-5650	V-Link 2.0 Badge Storage Cabinet	\$2,445.00	47.50%	\$1,283.63	\$2,567.26
2	VER-5655	V-Link 2.0 Badge Drop Box	\$2,325.00	47.50%	\$1,220.63	\$2,441.26
1	VER-6800	Badge Opener	\$76.00	47.50%	\$39.90	\$39.90
1	VER-0005	Badge Tester	\$398.00	47.50%	\$208.95	\$208.95
2	LD	Large Display & Computer	\$600.00	0.00%	\$600.00	\$1,200.00
2	VER-7017	Floorplan Grid Configuration	\$3,500.00	47.50%	\$1,837.50	\$3,675.00
573	VER-6028-1	Battery-1.5V D Cell Alkaline Single	\$4.00	0.00%	\$4.00	\$2,292.00
2	VER-6010-25	Battery - CR 2477	\$78.00	0.00%	\$78.00	\$156.00
2	VER-6013-25	Battery - CR 2450	\$43.73	0.00%	\$43.73	\$87.46
PROJECT SITE TOTAL						\$82,096.41

Central Building Project Site

Qty	Product Code	Description	List Price	Discount	Discounted Unit Price	Total
10	VER-5500	V-Link Gateway	\$3,650.00	47.50%	\$1,916.25	\$19,162.50
25	VER-5610	V-Link 2.0 Link Module	\$750.00	47.50%	\$393.75	\$9,843.75
249	VER-5625	V-Link Standard Wireless Sensor	\$475.00	47.50%	\$249.38	\$62,095.62
99	VER-6096	Focus Ring Kit	\$8.00	47.50%	\$4.20	\$415.80
45	VER-1954	Clearview Ext-XLI Badge-White	\$37.50	26.67%	\$27.50	\$1,237.50
50	VER-1954B	Clearview Ext-XL Badge-Blue	\$37.50	26.67%	\$27.50	\$1,375.00
50	VER-1934-NB	Clearview Mini Badge (no button)	\$37.50	26.67%	\$27.50	\$1,375.00
5	VER-5650	V-Link 2.0 ADA Badge Storage Cabinet	\$2,445.00	47.50%	\$1,283.63	\$6,418.15
3	VER-5655	V-Link 2.0 ADA Badge Drop Box	\$2,325.00	47.50%	\$1,220.63	\$3,661.89
1	VER-6800	Badge Opener	\$76.00	47.50%	\$39.90	\$39.90
1	VER-0005	Badge Tester	\$398.00	47.50%	\$208.95	\$208.95
4	LD	Large Display & Computer	\$600.00	0.00%	\$600.00	\$2,400.00
4	VER-7017	Floorplan Grid Configuration	\$3,500.00	47.50%	\$1,837.50	\$7,350.00
747	VER-6028-1	Battery-1.5V D Cell Alkaline Single	\$4.00	0.00%	\$4.00	\$2,988.00
4	VER-6010-25	Battery - CR 2477	\$78.00	0.00%	\$78.00	\$312.00

Qty	Product Code	Description	List Price	Discount	Discounted Unit Price	Total
2	VER-6013-25	Battery - CR 2450	\$43.73	0.00%	\$43.73	\$87.46
		PROJECT SITE TOTAL				\$118,971.52

Support and Maintenance Services

Specific Support and Maintenance Services	Unit or Term	Invoicing	Annual Fee
Support and Maintenance Services in accordance with Exhibit C	Prior to Final Acceptance, and Year 1 after Final Acceptance	N/A	Included in Software License fee
Support and Maintenance Services in accordance with Exhibit C	Years 2-5 after Final Acceptance	Annually in advance	\$22,175

Optional Services (Consulting or Training)

Description	Unit/Term	Invoicing	Fee
Consulting (including Transition & Disentanglement Services)	Hourly	Monthly in arrears	\$175/hour
Additional Training	Hourly	Monthly in arrears	\$175/hour

