

**AGREEMENT BETWEEN BROWARD COUNTY AND
ADVANCED PHARMACEUTICAL CONSULTANTS INC.
FOR IN-HOUSE PHARMACY MANAGEMENT SERVICES (RFP # GEN2120540P1)**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and Advanced Pharmaceutical Consultants Inc., a Florida corporation ("Contractor") (each a "Party" and collectively referred to as the "Parties").

RECITALS

- A. County desires to procure pharmacy management services, which includes providing comprehensive in-house pharmacy/medication management services and consultative guidance to County, for individuals enrolled at three of County's substance use disorder treatment facilities that are operated by County's Broward Addiction Recovery Division ("BARC").
- B. Contractor was selected through a competitive solicitation and procurement process to provide the services and desires to provide the services.

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. **APC Equipment** means the Equipment provided by Contractor in connection with the Services.
- 1.2. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.3. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.4. **Code** means the Broward County Code of Ordinances.
- 1.5. **Contract Administrator** means the director or deputy director of Human Services, the division director of BARC, or such other person designated by the director of Human Services in writing.
- 1.6. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.
- 1.7. **Documentation** means all manuals, user documentation, specifications, and other related materials pertaining to the Software that Contractor customarily furnishes to licensees of the Software or purchasers of the services covered by this Agreement.

- 1.8. **Equipment** means the hardware and other property listed in Exhibit A being provided to County in accordance with this Agreement, including any embedded software and firmware incorporated therein or customarily provided to purchasers of such hardware or other property.
- 1.9. **Hosted Service** or **Subscription** means any cloud or subscription-based service or solution provided to County by Contractor, including Software as a Service (“SaaS”) or Platform as a Service (“PaaS”).
- 1.10. **Human Services** means the Broward County Human Services Department.
- 1.11. **Notice to Proceed** means a written authorization issued by the Contract Administrator to proceed with a project, phase, or task.
- 1.12. **Products** means all Software, Equipment, Hosted Service, and Services provided or required to be provided by Contractor.
- 1.13. **Purchasing Director** means County’s Director of Purchasing.
- 1.14. **Services** means all required installation, integration, programming, configuration, customization, operation, and enhancements of the Products, together with necessary and appropriate consulting, training, and project management services, to meet County’s ongoing needs in connection with the Products, as further specified in the Statement of Work attached as Exhibit A, as well as any Optional Services procured under this Agreement.
- 1.15. **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.
- 1.16. **Software** means all proprietary or third-party software listed in Exhibit A or other intellectual property rights provided or licensed to County or third-party users under this Agreement, including the computer programs (in machine readable object code form) and any subsequent updates, upgrades, releases, or enhancements thereto developed by Contractor during the term of this Agreement.
- 1.17. **Subcontractor** means an entity or individual providing services to County through Contractor for all or any portion of the work under this Agreement. The term “Subcontractor” includes all subconsultants.
- 1.18. **Support and Maintenance Services** means the support and maintenance required for County to achieve and maintain optimal performance of Products or the System, including as further described in Exhibit K.
- 1.19. **System** means the complete system provided by Contractor under this Agreement as part of its Services hereunder, including all Products listed in Exhibit A and any other Products

that Contractor will make available to County and third-party users as part of its Services under this Agreement.

ARTICLE 2. EXHIBITS

Contractor must comply with each of the following exhibits:

Exhibit A	Statement of Work
Exhibit B	Payment Schedule
Exhibit C	Minimum Insurance Requirements
Exhibit D	Certification of Payments to Subcontractors and Suppliers
Exhibit E	Business Associate Agreement
Exhibit F	Required Reports
Exhibit G	Service Level Agreement
Exhibit H	Enterprise Technology Services Security Requirements
Exhibit I	Federally and State Funded Contract Requirements
Exhibit J	Work Authorization Form
Exhibit K	Support and Maintenance Minimum Standards

ARTICLE 3. SCOPE OF SERVICES

- 3.1. Scope of Services. Contractor must perform all Services including, without limitation, the work specified in Exhibit A (the “Statement of Work”). The Statement of Work is a description of Contractor’s obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable including, without limitation:
 - 3.1.1. Contractor must provide County with a written progress report no later than the fifteenth (15th) day of each month, in a format determined by County.
 - 3.1.2. Contractor must maintain a complete and accurate record of all Services rendered under this Agreement. Contractor must maintain an accurate time log of all hours worked under this Agreement along with the date and location where the Services were performed.
 - 3.1.3. Contractor must provide all Software necessary to operate the System and provide the Services, including any and all necessary site, server, or user licenses. Contractor has all necessary rights, title, and authority to provide the Services and System. Contractor must provide Support and Maintenance Services for the Software and System such that the System will function in accordance with the terms of this Agreement. Further, Contractor must provide County with any and all updates (including error corrections, bug fixes, and patches), upgrades, or new releases to the Software or APC Equipment as may be generally available from time to time to other users of any of the Software or APC Equipment. All such

updates, upgrades, and new releases must be included at no additional cost to County. Contractor must ensure the continued compatibility of the Software and APC Equipment with all major releases, updates, or upgrades of any third-party software used by County for access or operation of the System.

- 3.1.4. Contractor must perform all Services in accordance with the principles and standards of the Florida Board of Pharmacy and the applicable policies and procedures of County.

3.2. Software and Subscriptions Rights.

- 3.2.1. Software License. Contractor grants to County a royalty-free, nonexclusive license to the Software, with no geographical limitations, for the number of users stated in Exhibit A (if none is stated, then an unlimited number of users), including to any embedded third-party software within the Software. This license is granted solely for County purposes, including on and off-site access, and for the benefit of and use by all agencies within County, including the offices of the County constitutional officers if elected by County. The Software rights granted to County in this Agreement must not require or otherwise be contingent upon the continuance of Support and Maintenance.
- 3.2.2. Subscription Rights. Contractor grants to County a royalty-free, nonexclusive right to use the Hosted Service for the duration of this Agreement, with no geographical limitations, for the number of users stated in Exhibit A (if none is stated, then for an unlimited number of users), including the right to use any third-party software or technology embedded in or otherwise required to operate or allow access to the Hosted Service. This right to use is granted solely for County purposes, including on- and off-site access, and for the benefit of and use by all agencies within the County, including the offices of the County constitutional officers if elected by County.
- 3.2.3. Authorized Users and Additional Licenses. Unless otherwise stated in Exhibit A (Statement of Work), County and any of its employees, agents, contractors, suppliers, and other third parties authorized by County may concurrently operate and use the Products for County purposes. If additional licenses or users are requested by County, the Purchasing Director is authorized to execute a Work Authorization (in substantially the form of Exhibit J) to purchase additional licenses or users for the fee specified in Exhibit B.
- 3.2.4. Permitted Hardware and Environments. Unless otherwise stated in Exhibit A, County may install, use, and operate the Software, and access the Hosted Service, on any hardware. County may, at no additional cost: (a) install, use, and operate the Products on separate servers and in any and all development, test, failover, disaster recovery, and backup environments or configurations; (b) if required by reason of an emergency, disaster, or operational need, or for testing of recovery

resources, temporarily use the Products on recovery resources, including recovery resources that may not be owned by County; (c) 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; and (d) utilize a hosted environment including, without limitation, through a third-party hosting provider, for any permitted uses of the Software.