Optional Equipment that may be procured via Purchase Order

Product Code	Product Description	List Price	Discount% (may not be decreased for duration of agreement)	County Price
VER-5500	V-Link Gateway	\$3,650.00	47.50%	\$1,916.25
VER-5610	V-Link 2.0 Link Module	\$750.00	47.50%	\$393.75
VER-5625	V-Link Standard Wireless Sensor	\$475.00	47.50%	\$249.38
VER-6096	Focus Ring Kit	\$8.00	47.50%	\$4.20
VER-1954	Clearview Ext-XLI Badge-White	\$37.50	26.67%	\$27.50
VER-1954B	Clearview Ext-XL Badge-Blue	\$37.50	26.67%	\$27.50
VER-1934-NB	Clearview Mini Badge (no button)	\$37.50	26.67%	\$27.50

Product Code	Product Description	List Price	Discount% (may not be decreased for duration of agreement)	County Price
VER-5650	V-Link 2.0 ADA Badge Storage Cabinet	\$2,445.00	47.50%	\$1,283.63
VER-5655	V-Link 2.0 ADA Badge Drop Box	\$2,325.00	47.50%	\$1,220.63
VER-6800	Badge Opener	\$76.00	47.50%	\$39.90
VER-0005	Badge Tester	\$398.00	47.50%	\$208.95
VER-6028-1	Battery-1.5V D Cell Alkaline Single	\$4.00	N/A	\$4.00
VER-6010-25	Battery - CR 2477	\$78.00	N/A	\$78.00
VER-6013-25	Battery - CR 2450	\$43.73	N/A	\$43.73

Exhibit C - Support and Maintenance Services

1. System Support and Maintenance Services

Provider shall provide County with Support and Maintenance Services so as to ensure and maintain optimal performance of the System consistent with the Statement of Work and the Documentation, which service shall include the following:

- Timely response and resolution of any errors, defects, malfunctions or other issues affecting the use or performance of the System (collectively, "Events") in keeping with the Required Response Times stated below;
- Providing updates, upgrades and releases as they are made available to Provider's other clients;
- Notification of patches and updates affecting security, and applying, testing, and validating the appropriate patches and updates and/or workarounds on a test version of the application before distribution.
- On-call availability via telephone and e-mail during normal business hours to receive and respond to inquiries or questions from County regarding use, operation, or functionality of the System;
- Emergency availability via telephone and e-mail after hours to receive and respond to specific technical problems and questions relating to the operation or functionality of the System;
- Use of ongoing best efforts to maintain the optimal functioning of the Software, to correct programming and coding errors, and to provide solutions to known errors affecting the operation of the System;
- Routine notification to County as it becomes available of new or updated information pertaining to the System and the Documentation.

Support and Maintenance Services shall be provided via telephone, electronic communication, on-site, or as otherwise appropriate to address the issue. Any update, upgrades, releases, or other modifications to the Software shall be provided via electronic communication and for download via the Internet, if practicable. To the extent necessary to resolve an Event or other support request, Provider shall provide support on-site at any office or location of a Broward County agency. Provider agrees that its personnel shall be suitably trained in the operation, support and maintenance of the Software and System. If in the reasonable opinion of County, the personnel provided are not acceptable, Provider agrees to provide suitable replacements.

Required Response Times. Upon notice by County of an Event, Provider shall address and resolve the Event consistent with the following priority, response and resolution levels:

Priority Description	Definition	Response Time After Notice	Resolution Time after Notice
Critical	Event that renders the System and/or interfaces inoperable or allows unauthorized access.	One (1) hour during business hours, Two (2) hour response outside business hours	Work until corrected
Severe	Event that results in a significant impairment of performance of the System or impairs essential operations or allows unauthorized access.	Two (2) hours during business hours, Four (4) hours outside business hours	Work until corrected during normal business hours
Minor	Event that has minor impact to County's business and that does not impact normal operation of the System.	Two (2) business days	Future patch or release
Minimal	Event that has minimal impact or no impact on County's business.	Four (4) business days	Future release

Notwithstanding the above-stated schedule, Provider shall use its continuing best efforts to correct the Event as expeditiously as it can. The Priority Description for each error or issue shall be reasonably determined by the Contract Administrator.

Records and Reports. Provider will maintain records of its Support and Maintenance Services, which shall include at least the following:

- a) Date, time, and name of contact for each Event;
- b) Date and time of response by Provider;
- c) Description of Event and analysis of error, defect, or other issue causing Event;
- d) All steps and actions taken to resolve the Event;
- e) Date and time of resolution and County representative notified of resolution; and
- f) All equipment and/or labor costs associated with resolution.

At the request of County, Provider shall provide monthly reports of the foregoing records as well as statistics of Provider's average monthly compliance with the Required Response Times.