- 3.2.5. Prohibited Uses. Except as otherwise provided in this Agreement or required under Florida law, County will not reproduce, publish, or license the Software or Hosted Service to others. County will not modify, reverse engineer, disassemble, or decompile the Software or the Hosted Service, or any portion thereof, except (a) to the extent expressly authorized in Exhibit A, in which event such authorized actions will be deemed within the license grant of Section 3.2, or (b) to the extent permitted under any applicable open-source license.
- 3.3. Hosting. All costs to County for the Hosted Service are included within the Subscription Fee and/or the Support and Maintenance Fee listed on the Payment Schedule (Exhibit B) and will be provided at no additional cost to County, unless otherwise expressly stated in Exhibit B. Contractor, the Hosted Service, and the System must comply for the duration of this Agreement with the Service Level Agreement set forth in Exhibit G, unless otherwise expressly approved in writing by the County's Chief Information Officer or their designee.
- 3.4. Support and Maintenance. For so long as requested by County and for all Products other than the Hosted Service, Contractor must provide County with Support and Maintenance for the Products and the System as set forth in Exhibit K. Contractor must provide County with Support and Maintenance for the Hosted Service so long as County pays the Subscription Fee for the Hosted Service stated in Exhibit B. County may elect to discontinue or recommence Support and Maintenance for some or all Products upon thirty (30) days prior written notice, and County will only be obligated to pay for the time periods actually covered by Support and Maintenance at the rates stated in Exhibit B.
- 3.5. Updates, Upgrades, and Releases. For the duration of this Agreement, Contractor must promptly provide to County, with advance notice and at no additional cost, any and all software and firmware updates (including error corrections, bug fixes, security updates, and patches), upgrades, and new releases to the Products, including all that Contractor makes available at no additional cost to other licensees of the applicable Products or users of all or part of the System. All such updates, upgrades, and new releases will remain the sole property of Contractor and will be deemed to be included within the scope of the licenses and subscriptions for Products granted under this Agreement. Installation or implementation of any such update, upgrade, or release in the County's environment requires prior written authorization by the Contract Administrator.
- 3.6. Compatibility. For the duration of this Agreement, Contractor will ensure the continued compatibility of the Products with all major releases, updates, or upgrades of any

third-party software used by County for access or operation of the System including, without limitation, Active Directory (AD) and Geographic Information System Mapping (GIS). If Contractor is not able to support any third-party software update, upgrade, or new release that changes major functionality and is not compatible with the Products, Contractor must use all reasonable efforts to resolve such issues and to provide optimal functionality of the Software or the Hosted Service in accordance with this Agreement. If Contractor is unable to provide continued optimal functionality of the Products in accordance with this Agreement due to any third-party software release, update, or upgrade, County will be entitled to a refund of any Support and Maintenance Fee or Subscription Fee paid for the affected time period and affected Products and may, at County's sole election, terminate the Agreement upon written notice with no further obligation to Contractor.

- 3.7. Documentation. Contractor must deliver copies of the Documentation to County concurrently with delivery of the Products, and thereafter must promptly provide any updated Documentation as it becomes available during the term of this Agreement. Contractor represents and warrants that the Documentation is sufficiently comprehensive and of sufficient quality to enable a competent user to operate the Products efficiently and in accordance with Exhibit A. County has the right to copy, reproduce, modify, and create derivative works utilizing the Documentation as County deems necessary provided such activities are solely for the purpose of use of the Products as permitted under this Agreement.
- 3.8. Optional Services. If any goods or services under this Agreement, or the quantity thereof, are identified as optional ("Optional Services"), County may select the type, amount, and timing of Optional Services under a work authorization ("Work Authorization") in substantially the form attached as Exhibit J executed by Contractor and County in accordance with this section. Any Optional Services procured, when combined with the required goods or services under this Agreement, must not result in a payment obligation exceeding the applicable maximum amount stated in the Compensation article. Notwithstanding anything to the contrary in this Agreement, Work Authorizations must be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total cost to County is \$50,000 or less; (b) the Purchasing Director may execute Work Authorizations for which the total cost to County is within the Purchasing Director's delegated authority; and (c) any Work Authorization above the Purchasing Director's delegated authority requires express approval by the Board. Contractor must not commence work on any Work Authorization until receipt of a purchase order and issuance of a Notice to Proceed by the Contract Administrator.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

- 4.1. Term. This Agreement begins on December 1, 2022 ("Effective Date") and continues through the three-year anniversary of the Effective Date ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term, Extension

Term(s), and any Additional Extension as defined in this article are collectively referred to as the "Term."

- 4.2. Extensions. County may extend this Agreement for up to two (2) additional one (1) year terms (each an "Extension Term") on the same rates, terms, and conditions stated in this Agreement by sending notice of extension to Contractor at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise any Extension Term(s), and notice of same to Contractor only by electronic mail will be efficient and sufficient.
- 4.3. Additional Extension. If unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an Extension Term not practicable, or if no Extension Term remains available and expiration of this Agreement would, as determined by the Purchasing Director, result in a gap in Services deemed necessary by County, then the Purchasing Director may extend this Agreement for period(s) not to exceed three (3) months in the aggregate ("Additional Extension") on the same rates, terms, and conditions as existed at the end of the then-current term. The Purchasing Director may exercise the Additional Extension by written notice to Contractor at least thirty (30) days prior to the then-current term stating the duration of the Additional Extension. The Additional Extension must be within the authority of the Purchasing Director or otherwise authorized by the Board..
- 4.4. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, and, if applicable, Chapter 212, Florida Statutes.
- 4.5. Time of the Essence. Time is of the essence for Contractor's performance of the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. COMPENSATION

- 5.1. Maximum Amounts. For all goods and Services provided under this Agreement during the Initial Term, County will pay Contractor up to a maximum amount as follows:

Goods/Services	Not-To-Exceed Amount
Goods and Services	\$ 2,253,557
Reimbursable Pass-through Expenses	\$ 311,292
Optional Services	\$ 400,000
TOTAL NOT TO EXCEED	\$ 2,964,849

Payment will be made only for Services actually performed and completed under this Agreement, as set forth in Exhibit B (Payment Schedule), which amount must be accepted by Contractor as full compensation for all such Services. Contractor acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Contractor for work

under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor's obligation to perform all Services.

5.2. Method of Billing and Payment.

- 5.2.1. Unless otherwise stated in Exhibit B, Contractor must submit invoices no more often than once monthly, but only after the Services invoiced have been completed. An original invoice plus one copy are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. Invoices must describe the Services performed and, as applicable, the personnel, hours, tasks, or other details as requested by the Contract Administrator. Contractor must submit a Certification of Payments to Subcontractors and Suppliers (Exhibit D) with each invoice that includes Services performed by a Subcontractor. The certification must be accompanied by a copy of the notification sent to each unpaid Subcontractor listed on the form, explaining the good cause why payment has not been made to that Subcontractor.
- 5.2.2. Invoices must be in the amounts set forth in Exhibit B for the applicable Services, minus any agreed upon retainage as stated in Exhibit B. Retainage amounts must only be invoiced upon completion of all Services, unless otherwise stated in Exhibit B.
- 5.2.3. County will pay Contractor within thirty (30) days of receipt of Contractor's proper invoice in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Code. To be deemed proper, all invoices must (a) comply with all applicable requirements set forth in this Agreement or the Code; and (b) be submitted on the then-current County form and in accordance with instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.
- 5.2.4. Contractor must pay Subcontractors and suppliers within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. Contractor agrees that if it withholds an amount as retainage from Subcontractors or suppliers, it will release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection will be a material breach of this Agreement, unless Contractor demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Contractor promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Contractor must include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers.

- 5.3. Reimbursable Expenses. Contractor will not be reimbursed for any pass-through expenses it incurs unless expressly provided for in this Agreement, as stated in Exhibit A - Statement of Work, Section IX. For reimbursement of any travel costs or travel-related expenses permitted under this Agreement, Contractor agrees to comply with Section 112.061, Florida Statutes, except to the extent that Exhibit B expressly provides otherwise. County will not be liable for any expenses that exceed those allowed by Section 112.061 or that were not approved in writing in advance by the Contract Administrator.
- 5.4. Subcontractors. Contractor must invoice Subcontractor fees only in the actual amount paid by Contractor, without markup or other adjustment.
- 5.5. Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Contractor's failure to comply with any provision of this Agreement. The amount withheld will not be subject to payment of interest by County.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

- 6.1. Representation of Authority. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Contractor has with any third party or violates Applicable Law. Contractor further represents and warrants that execution of this Agreement is within Contractor's legal powers, and each individual executing this Agreement on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.
- 6.2. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Agreement, unless otherwise expressly disclosed in writing by Contractor.
- 6.3. Contingency Fee. Contractor represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
- 6.4. Truth-In-Negotiation Representation. Contractor's compensation under this Agreement is based upon its representations to County, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation including, without limitation, those made by Contractor during the

negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for Contractor's compensation in this Agreement.

- 6.5. Public Entity Crime Act. Contractor 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. Contractor 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 Contractor has been placed on the convicted vendor list.
- 6.6. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Contractor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" under Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.
- 6.7. Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.
- 6.8. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor will be liable for all costs incurred by County due to the termination.
- 6.9. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and

is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Contractor represents and warrants that the Services will be performed in a skillful and respectful manner, and that the quality of all Services will equal or exceed prevailing industry standards for the provision of such Services.