DownTime Maintenance Credit. For each Critical Event that is not resolved or reduced to Minor or Minimal priority level within forty-eight (48) hours after notice to Provider, Provider will promptly provide a plan of action to County and refund to County fifty percent (50%) of the

monthly fee (or monthly pro rata equivalent, if the fee is other than monthly) for Support and Maintenance Services. Such refunds will be credited against future sums due to Provider. This refund shall be in addition to any other remedy that is available in the event of a breach of the Agreement.

Any failure to meet the above service level will be excused to the extent caused by any of the following, the effects of which will be excluded from the calculation of the service level:

1. Delay attributable to County or a third party under County's control
2. Failure of County's EHR system
3. County network errors resulting in a Critical Event

2. Equipment Support and Services

Provider shall provide both repair service and routine maintenance to the extent necessary in order to ensure continuous optimal functioning of the Equipment for the duration of the Agreement. Provider's support and maintenance obligations include on-site maintenance at any office or location of a Broward County agency, although to the extent reasonable and customary under the circumstances, Provider may provide services electronically.

For repair requests, Regular Response Times as indicated herein shall apply unless critical County operations are affected or County indicates the repair request is an emergency, in which event the Emergency Service Times shall apply. When the Equipment cannot be repaired on-site and/or if Provider cannot meet the required response times, a replacement component shall be provided and installed by Provider prior to the start of the next County work day, which replacement component must be of equal or better performance and compatible with County's existing systems. Notwithstanding the response time requirements, Provider shall use its continuing best efforts to correct any issue as expeditiously as it can.

Provider will ensure that it maintains adequate stock levels to assure timely delivery of any components that may require maintenance or repair. Provider agrees that its maintenance personnel shall be suitably trained in the operation of the Equipment and associated software and firmware. If, in the reasonable opinion of County, the personnel provided are not acceptable, Provider agrees to provide suitable replacements.

Hours of Service. Throughout the life of the Agreement, Provider shall furnish maintenance service as needed by County (including, to the extent required, on-site at any office or location of a Broward County agency) twenty-four (24) hours a day, seven (7) days a week, including holidays.

Telephone and Email Support. Provider shall provide designated contacts for telephone and email support that will be available during regular County business hours and after hours for specific technical problems and questions.

Routine Maintenance. Routine maintenance provided by Provider shall include the periodic cleaning, adjusting, calibrating, system diagnostics, and fine tuning of the Equipment;

replacement or repair of worn parts; prompt installation of any updates, upgrades, or releases of embedded software or firmware; and component replacement with equal or better equipment with the approval of the Contract Administrator when the component is approaching the end of its useful life. Provider shall perform routine maintenance on at least a monthly basis (or more frequently if appropriate as a result of equipment usage or standards set by the Equipment manufacturer). Provider shall contact the end user agency at least three (3) business days prior to arrival for the performance of routine maintenance.

Repair Service. Repair service includes prompt response and resolution of any repair request within the applicable Response Time, which includes identifying the cause of malfunction or problem; provision of any applicable temporary solutions or workarounds until repair can be completed; permanent repair of the problem; correction, to the extent necessary, of any repercussions of the problem; and thorough inspection of the Equipment post-repair to ensure optimal functioning of the Equipment.

Exhibit D — Minimum Insurance Requirements

Project: Real Time Solution System
Agency: Broward Addiction Recovery Center

TYPE OF INSURANCE	ADDL INSR	SCBR WYB	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, if applicable Note: May be waived if no driving will be done in performance of services/project.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Note: May be used to supplement minimum liability coverage requirements.	<input type="checkbox"/>	<input type="checkbox"/>			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION Note: U.S. Longshoreman & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$100,000	
<input checked="" type="checkbox"/> CYBER LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>	If claims-made form:	\$1,000,000	
			Extended Reporting Period of:	3 years	
			*Maximum Deductible:	\$100 k	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A	<input checked="" type="checkbox"/>	If claims-made form:	\$1,000,000	
			Extended Reporting Period of:	3 years	
			*Maximum Deductible:	\$100 k	

Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301


Risk Management Division

Exhibit E – Work Authorization Form

WORK AUTHORIZATION FOR AGREEMENT _____

Contract Number: _____

Work Authorization No. _____

This Work Authorization is between Broward County and _____ (“Provider”) pursuant to the Agreement, executed on _____. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided: [DESCRIBE IN DETAIL]

Agreement at issue is ___ Lump Sum/ ___Not-to-Exceed for amount: \$ _____

The time period for this Work Authorization will be from the date of complete execution until ____ (____) days after County’s Notice to Proceed for the Services to be provided under this Work Authorization, unless otherwise extended or terminated by the Contract Administrator.