- 6.10. Prohibited Telecommunications Equipment. Contractor represents and certifies that Contractor and all Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that Contractor and all Subcontractors will not provide or use such covered telecommunications equipment, system, or services during the Term.
- 6.11. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Contractor represents and certifies that Contractor will comply with Section 26-125(d) of the Code for the duration of the Term.
- 6.12. Breach of Representations. Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor stated in this article, and County will be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Contractor; (c) set off from any amounts due Contractor the full amount of any damage incurred; and (d) debarment of Contractor.
- 6.13. Polystyrene Food Service Articles. Contractor must not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

ARTICLE 7. INDEMNIFICATION

Contractor must indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Contractor, or by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor must, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section will survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any

sums due Contractor under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld will not be subject to payment of interest by County.

ARTICLE 8. INSURANCE

- 8.1. Throughout the Term, Contractor must, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C (Minimum Insurance Requirements) in accordance with the terms and conditions of this article. Contractor must maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.
- 8.2. Contractor must ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit C on all policies required under this article.
- 8.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, as may be requested by County, Contractor must provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Contractor must provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.
- 8.4. Contractor must ensure that all insurance coverages required by this article will remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by Contractor has been completed, as determined by Contract Administrator. Contractor or its insurer must provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and must concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).
- 8.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.
- 8.6. If Contractor maintains broader coverage or higher limits than the insurance requirements stated in Exhibit C, County will be entitled to all such broader coverages and higher limits. All required insurance coverages must provide primary coverage and not require contribution from any County insurance, self-insurance or otherwise, which will be in excess of and will not contribute to the required insurance provided by Contractor.

- 8.7. Contractor must declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor will be solely responsible for and must pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor agrees to obtain same in endorsements to the required policies.
- 8.8. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurer may acquire against County and agrees to obtain same in an endorsement of Contractor's insurance policies.
- 8.9. Contractor must require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor must ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies. Contractor must not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.
- 8.10. If Contractor or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. If requested by County, Contractor must provide, within one (1) business day, evidence of each Subcontractor's compliance with this article.
- 8.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

ARTICLE 9. TERMINATION

- 9.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

- 9.1.1. Contractor's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;
- 9.1.2. By the County Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for fraud, misrepresentation, or material misstatement by Contractor in the award or performance of this Agreement or that violates any applicable requirement of Section 1-81 of the Code; or
- 9.1.3. By the Director of OESBD upon the disqualification of Contractor as a CBE or SBE if Contractor's status as a CBE or SBE was a factor in the award of this Agreement and such status was misrepresented by Contractor, or upon the disqualification of one or more of Contractor's CBE or SBE participants by County's Director of OESBD if any such participant's status as a CBE or SBE firm was a factor in the award of this Agreement and such status was misrepresented by Contractor during the procurement or the performance of this Agreement.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination will be deemed a termination for convenience in accordance with Section 9.2 effective thirty (30) days after such notice was provided and Contractor will be eligible for the compensation provided in Section 9.2 as its sole remedy.

- 9.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Contractor. Contractor acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance notice to Contractor of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County under this section, Contractor will be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County will have no further obligation to pay Contractor for Services under this Agreement.
- 9.3. Notice of termination must be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the

public health, safety, or welfare may be oral notice that must be promptly confirmed in writing.

- 9.4. In addition to any termination rights stated in this Agreement, County will be entitled to seek any and all available contractual or other remedies available at law or in equity.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY

- 10.1. No Party may 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. Contractor must include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by the U.S. Department of Transportation funds must comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.
- 10.2. By January 1 of each year, Contractor must submit, and cause each Subcontractor to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

ARTICLE 11. MISCELLANEOUS

- 11.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Agreement. Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Work except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.
- 11.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Contractor in connection with performing Services, whether finished or unfinished ("Documents and Work"), will be owned by County, and Contractor hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work will become the property of County and must be delivered by Contractor to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to Contractor may be withheld until all Documents and Work are received as provided in this

Agreement. Contractor must ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

- 11.3. Public Records. 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, Florida Statutes, will not constitute a breach of this Agreement. If Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor must:

- 11.3.1. Keep and maintain public records required by County to perform the Services;
- 11.3.2. 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 Applicable Law;
- 11.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and
- 11.3.4. Upon expiration of the Term or termination of this Agreement, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers the records to County, Contractor must destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor must meet all requirements of Applicable Law 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.

If Contractor receives a request for public records regarding this Agreement or the Services, Contractor must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Contractor must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Contractor contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Contractor asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Contractor must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the

applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Contractor must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Contractor as Restricted Material, County must refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Contractor, or the claimed exemption is waived. Any failure by Contractor to strictly comply with the requirements of this section will constitute Contractor's waiver of County's obligation to treat the records as Restricted Material. Contractor must 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 nondisclosure of Restricted Material in response to a third-party request.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-4807, PFRANCOIS@BROWARD.ORG, 325 SW 28th STREET, FORT LAUDERDALE, FLORIDA 33315.

- 11.4. Audit Rights and Retention of Records. County will have the right to audit the books, records, and accounts of Contractor and all Subcontractors that are related to this Agreement. Contractor and all Subcontractors must keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts must 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, Contractor and all Subcontractors must make same available in written form at no cost to County. Contractor must provide County with reasonable access to Contractor's facilities, and County must be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Contractor and all Subcontractors must preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article will survive any dispute or litigation between the Parties, and Contractor expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection in accordance with this section may be performed by any County representative (including any outside representative engaged by County). Contractor hereby grants County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance

notice. Contractor must make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

Any incomplete or incorrect entry in such books, records, and accounts will 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 reveals overpricing or overcharges to County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by County, in addition to making adjustments for the overcharges, Contractor must pay the reasonable cost of County's audit. Any adjustments or payments due as a result of such audit or inspection must be made within thirty (30) days after presentation of County's findings to Contractor.

Contractor must ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

- 11.5. Independent Contractor. Contractor is an independent contractor of County, and nothing in this Agreement will constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Contractor nor its agents will act as officers, employees, or agents of County. Contractor will not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.
- 11.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law will have occurred under County's regulatory authority as a governmental body separate and apart from this Agreement, and will not be attributable in any manner to County as a Party to this Agreement.
- 11.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor will anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.
- 11.8. Third-Party Beneficiaries. Neither Contractor nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party will be entitled to assert a right or claim against either of them based upon this Agreement.
- 11.9. Notice and Payment Address. Unless otherwise stated in this Agreement, in order for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and will be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments

will be made to the noticed address for Contractor. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Addiction Recovery Division
Attn: Jack Feinberg, Division Director
325 SW 28th Street
Fort Lauderdale, Florida 33315
Email address: barcprocurement@broward.org

FOR CONTRACTOR:

Advanced Pharmaceutical Consultants, Inc.
Attn: Raul Gonzalez, President
555 NE 15th Street, Suite 200
Miami, Florida 33132
Email address: rgonzalez@apcpharm.com

- 11.10. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section will be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.
- 11.11. Conflicts. Neither Contractor nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Contractor's officers or employees will serve as an expert witness against County in any legal or administrative proceeding in which they or Contractor is not a party, unless compelled by legal process. Further, such persons must not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section will not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Contractor is permitted under this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Contractor must require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

- 11.12. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.
- 11.13. Compliance with Laws. Contractor and the Services must comply with all Applicable Law including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.
- 11.14. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect.
- 11.15. Joint Preparation. This Agreement has been jointly prepared by the Parties and will not be construed more strictly against either Party.
- 11.16. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement will include any other gender, and the singular will include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County will require approval in writing, unless otherwise expressly stated.
- 11.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section will prevail and be given effect.
- 11.18. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will 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 exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

- 11.19. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Contractor. Without limiting the foregoing, the terms of this Agreement will prevail over and against any additional or contrary terms and conditions in any format or medium whatsoever including, without limitation, shrink-wrap, click-through, or terms and conditions associated with any upgrade, update, release, patch, or other modification of the Software or System, unless expressly agreed to as provided in this Amendments section.
- 11.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained in this Agreement.
- 11.21. HIPAA and 42 C.F.R. Part 2 Compliance. County has access to protected health information (“PHI”) and other confidential patient information that are subject to the requirements of 42 C.F.R. Part 2, 45 C.F.R. Parts 160, 162, and 164 and related regulations. Contractor is considered by County to be a covered entity or business associate and is required to comply with 42 C.F.R. Part 2, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and the Health Information Technology for Economic and Clinical Health Act (“HITECH”). Contractor must fully protect individually identifiable health information in accordance with the Business Associate Agreement attached as Exhibit E. Where required, Contractor must handle and secure such PHI in compliance with 42 C.F.R. Part 2, HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its “Notice of Privacy Practices” notice of Contractor’s and County’s uses of client’s PHI. The requirement to comply with this provision, HIPAA, and HITECH will survive the expiration or earlier termination of this Agreement. Contractor must ensure that the requirements of this section are included in all agreements with all Subcontractors.
- 11.22. Payable Interest.
- 11.22.1. Payment of Interest. Unless prohibited by Applicable Law, County will not be liable for interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and Contractor waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