Fee Determination: Payment for services under this Work Authorization is as follows:

Professional Services	\$ _____
General Services	\$ _____
Goods/Equipment	\$ _____
Total Cost of this Work Authorization	\$ _____

The foregoing amounts shall be invoiced by Provider upon written acceptance by County of all goods and services provided under this Work Authorization.

County

_____	_____	Contract Administrator	Date
Project Manager	Date	_____	_____
		Board and/or Designee	Date

Provider

_____	Signed	_____	Date
Attest	_____	Typed Name	_____
		Title	_____

Exhibit F—Business Associate Agreement

This BUSINESS ASSOCIATE AGREEMENT (“BAA”) is entered into by and between Broward County, Florida, a political subdivision of the State of Florida (“County”), and IDeACOM Health Communications of Florida, Inc., a Florida profit corporation (“Business Associate”) in connection with the System and Services Agreement Between Broward County and IDeACOM Health Communications of Florida, Inc. (the “Agreement”).

RECITALS

A. Business Associate provides services related to the operation of certain activities/programs that involve the use or disclosure of Protected Health Information (“PHI”);

B. The operation of such activities/programs is subject to the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH”);

C. HIPAA and HITECH mandate that certain responsibilities of contractors with access to PHI be documented through a written agreement; and

D. The County and Business Associate desire to comply with the requirements of HIPAA and HITECH and acknowledge their respective responsibilities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1: Definitions

1.1 All terms used in this BAA not otherwise defined herein shall have the meanings stated in the Privacy and Security Rules, 45 CFR Parts 160, 162, 164, and 42 U.S.C. § 17921.

1.2 “HIPAA Laws” mean collectively HIPAA, HITECH, 42 CFR Part 2 (if applicable), and the related regulations and amendments.

1.3 When the term “PHI” is used in this BAA, it includes the term “Electronic Protected Health Information” or “E PHI.”

1.4 Penalties as used in Section 3.18 below are defined as civil penalties that may be applied to the Business Associate and its workforce members by the Secretary of Health and Human Services (HHS). The amount of the penalties range depending on the type of violation. In determining penalties, the Secretary may take into account:

- a. the nature and extent of the violation;
- b. the nature and extent of harm resulting from such violation;

- c. the degree of culpability of the covered entity or business associate;
- d. the history of prior compliance with the administrative simplification provision including violations by the covered entity or business associate;
- e. the financial condition of the covered entity or business associate, and
- f. such other matters as justice may require.

Section 2: Confidentiality

2.1 County and Business Associate shall comply with all federal and state laws governing the privacy and security of PHI.

2.2 If this box is checked, County and Business Associate are required to comply with 42 CFR Part 2 with respect to patient identifying information concerning alcohol and substance abuse treatment.

Section 3: Obligations and Activities of the Business Associate

Use and Disclosure of PHI

3.1 The Business Associate shall not use or disclose PHI other than as permitted or required by this BAA or as required by law. Business Associate may:

- a. Use and disclose PHI only as necessary to perform its obligations under the Agreement, provided that such use or disclosure would not violate HIPAA Laws if done by County;
- b. Use the PHI received in its capacity as a Business Associate of County for its proper management and administration and to fulfill any legal responsibilities of Business Associate;
- c. Disclose PHI in its possession to a third party for the proper management and administration of Business Associate, or to fulfill any legal responsibilities of Business Associate, provided that the disclosure would not violate HIPAA Laws if made by County, or is required by law, and Business Associate has received from the third party written assurances that (i) the information will be kept confidential and used or further disclosed only for the purposes for which it was disclosed to the third party or as required by law; (ii) the third party will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information may have been breached; and (iii) the third party has agreed to implement reasonable and appropriate steps to safeguard the information;
- d. Use PHI to provide data aggregation activities relating to the operations of County; and

e. De-identify any and all PHI created or received by Business Associate under the Agreement, provided that the de-identification conforms to the requirements of the HIPAA Laws.