- 11.22.2. 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, will be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).
- 11.23. Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has and will maintain a drug-free workplace program throughout the Term.
- 11.24. Living Wage Requirement. If Contractor is a “covered employer” within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105 of the Code, Contractor must fully comply with the requirements of such ordinance and must pay to all of its employees providing “covered services,” as defined in the ordinance, a living wage as defined therein. Contractor must ensure all Subcontractors that qualify as “covered employers” fully comply with the requirements of such ordinance.
- 11.25. Federally and State Funded Contracts. Contractor must comply with the Federally and State Funded Contracts Requirements attached to this Agreement as Exhibit I.
- 11.26. Use of County Logo. Contractor must not use County’s name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.
- 11.27. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.
- 11.28. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

ARTICLE 12. SYSTEM DELIVERY, TESTING, AND ACCEPTANCE

- 12.1. System. Contractor must make the Software and Documentation available to County for acceptance testing in accordance with this Agreement within five (5) days after the Effective Date, unless otherwise stated in Exhibit A. All County license keys, usernames, and passwords must (i) be authenticated by Contractor and (ii) perform according to the Services.
- 12.2. Documentation. Contractor must deliver copies of the Documentation to County within five (5) days of the Effective Date, and thereafter must promptly provide any updated Documentation as becomes available during the term of this Agreement. Contractor represents and warrants that the Documentation is of sufficient quality and completion

to enable a competent user to operate the System efficiently. County has the right to copy and modify the Documentation as it deems necessary for its own internal use.

- 12.3. Final Acceptance Testing. There will be a testing period during which County, with the assistance of its Enterprise Technology Services (“ETS”) to the extent applicable under Broward County Administrative Code Section 22.148, will determine whether the System: (i) properly functions on the Equipment and with any applicable operating Software; (ii) provides the capabilities as stated in this Agreement and in the Documentation; and (iii) to the extent stated, meets the criteria set forth in this Agreement. The criteria referenced in (ii) and (iii) are collectively referred to as the criteria for “Final Acceptance.” If there is a conflict between the criteria set forth in this Agreement and the Documentation, the criteria set forth in this Agreement will prevail.
- 12.4. The testing period will commence on the first business day after Contractor 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 will continue for a period of up to thirty (30) days. During the testing period, County may notify Contractor in writing of any error or defect in the System so that Contractor may make any needed modifications or repairs. If Contractor so elects in writing, testing will cease until Contractor resubmits for Final Acceptance testing, at which time the testing period will be reset to that of a first submission for testing.
- 12.5. County will notify Contractor in writing of County’s Final Acceptance or rejection of the System, or any part of it, 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 of it, County will provide notice identifying the criteria for Final Acceptance that the System failed to meet. Following such notice, Contractor will have thirty (30) days to (a) modify, repair, or replace the System or any portion of it, or (b) otherwise respond to County’s notice. If Contractor modifies, repairs, or replaces the System or portion of it, the testing period will recommence consistent with the procedures set forth above in this section.
- 12.6. If Contractor fails to remedy the reason(s) for County’s rejection of the System, or any part of it, 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 in whole or in part. If County elects to reject the System, all sums paid by County for the rejected portion(s) of the System under this Agreement must be reimbursed to County by Contractor within fifteen (15) days after such election is made.

ARTICLE 13. SYSTEM REPRESENTATIONS AND WARRANTIES

- 13.1. Ownership. Contractor represents and warrants that, at all times during this Agreement, Contractor has all necessary rights, titles, and interests to provide the System and Services and that it has the right to grant to County the rights and permit the uses of the Software and System.

- 13.2. Limited Warranty. For the full term of this Agreement, Contractor represents and warrants to County that the Software and System, when used with the Equipment, will perform substantially as described in the Documentation and in this Agreement. This warranty does not cover any failure of the System resulting from (a) use of the System in other than the manner for which it was intended, (b) any modification of the System by County that is not authorized by Contractor, or (c) County providing improperly formatted data to be processed through the System.
- 13.3. Warranty Regarding Viruses. Contractor further represents, warrants, and agrees that the Software and System 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 Contractor has and will continue, for the full term of this Agreement, to use commercially reasonable security measures to ensure the integrity of the Software and System from data leaks, hackers, denial of service attacks, and other unauthorized intrusions.
- 13.4. ADA Compliance. Contractor represents and warrants that the Products and System are, and for the duration of the Agreement will remain, fully accessible and compliant with the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and all other Applicable Law, and that the Products and System meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as may be adopted by the International Organization for Standardization. Upon request, Contractor will provide County with any accessibility testing results and written documentation verifying accessibility, as well as promptly respond to and resolve accessibility complaints.
- 13.5. Intellectual Property Warranty. Contractor represents and warrants that at the time of entering into this Agreement, no claims have been asserted against Contractor (whether or not any action or proceeding has been brought) that allege that any part of the System including, without limitation, the APC Equipment and the Software, infringes or misappropriates any patent, copyright, mask copyright or any trade secret or other intellectual or proprietary right of a third party, and that Contractor is unaware of any such potential claim. Contractor also agrees, represents, and warrants that the System and Services will not infringe or misappropriate any patent, copyright, mask copyright or any trade secret or other intellectual or proprietary right of a third party.
- 13.6. Remedy. If County provides written notice of a breach of any representation or warranty stated in this Article 13, Contractor must, at no charge to County, promptly correct the breach by either (a) correcting or updating the System or (b) providing to County other measures that correct the breach. In addition, upon notice from County of any error or defect in the System, Contractor must immediately provide to County any known methods of operating the System in a manner that eliminates the practical adverse effects of the error or defect. If Contractor is unable to correct a material breach of this Article 13 within a reasonable period of time not to exceed fifteen (15) business days, County will be entitled to cancel the Agreement and receive a full refund of all amounts paid to

Contractor. If any portion of the System is replaced, that replacement portion must be warranted as provided above. The remedies in this Remedy provision are in addition to any other rights and remedies County may have under this Agreement or Applicable Law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto 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 _____, 2022, and Contractor, signing by _____ and through its President, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

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

By: _____
Mayor
____ day of _____, 2022

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

Karen S Gordon
By: _____
Karen S. Gordon (Date)
Senior Assistant County Attorney

Digitally signed by Karen S
Gordon
Date: 2022.10.11 15:11:57 -04'00'

KSG/bh
APC.In-House-Pharmacy.FY22.a01
10/05/22
#60064

CONTRACTOR

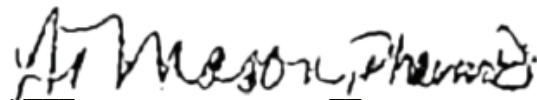
Advanced Pharmaceutical Consultants, Inc.

By:  _____
Authorized Signer

Raul Gonzalez, President
Print Name and Title

11th day of October, 2022

WITNESS:



Signature

Andrea T. Mason
Print Name of Witness above

Exhibit A - Statement of Work

Contractor and County agree that Contractor will provide the following work under this Agreement:

I. Project Request

Contractor will provide in-house pharmacy/medication management services and consultative guidance to County's Broward Addiction Recovery Division ("BARC") during the Term of this Agreement.

Contractor represents that the System, Software, Equipment, and Services provided under this Agreement will provide the functionality and solution outlined in this Statement of Work.

II. Services Description

Contractor will staff, manage, and operate all aspects of pharmacy and medication room services at various BARC facilities.

At a minimum, Services will include State of Florida licensed pharmacist(s), registered licensed pharmacy technician(s), licensed pharmacist consultant(s), and all Equipment and Software required for in-house pharmacy operations. Individuals of the public served under this Agreement will be referred to as "Clients" or "Patients." Contractor must ensure that the medication prescribed to each Client is: (i) appropriate (i.e., the correct dose, for the correct Client, and the drug interactions, etc.); (ii) accurately ordered; and (iii) dispensed in compliance with Applicable Law.

A. Location. Pharmacy management services will be provided at two (2) of the substance use disorder treatment facilities operated by BARC within Broward County.