3.2 Business Associate shall limit its use and disclosure of, and request for PHI when practical or as required by law, to the information making up a Limited Data Set, as defined by HIPAA, and in all other cases subject to the requirements of 45 CFR 164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure, or request.

3.3 Business Associate is prohibited from selling PHI, using PHI for marketing purposes, or attempting to re-identify any PHI information in violation of HIPAA Laws.

Administrative, Physical, and Technical Safeguards

3.4 Business Associate shall implement administrative, physical, and technical safeguards that protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of County. The safeguards shall include written policies, procedures, a security risk assessment, training of Business Associate employees, and sanctions that are in compliance with HIPAA Laws.

3.5 Business Associate shall require all of its subcontractors, agents, and other third parties that receive, use, transmit, maintain, store, or have access to PHI to agree, in writing, to the same restrictions and conditions that apply to Business Associate pursuant to this BAA, including implementation of administrative, physical, and technical safeguards.

Access of Information; Amendment of Information; Accounting of Disclosures

3.6 Business Associate shall make available to County all PHI in Designated Record Sets within ten (10) days of County's request for County to meet the requirements under 45 CFR § 164.524.

3.7 Business Associate shall make any amendments to PHI in a Designated Record Set as directed or agreed to by County pursuant to 45 CFR § 164.526 in the time and manner reasonably designated by County.

3.8 Business Associate shall timely document such disclosures of PHI and information related to such disclosures as would be required for County to respond to an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Further, Business Associate shall provide to County an accounting of all disclosure of PHI during the term of this BAA within ten (10) days of termination of this BAA, or sooner if reasonably requested by County for purposes of any monitoring/auditing of County for compliance with HIPAA Laws.

3.9 Business Associate shall provide County, or an individual under procedures approved by County, information and documentation collected in accordance with the preceding paragraph to respond to an individual requesting an accounting for disclosures as provided under 45 CFR § 164.528 and HIPAA Laws.

Mitigation

3.10 Business Associate shall mitigate, to the extent possible and at its own expense, any harmful effect that is known to Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this BAA or applicable law.

3.11 Business Associate shall take appropriate disciplinary action against any members of its workforce who use or disclose PHI in any manner not authorized by this BAA or applicable law.

Reporting of Breaches and Mitigation of Breach

3.12 Business Associate shall notify County's HIPAA Privacy Official at (954) 357-6500 of any impermissible access, acquisition, use or disclosure of any unsecured PHI within twenty-four (24) hours of Business Associate becoming aware of such access, acquisition, use or disclosure. Unsecured PHI shall refer to such PHI that is not secured through use of a technology or methodology specified by the Secretary of HHS that renders such PHI unusable, unreadable, or indecipherable to unauthorized individuals. A breach of unsecured PHI shall be treated as discovered by Business Associate as of the first day on which such breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to Business Associate, including any employee, officer, contractor, subcontractor, or other agent of Business Associate.

3.13 Business Associate shall submit a written report of a breach to County within ten (10) business days after initial notification, and shall document the following:

- a. The identification of each individual whose PHI has been, or is reasonably believed by Business Associate, to have been accessed, acquired, used, or disclosed during the breach;
- b. A brief description of what occurred, including the date of the breach and the date of the discovery of the breach, if known;
- c. A description of the types of PHI that are involved in the breach (such as full name, social security number, date of birth, home address, account number, diagnosis, etc.)
- d. A description of what is being done to investigate the breach, to mitigate harm to individuals, and the reasonable and appropriate safeguards being taken to protect against future breaches;
- e. Any steps County or the individual impacted by the breach should take to protect himself or herself from potential harm resulting from the breach;
- f. Contact procedures for the Business Associate to enable individuals to ask questions or learn additional information, which may include, in the discretion of County, a toll-free telephone number, e-mail address, website, or postal address, depending upon

the available contact information that the Business Associate has for the affected individuals; and

g. Any other reasonable information requested by County.

3.14 In the event of a breach, Business Associate shall, in consultation with and at the direction of County, assist County in conducting a risk assessment of the breach and mitigate, to the extent practicable, any harmful effect of such breach known to Business Associate.