1. Location I – BARC Central
 - a. Address: 325 SW 28th Street, Fort Lauderdale, FL 33315
 - b. Services: 50-bed capacity, Acute Detox, Medication-assisted Treatment ("MAT"), and Intensive Outpatient Services
2. Location II – BARC Boohar
 - a. Address: 3275 NW 99th Way, Coral Springs, FL 33068
 - b. Services: Residential – 92 beds split between gender type (male Patients side and female Patients side); and MAT Services

County may elect to add additional service locations, as Optional Services.

[Remainder of Page Intentionally Left Blank]

B. Software. Contractor must provide the following Software under this Agreement:

Software Suite, Version & Module	Type of License (e.g., Enterprise, User, Third-Party)	Describe Purpose, Functionality & Expected Operation of Software
HCS ePharmacy Micromedex Software license	• Minimum of fifty (50) user licenses (one license per workstation location) • Unlimited users	Provides comprehensive in-house pharmacy/medication management services

Third Party Software provided by Contractor	Quantity	Type of License (e.g., Enterprise, User, Third-Party)	Describe Purpose, Functionality & Expected Operation of Software
HCS ePharmacy Micromedex	2	Campus Wide License – one for central and one for Booher	Includes HCS Medication Reconciliation with Medication History Query & HCS eRX & EPCS – access to E-FORCSE PDMP
OmniExplorer, SRD-LIC-001 Software License	6	1 x license for each active cabinet	Used for remote medication lookup (if medication is not available on cabinet, nurse can look to see if it's available on another cabinet)
Microsoft Office 2016	4	Single Use device Professional License	General Office Applications

[Remainder of Page Intentionally Left Blank]

- C. Equipment.** Contractor must provide the following equipment for the duration of the Term, and upon the conclusion of the Term, Contractor must remove the Equipment and restore the premises to its original condition, unless otherwise approved by the Contract Administrator:

Equipment (identify by model number or other specific identification)	Quantity	Location
Omnicell XT-1 Cell Cabinet; NAC-FRM-104	6	4 x Central Location 2 x Booher Location
XT-48 Bin Open Configurable Drawer, MED-DRW-001	6	4 x Central Location 2 x Booher Location
Windows Server (ePharmacy/eMAR/CPOE) – Intel Quad Core Xeon E3-1230v3 16gb RAM, 4 DIMMs, 2 TB RAID1 SATA Drives	2	1 x Central 1 x Booher
Windows Workstation HP Pro 600 G1-All-in-One workstation, Intel Core-i5, 8gb RAM, 1TB SATA HD, Monitor	4	2 x Central 2 x Booher
Symbol LS2208 USB Barcode Scanner	4	1 x each HCS pharmacy workstation
Zebra GX420d Thermal Printer	2	1 x Central 1 x Booher
HP Enterprise M610N Laser Printer	2	1 x Central 1 x Booher

III. Technical Approach

A. Phases.

Upon receipt of the Contract Administrator’s written Notice to Proceed, Contractor must provide the Services in the following three (3) Phases:

1. Phase One: Project kick-off
2. Phase Two: Installation of Equipment and Software
3. Phase Three: Final Acceptance Testing

B. Implementation.

Contractor must provide, maintain, and utilize the necessary Equipment and Software for an automated pharmacy system at the designated BARC facility or facilities, including automated dispensing machines (“ADM” or “ADMs”), which must be stocked by licensed pharmacy staff utilizing inventory stock medications.

Contractor must install and configure pharmacy Software and ADMs at each applicable BARC facility and must create and test all usernames and passwords to ensure successful access. Within ninety (90) days after the Notice to Proceed, Contractor must provide County with documentation of successful validation of the tasks to be completed under Phase Two.

Contractor must provide and install recommended quantities and capacities of ADMs at each BARC location according to the pharmacy needs and dimensions of the BARC medication rooms as follows:

1. Location I - BARC Central, Medication Rooms: Medication Room #1 is located on the first floor in triage and is approximately sixty-eight (68) square feet; Medication Room #2 on the first floor in MAT area is approximately ninety-six (96) square feet; Medication Room #3 on the second-floor nurse's station is approximately two hundred and eleven (211) square feet. There are currently three (3) ADMs in use at this location, two of which are located in Medication Room #3. Contractor will replace the three (3) current ADMs with new ADMs and add a new ADM to Medication Room #1 for a total of four (4) ADMs, in accordance with the requirements of this Agreement. If Contractor or County deems additional ADMs are needed at this location, Contractor will install the additional ADMs, as required. All ADMs must have a two-part locking mechanism to separate certain medications (i.e., narcotics) from other medications.
2. Location II - BARC Booher: A minimum of two (2) ADMs at this location, which must have a two-part locking mechanism to separate certain medications (i.e., narcotics) from other medications. Medication Room #1 (male Patients side) is ninety (90) square feet; Medication Room #2 (female Patients side) is sixty-eight (68) square feet. For this location, County will be required to obtain and maintain Class II Institutional plus DEA endorsement(s).

The ADMs at each of these locations must include the following features, at a minimum:

- Patient profile information, Patient name, allergies, directions for use, and the prescribing physician.
- Capacity to stock all formulary medications.
- Support decentralized medication management to help clinicians safely and efficiently dispense medication to each Patient, which medication(s) must be: (i) appropriate; (ii) accurately ordered; and (iii) dispensed in compliance with Applicable Law.
- Simplified caregiving: Efficient, Patient-centric clinical workflows to guide nurses to medication and Patient information in one place.
- 24/7 real-time inventory tracking.
- Dispensed medications are recorded with date, time, site, employee, item number description, Patient name, and Patient number.

- Flexible storage space options to support size, scope, and capacity needs including storage for larger medications.
- Safety enhancements to help prevent potentially harmful medication errors and adverse drug events.
- Easy remote digital authorization, management, maintenance and repair, and optimization reports.
- Operational efficiency: Web access to enable pharmacists to efficiently manage the System and access operational reports and key metrics.
- Scalability: When available, common interfacing functionality integrates with Health Information Technology (“HIT”), allowing designated users to add functionality and devices as needs arise.
- Streamlined user management: Integration with Active Directory to simplify System user management and provide ad hoc user access reports.
- Reduced risk: The System sustains uptime while minimizing disruptions, delays, and risk of medication error.

Operation of the automated pharmacy System must be under the supervision of a State of Florida licensed pharmacist and will not require the pharmacist to be physically present at all times, provided the System can be monitored electronically by Contractor with proper safeguards.

C. Pharmacy Software/Licensing and Maintenance.

Contractor must provide all ancillary Software licenses, including monthly maintenance of software, necessary for pharmacy management and compatible to the Equipment as follows:

- Software must accommodate a minimum of fifty (50) users or for an unlimited number of users (users consist of BARC nursing staff).
- Software must have the capability to capture and transmit electronic Medication Administration Records (“eMAR”) at least once daily at an agreed upon time of day, and capability to be printed in a physical format (“MAR”) version. All order entries for eMARs must be verified by a licensed pharmacist who must have the capability to electronically enter orders twenty-four (24) hours/7 days per week.
- Contractor must provide the ability for full e-prescribing interoperability across all platforms both physically and remotely.
- Contractor must provide tracking and oversight of the Software’s override process for the dispensing of Client medications when utilized.

D. Interfaces.

Health Portals and/or Systems Interface

Contractor must provide System integration services to provide two-way interfaces with County's health portals and/or systems which are currently in use or any future health portals and/or systems used in the future during the duration of the Agreement which allow added functionality and devices as needs arise for County. Contractor will add, edit, or remove interfaces as required during the duration of this Agreement.

Active Directory Integration

Contractor to provide System integration services to provide two-way interface with County's Active Directory to simplify System user access.

BARC's Electronic Health Records System Integration/Interface

Contractor must provide Systems integration services, when available, to integrate with BARC's Electronic Health Record ("EHR") System (currently Echo) and enter all physician orders (received via fax or otherwise) with eScript capabilities into Contractor's provided pharmacy profile System and Software, which is interfaced to the ADMs and to include inpatient and outpatient features, and any additional software necessary to meet the office-based opioid treatment demands.

E. Responsibilities.

Contractor is responsible for complete implementation, oversight, and management of County's in-house pharmacy at BARC. Contractor will also be responsible for the following:

- Obtaining, maintaining, and supporting all necessary Equipment and Software, including Software licenses and rights, to provide the full functionality of the Systems and Services described in this Statement of Work.
- Contractor must provide all necessary staff and supplies to operate the in-house pharmacy management System and Services.
- Contractor must ensure that its staff complete all required County trainings annually, including but not limited to HIPAA and cybersecurity trainings.
- Contractor must provide all Equipment and Software maintenance. Maintenance services will include maintaining Equipment and Software, technical support, security and anti-virus updates and patches, operating systems, minor repairs, and replacement of deficient Equipment and Software of same make/model or County approved equivalent at no additional cost. Equipment repairs due to misuse by County staff, as mutually agreed upon by the Parties, will be invoiced as budgeted in Exhibit B as contingency equipment maintenance costs. Contingency equipment maintenance falls outside the regularly scheduled maintenance and minor repair services under this Agreement.

- Contractor must provide for the export of Client medication and related data from the pharmacy management System via a comma separated value (CSV) file, or other mutually compatible export file format, for upload to County's EHR.
- Contractor must provide County with 24-hour, on-call support for all Equipment, computer hardware, and Software Systems provided by Contractor. Contractor must ensure that accurate contact information is maintained and accessible to County staff to provide direct access to service and support required to resolve Equipment and System related problems based on the resolution timeframes reflected in Exhibit K in a timely manner.

F. Roles/Access Limitations.

Contractor must ensure that its staff adhere to any and all building regulations and policies regarding access and security, including but not limited to:

- Follow policies, procedures, and directives communicated by County, obtaining County-issued access/identification badges, and performing FDLE/Level II background screening of all Contractor staff (at no additional cost to County).
- Cooperate with County's Enterprise Technology Services ("ETS") Division to ensure the System and Services fully comply with all ETS requirements including pertaining to security, availability, processing integrity, confidentiality, and privacy of County's data.
- Provide a monthly report listing names of County and Contractor staff with access to the ADMs and any Software.
- Ensure maintenance of access request form completed by a supervisor at time of hire for new employees and at separation to add or rescind the Parties' staff access to ADMs and Software.

IV. Managerial Approach

Contractor must ensure that the persons responsible for Contractor'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. If Contractor seeks or is required to make any change to the composition of the Key Personnel, Contractor must provide County with thirty (30) days' advance written 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 will not be responsible for any additional costs associated with a change in Key Personnel.

A. Key Personnel.

Contractor's key personnel will be as follows:

Contractor's Key Personnel	Role	Email	Address/Phone
Raul Gonzalez	Director of Finance/President	rgonzalez@apcpharm.com	555 NE 15th Street Suite 200 Miami, FL 33132
Timothy Renner	Regional Manager/Consultant Pharmacist	trener@apcpharm.com	555 NE 15th Street Suite 200 Miami, FL 33132
Andrea Mason	Vice president Operations	amason@apcpharm.com	555 NE 15th Street Suite 200 Miami, FL 33132
Satpal Sautman(Shashi)	Pharmacist	Ssautman@apcpharm.com	555 NE 15th Street Suite 200 Miami, FL 33132
Eddy Hernandez	IT Director	ehernandez@apcpharm.com	555 NE 15th Street Suite 200 Miami, FL 33132
Kareem Williams	IT Specialist	kwiliams@apcpharm.com	555 NE 15th Street Suite 200 Miami, FL 33132

B. Pharmacy Personnel Requirements.

Contractor must provide, through its employees or agents, the Services of a State of Florida licensed pharmacist and registered licensed pharmacy technician to manage and operate the medication room pharmacies and provide adequate coverage required in connection with the Services to be furnished.

Contractor must maintain necessary certifications and appropriate, current, and valid licenses for Contractor's employees' professional practice as required by law for Contractor's facility and pharmacy licenses. Contractor must provide proof of current licenses, certifications, and routine background checks to County, including at the time of any Agreement term renewals or upon hire of new personnel.

Contractor must adhere to all rules and regulations of BARC and County, including those that govern conditions of employment for County and contracted staff and all applicable operating policies and procedures, which may be amended from time to time. Contractor must provide competent and qualified pharmacists, pharmacy technicians, and other personnel as needed to provide required Services. All personnel providing Services must be licensed or registered in the State of Florida, when applicable.

C. State of Florida Licensed Pharmacist.

A licensed pharmacist must be available to County 24-hours per day, 7 days per week for the review and entry of Client medication orders, either onsite or via secure, remote connection. The licensed pharmacist must have the ability to travel between BARC locations, including transport of medications, as needed.

The pharmacist must perform all duties and inspections required of a State of Florida licensed pharmacist, including but not limited to:

Enter orders electronically to the pharmacy System via secure remote connection or directly when onsite at County premises. The pharmacist must review all medication orders for appropriateness of the medication (i.e., purpose, dose, frequency, route of administration) and compliance with County formulary.

1. Enter orders electronically to the pharmacy System via secure remote connection or directly when onsite at County premises. The pharmacist must review all medication orders for appropriateness of the medication (i.e., purpose, dose, frequency, route of administration) and compliance with County formulary.
2. Use E-FORCSE®, the Florida Prescription Drug Monitoring Program (“PDMP”), to access a list of controlled substances Patients have filled at their pharmacy, to ensure safe prescribing and reduce drug diversion.
3. Conduct medication storage inspections, emergency cart inspections, distribution and disposal of medications, and after-hours drug cabinet inspections and accountability.
4. Be available onsite for initial ADM loads, to dispense Patient-specific medications, to prepack medications, and to visit facilities should the need arise or as requested by County.
5. Ensure appropriate temperature monitoring Equipment is in place and functioning for the storage of medication requiring refrigeration.
6. Provide a monthly summary of inspections, including findings and other data as needed.
7. Maintain an inventory of stock medications (as allowed under a modified Class II pharmacy license), on behalf of and owned by BARC, appropriate for the proper operation of the pharmacy and to meet the requirements of BARC’s medical staff (“Medical Staff”) and Patients.
8. Provide in-house and virtual trainings and education to BARC’s nursing staff and support staff, as requested by County, on medication and/or pharmacy management.
9. Conduct monthly audits and annual inventories of medications at each location and report on findings. Contractor must provide reporting for the perpetual inventory of medications ordered versus medications dispensed on a monthly basis.

10. Develop and implement procedures to periodically detect and resolve inventory discrepancies.
11. Fill prescriptions onsite or remotely and be able to transport medications, if needed.
12. Attend all County pharmacy or other healthcare committee meetings as requested by County.
13. Evaluate all prescriptions and over-the-counter medication for drug interactions, potential adverse interactions, or other irregularities prior to dispensing and communicate with the requesting physician/designee when there are contraindications for drug regimens.
14. Ensure that complete Patient profiles are maintained and available in the pharmacy/medication room sites in compliance with Applicable Law, including accrediting bodies such as The Joint Commission (TJC) or Commission on Accreditation of Rehabilitation Facilities (CARF). Patient profile records must conform to standard pharmacy practices to permit County to provide proper Patient care and to conduct effective quality review.
15. Provide accurate and complete records containing daily documentation of all medications, services, and other items provided by pharmacy staff to the Patients. Contractor must prepare and maintain pharmacy records in compliance with Applicable Law, and in accordance with applicable standards of accrediting bodies such as TJC or CARF. Patients' pharmacy records and charts must conform to standard pharmacy practice to permit quality review of Patient care.
16. Perform any other duties as delegated by the consulting pharmacist, Contractor, or County within the scope of this Agreement.

D. Licensed Pharmacy Technician.

Contractor must provide, as needed, an on-site licensed pharmacy technician (under the direct supervision of the licensed pharmacist) for review of day-to-day operations, placing medication orders, running reports, assisting nursing staff with any medication related supply issues, and any other functions assigned by Contractor.

The licensed pharmacy technician must have the ability to travel between locations, including transport of medications, as needed.

E. Prescriptions.

Using County's registrations, licenses, and permits, and County's designated prescription contract, Contractor's pharmacy personnel will serve as a liaison and will be responsible for ordering all prescription drugs required to maintain an inventory of stock medications and Client specific medications, as prescribed, including all controlled substances as allowed under County's modified Class II pharmacy license. All drugs ordered are subject to County's approval. Contractor will be responsible for submitting monthly billing to

County for prescriptions ordered and received. County will retain ownership of all medications ordered by Contractor.

1. Contractor must utilize County's agreements with Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and its drug wholesaler, currently Cardinal Health; any contracted specialty pharmacies; and any other pharmaceutical distributors, group purchasing organizations (GPOs), or other outlets to purchase all prescription medication, including controlled substances.
2. Contractor will ensure that County receives all manufacturer rebates relating to drugs ordered by Contractor for County or the BARC facilities.