3.15 The County, in its sole discretion, will determine whether County or Business Associate shall be responsible to provide notification to individuals whose unsecured PHI has been disclosed, as well as to the Secretary of HHS and the media.

a. Notification will be by first-class mail, or by electronic mail, if the individual has specified notice in the manner as a preference.

b. Information may be posted on County's and Business Associate's website(s) where the Business Associate experienced, or is reasonably believed to have experienced, an impermissible use or disclosure of unsecured PHI that compromised the security or privacy of more than ten (10) individuals when no other current information is available to inform such individuals.

c. Notice shall be provided to prominent media outlets with information on an incident where the Business Associate experienced an impermissible use and disclosure of unsecured PHI that compromised the security or privacy of more than five hundred (500) individuals within the same state or jurisdiction during the incident.

d. The County may report, at least annually, any impermissible use and disclosure of unsecured PHI by the Business Associate to the Secretary of HHS as required by HIPAA Laws.

3.16 Business Associate agrees to pay the costs for notification to County, individuals, and their representatives of any security or privacy breach that should be reported by Business Associate to County. Business Associate also agrees to pay the costs for mitigating damages, including, but not limited to, the expenses for credit monitoring, if County determines that the breach warrants such measures.

3.17 Business Associate agrees to have established procedures to investigate a breach, mitigate losses, and protect against any future breaches, and to provide such procedures and any specific findings of the investigation to County in the time and manner reasonably requested by County.

3.18 Business Associate is liable to County for any civil penalties imposed on County under the HIPAA laws in the event of a violation of the HIPAA Laws as a result of any practice, behavior, or conduct of Business Associate.

Available Books and Records

3.19 Business Associate shall make its internal practices and books, related to the Agreement and the BAA, including all policies and procedures required by HIPAA Laws, available to the County Contract Administrator within five (5) business days of the Agreement.

3.20 Business Associate shall make its internal practices, books, and records, including all policies and procedures required by HIPAA Laws and PHI, relating to the use and disclosure of PHI received from County or created or received on behalf of County available to County or to the Secretary of HHS or its designee within five (5) business days of request for the purposes of determining the Business Associate's compliance with HIPAA Laws.

Section 4: Obligations of County

4.1 The County shall notify Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect the Business Associate's use of PHI.

4.2 The County shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use of PHI.

4.3 The County shall notify Business Associate of any restriction to the use or disclosure of PHI to which County has agreed in accordance with 45 CFR § 164.522, to the extent that such changes may affect Business Associate's use of PHI.

4.4 The County shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Laws if done by County.

Section 5: Term and Termination

5.1 The term of this BAA shall be effective upon execution by all Parties, and shall terminate upon the latter of termination or expiration of the Agreement, or the return or destruction of all PHI within the possession or control of the Business Associate as a result of the Agreement.

5.2 Upon County's knowledge of a material breach of this BAA by Business Associate, County shall either:

- a. Provide an opportunity for Business Associate to cure the breach or terminate this BAA and the Agreement if the Business Associate does not cure the breach within the time specified by County;
- b. Immediately terminate this BAA and the Agreement if Business Associate has breached a material term of this BAA and a cure is not possible; or

c. If neither termination nor cure is feasible, the County's HIPAA Privacy Official shall report the violation to the Secretary of HHS.

5.3 Upon completion or termination of the Agreement, Business Associate agrees, at County's option, to return to County or destroy all PHI gathered, created, received or processed pursuant to the Agreement. No PHI related to the Agreement will be retained by Business Associate, or a contractor, subcontractor, or other agent of Business Associate, unless retention is required by law and specifically permitted in writing by County.

5.4 In the event that returning or destroying PHI is infeasible, Business Associate shall provide to County a written statement that it is infeasible to return or destroy the PHI and describe the conditions that make return or destruction of the PHI infeasible. Under that circumstance, Business Associate shall extend the protections of this BAA to the PHI retained and limit further uses and disclosures of such PHI to those purposes that make return or destruction infeasible, for so long as Business Associate maintains the PHI, in which case Business Associate's obligations under this Section shall survive termination of this BAA.

Section 6: Miscellaneous

6.1 Amendment. The County and Business Associate shall take such action as is necessary to amend this BAA for County to comply with the requirements of HIPAA Laws or other applicable law.

6.2 Interpretation. Any ambiguity in this BAA shall be resolved to permit County to comply with HIPAA Laws.

(The remainder of this page is intentionally left blank.)