F. Consultation Services: General.

Contractor must have available for consultation a State of Florida licensed pharmacist, accessible 24 hours a day (including onsite or remotely via telephone and videoconferencing). This person will be designated as the consulting pharmacist. The consulting pharmacist must provide services as follows:

1. Ensure all required licensure standards for pharmaceutical Services and standards are met as established by organizations including, but not limited to, TJC, CARF, Medicare, and Medicaid.
2. Comply with Applicable Law including, without limitation, applicable standards of the Food and Drug Administration, the Drug Enforcement Administration ("DEA"), the Federal and State Departments of Health ("DOH"), the Department of Children and Families ("DCF"), the Agency for Health Care Administration ("AHCA"), Substance Abuse and Mental Health Services Administration ("SAMHSA"), and the State Board of Pharmacy.
3. Provide an electronic clinical pharmacology reference including, without limitation, as may be required by the terms of use for the applicable software or Equipment, for use by County staff to inform or advise Patients about prescription drugs, possible side effects, and interactions among different drugs.
4. Provide oversight of pharmacy operations in all units and service facilities for compliance with laws, policies, and procedures applicable to storage, dispensing, and proper destruction and disposal of drugs. Oversight will include the set-up and subsequent review processes for medication storage monitoring, inspections, and continuous quality improvement including, but not limited to the following:
 - Drug storage.
 - Emergency carts.
 - Emergency treatment boxes and emergency medication kits.
 - Medication room, medicine cabinets, and refrigerated medications, including but not limited to organization, cleanliness, security, storage, and temperatures.

- After-hours drug cabinets.
 - Storage rooms and refrigerators to ensure accountability for and security of medications, including controlled substances.
 - Addressing medication packaging, labeling, and expiration dates.
 - Medication destruction and disposal.
 - Licenses, permitting, and registrations.
 - Medication and narcotic administration reports.
 - Patient drug regimens.
5. Develop and implement policies and procedures as follows:
- General pharmacy Equipment and Software guides, including how to verify that the pharmaceuticals loaded and delivered by the automated dispensing System are accurate and that the machine is properly stocked.
 - Review and draft pharmacy and medication management policies and procedures on behalf of County that are aligned with Applicable Law, including the accrediting body for the in-house pharmacy management, and TJC or CARF standards.
 - Provide pharmacy policies and procedure manuals and train staff on the policies and procedures annually and upon two (2) weeks of hire.
 - Conduct annual reviews and update the policies and procedures.
 - Policies and procedures must be drafted adhering to County's approved format and made available to BARC staff for review and approval prior to implementation. County will retain ownership and rights of all work-products and policies developed on behalf of County.
6. Provide technical support and expertise during external or internal audits, inspections, and surveys.
7. Develop and maintain a medication distribution System that meets all regulations, guidelines, and professional standards for pharmacies, maintain inventory, and provide monthly usage reports for BARC.
8. Ensure that all drugs prescribed are duly authorized under the appropriate Applicable Law.
9. Develop and comply with a drug surveillance and drug utilization review program that meets regulatory requirements and is sufficient to meet the needs of BARC.
10. Develop and comply with a drug formulary and formulary system in conjunction with BARC's medical staff and coordinated by BARC.

11. Develop a drug cost containment and formulary management program to include barcoding for storage and inventory control so that scheduled and non-scheduled medications that can be diverted are stored in the ADMs.
12. Provide Patient medication profile monitoring at the time of dispensing for medication allergies, drug interactions, duplication of therapy, contraindications, and safe dosing. The pharmacist must notify the prescriber of any issues. The consulting pharmacist must also ensure the following:
 - Full and complete Patient profiles are prepared and maintained by the medication room pharmacy in compliance with Applicable Law, as well as all applicable standards of BARC's accrediting agencies;
 - All Patient profile records conform to good pharmacy practice to permit Patient care and quality review; and
 - There are accurate, daily medication administration records of all services and items provided by the medication room pharmacy to BARC Patients.
13. Provide adequate and necessary data to allow for accurate Patient billing and accountability.
14. Monitor and inform BARC of all necessary pharmacy licenses and permit renewals.
15. Perform record keeping and security of controlled substances maintained within BARC medication rooms.
16. Provide pre-survey preparation assistance including mock pharmacy surveys for external regulatory agencies including, but not limited to: CARF, Centers for Medicare and Medicaid Services ("CMS"), DEA, DCF, SAMHSA & TJC. Contractor must also provide BARC with accreditation assistance in correcting deficiencies related to medication management and related pharmacy issues.
17. Schedule and prepare an annual independent audit and medication reconciliation using an independent third-party firm at no additional cost to County.
18. Provide in-house trainings to County staff and medication guidance to Patients, as needed.
19. Attend all County pharmacy or other healthcare committee meetings as requested by County.
20. Prepare a monthly pharmacy consultation report in accordance with applicable TJC and AHCA standards that includes but is not limited to a review of medication administration records of each Client as required by an accrediting body or organization such as TJC or CARF. The review results must indicate the effectiveness of the drug delivery process and its documentation and monitoring of prescribed polypharmacy as outlined in this Statement of Work.

G. Subcontractors.

Prior to subcontracting any Service or work under this Agreement, Contractor must receive approval in advance and in writing by Contract Administrator for the use of any and all intended Subcontractors. Contractor must identify all Subcontractors used for the implementation or support of the pharmacy management Services and identify all payments to and tasks to be performed by the Subcontractors.

Subcontractors must be properly licensed and must provide the Services in accordance with Applicable Law, assuming all responsibility and liability for all pharmaceutical Equipment and Services provided.

H. Hours and Processing Times.

All locations and processing times below are subject to change at County's discretion but are currently as follows:

- Location I - BARC Central: A registered licensed pharmacist must be on-site between the hours of 7:00 a.m. – 7:00 p.m. Eastern Time (hereinafter referred to as “normal operating hours”), seven (7) days a week, for up to forty (40) hours per week per pharmacist, or the Parties’ mutually agreed upon number of hours and timeframe necessary to successfully operate and support a 24-hour, fifty (50) bed detoxification unit and an outpatient medication-assisted treatment (“MAT”) program. The Parties acknowledge that physical presence of a pharmacy technician may not be needed at all times or at all.
- Location II - BARC Booher: A registered licensed pharmacist must be on-site between the normal operating hours of 7:00 a.m. – 7:00 p.m. Eastern Time for forty (40) hours per week, per pharmacist, seven (7) days a week or the number of hours necessary (to be determined and agreed upon between County and Contractor) to successfully operate and support a 24-hour, ninety-two (92) bed residential unit and an outpatient MAT program. The Parties acknowledge that physical presence of a pharmacy technician may not be needed at all times or at all.

I. Holiday/Vacation/Overtime.

Contractor is responsible for any and all holiday or vacation pay owed to Contractor's pharmacy personnel.

1. Contractor must provide replacement staff and ensure no lapse in coverage.
2. Overtime pay is not applicable to this Agreement; it is Contractor's responsibility to stagger pharmacy personnel coverage to ensure availability, onsite or remotely, as agreed between Contractor and County.

J. Staff Schedules.

Contractor must submit staffing schedules for all pharmacy personnel (including remote and onsite availability, number and type of staff, and staff contact information) for County review and approval prior to initial implementation and prior to subsequent changes.

1. Either Party may propose a change to the staffing model or the staff workplace assignments identified in this Agreement by giving the other Party no less than thirty (30) days' prior written notice before such changes take effect; however, County will have final approval of all changes.
2. At Contractor's discretion, the hours allotted to Contractor's staff may be converted among positions for no more than a ten percent (10%) variance of the budgeted staffing hours. Contractor must obtain prior approval from the Contract Administrator for any conversion above the ten percent (10%) variance. All hours converted must remain within the cost item budget and must not exceed the annual amount of the Agreement. This authority and discretion do not apply during periods of Emergency Conditions, as defined below.
3. Upon providing Contractor written notification, County reserves the right to request replacement or reassignment of any staff or personnel hired by Contractor to carry out the Services under this Agreement. Contractor must comply with County's request to replace or reassign the identified Contractor staff within the prescribed time stated in County's request.

K. After-hours Services and Coverage.

After-hours means coverage or Services required to be performed outside of normal operating hours (or other standard operating hours as agreed upon between Contractor and County), and which must be charged at the hourly rates set forth in Exhibit B. Contractor must provide after-hours and pharmacy coverage to the pharmacy to the extent County or Contractor determines necessary. Such after-hours Services may be performed remotely if remote performance is appropriate and sufficient to perform the work; if in-person or on-site performance is required, Contractor must provide same, unless otherwise agreed by the Parties. Consultant must ensure that pharmacy personnel will be available to provide after-hour Services in accordance with this section and this Agreement.

L. Emergency Services and Coverage.

In the event of any natural, technological, terrorism-related disaster, other emergency declared by County, or an emergency situation at BARC's designated facilities (collectively, "Emergency Conditions"), Contractor must provide emergency Services and pharmacy coverage (as County requests or determines is needed) remotely or in person, as required by the situation or as otherwise agreed by the Parties. Emergency Services and coverage are subject to the following:

1. Consultant must ensure that pharmacy personnel will be available to provide on-site pharmacy coverage in the event of an Emergency Condition.
2. A local back-up pharmacy must be arranged by Contractor to procure urgent ("STAT") medications required prior to receipt of the routine drug shipment.
3. Contractor must ensure that there is adequate medication in stock during a watch event of an Emergency Condition. A five (5) to seven (7) day supply of medications must be available on hand in the event of an emergency activation when supplies may be limited or unobtainable.
4. In the case of an emergency activation initiated by County (including but not limited to hurricanes, natural/man-made disasters, etc.), Contractor acknowledges that processing times will be modified in accordance with governmental and regulatory mandates.
5. Contractor must abide by BARC Continuity of Operations Plan (COOP) before during and/or after Emergency Conditions to ensure accountability and control of medication inventory including the security of narcotic drugs.
6. Contractor acknowledges that County will notify Contractor in writing (in accordance with the Notices section) of when the Emergency Activation Rates set forth in Exhibit B, Payment Schedule, take effect and end.

V. Training

Contractor must provide authorized County staff with a minimum of two (2) training sessions each that will consist of two (2) types of training: Equipment and Software use, and ad hoc training. Trainings may be on-site or virtual, based on the operational needs of County. Trainees must be provided with training materials and/or job-aids in an electronic or hardcopy version prior to the training session. Training must occur no later than one-hundred twenty (120) days after receipt of County's Notice to Proceed.

Contractor must maintain a training log documenting the training date, presenter, type of training, training method (on/off site, virtual, etc.), and names of County staff in attendance. The training logs must be submitted with the monthly invoice for the applicable month training occurred. The following trainings must be provided as part of the Services under this Agreement:

- A. Equipment and Software Use Training:** To the extent requested by County, Contractor must provide a minimum of two (2) training sessions in Phase Two on how to use the pharmacy Software and to dispense Patient medication from the automated dispensing system, including emergency manual override procedure. This training must be for up to twelve (12) users per session, for a minimum of two (2) hours in length and presented in a Train the Trainer format. After Final Acceptance, Contractor must provide training on an as needed basis for new hires.
- B. Ad hoc Training:** Contractor must provide training sessions to County staff on medication or pharmacy management. Trainings must be provided as needed, on a

date, time, and length of time as agreed to by County and Contractor and presented in a one-on-one or group format.

VI. Communication and Reports

Contractor and County will adhere to the following communication and reporting schedule unless otherwise agreed in writing by the Parties:

A. Meetings/Communication.

1. Project kickoff meeting: At the commencement of Phase One, and no later than seven (7) calendar days after receipt of the Notice to Proceed, Contractor must coordinate and conduct a remote project kickoff meeting to introduce project team members, objectives, and next steps. Contractor must provide County with a kickoff meeting agenda prior to conducting the kickoff meeting.
2. Weekly status meetings: Contractor must lead and conduct remote weekly status meetings detailing the progress of tasks along with any proposed changes to the project timeline throughout the duration of the Agreement.

B. Required Reporting.

1. Project Phase Statuses: Upon completion of each phase, Contractor must send written notice to the Contract Administrator requesting County's preliminary acceptance of the applicable phase. The Contract Administrator will issue written notice of preliminary acceptance of the applicable phase or rejection of the phase and identify reasons why the phase has not been completed. Contractor may resubmit a written request for preliminary 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.
2. Written Project Plan and Timeline: Contractor must provide County with a written and detailed project plan no later than thirty (30) days after receipt of the Notice to Proceed for Phase One. The project plan must include, at a minimum, a schedule of project tasks and estimated durations ("Project Plan").
3. Equipment/Software Order Confirmations: Contractor must order initial Equipment and Software and provide County with all order confirmation pages.
4. All Other Reports: Contractor will be required to submit all required reports requested by County in County's approved format.

VII. Deliverable Products and Services

Contractor must provide the following deliverables, which will be considered preliminarily accepted by County only upon written notice by the Contract Administrator that the deliverable meets the applicable requirements or preliminary acceptance criteria.

After successful Final Acceptance, Contractor must provide ongoing in-house pharmacy management Services in accordance with this Agreement.

DELIVERABLES: Phase One

No.	Description	Deadline	Requirements or Preliminary Acceptance Criteria
1	Kickoff Meeting Agenda	No later than seven (7) calendar days after receipt of the Notice to Proceed	Deliver kickoff meeting agenda
2	Project Plan and Timeline	No later than thirty (30) calendar days after receipt of the Notice to Proceed	Deliver written Project Plan and timeline
3	Equipment/Software Order Confirmations	Thirty (30) calendar days after receipt of Notice to Proceed	Provide Equipment/Software order confirmations

DELIVERABLES: Phase Two

No.	Description	Deadline	Requirements or Preliminary Acceptance Criteria
1	Training Sessions/Training Manuals and Job Aids	No later than one-hundred twenty (120) calendar days after receipt of Notice to Proceed	Provide a minimum of two (2) training sessions each to County staff on use of pharmacy Equipment and Software/ADMS Provide copies of training manuals and job aids

DELIVERABLES: Phase Three

No.	Description	Deadline	Requirements or Preliminary Acceptance Criteria
1	Final Acceptance Testing	No later than thirty (30) calendar days after Contractor provides written notice to County that the System is ready for Final Acceptance testing	Written confirmation by County of successful completion of Acceptance Test plan

VIII. Performance Measures and Outcomes

Contractor must adhere to the following performance measures and meet the specified outcomes, as established by BARC, to measure Contractor's performance:

Performance Measure	Outcome	Explanation
Accuracy of medications delivered to ADM: System problems and failures must be reported within twenty-four (24) hours of any occurrence.	Medications must be delivered accurately to the ADM.	Contractor's pharmacist must ensure that the right medication, right dose, right number of doses, and right route are delivered to the ADM with the proper Client's name.
Response to emergency situations: Contractor must maintain a full inventory stock of supplies and ensure a zero percent loss of Client medications.	Patients must not be affected by emergency situations; a minimum five (5) day supply of medication per Client must be always maintained.	In the event of an Emergency Condition, evacuation, or relocation, Contractor must ensure that medications are securely transferred with proper temperature stabilization. Emergency or first aid medications and their associated supplies must be readily accessible. When emergency medications or supplies are used, Contractor must replace them within one (1) business day to maintain a full inventory stock. Contractor must provide options for substitution if medication shortages occur.
Timeliness to deliver non-formulary medications: Frequently administered medications must be delivered within forty-eight (48) hours and medication administered daily must be delivered by the next calendar day.	Non-formulary medications must be delivered promptly and readily available for Client dosing.	When County's physician orders a non-formulary medication, orders must be faxed to the pharmacist. The pharmacist must obtain the medication and deliver it to the ADM within the expected forty-eight (48) hour timeframe. Contractor must ensure an efficient process is maintained always.

IX. Pass-through Allowance

Contractor will be reimbursed for additional expenses incurred on a monthly and case-by-case basis for all pass-through expenses, including supplies and licenses required to operate the in-house pharmacy management System and Services. All expenses requested for reimbursement must include, at a minimum, a receipt and proof of payment, and must be separated from the regular monthly service costs on the invoice. Reimbursable expenses may include fees associated with the following:

- A. **Reverse Drug Distribution.** Contractor must provide County the capability to utilize services of a contracted reverse drug distributor for returning expired or unused County inventory medications to the appropriate drug wholesaler for credit.

Reimbursements issued by drug wholesaler for all medication returns must be credited to County.

- B. Medication Delivery.** Contractor may be required to deliver medications (including emergency/STAT medications), pharmacy Equipment, or supplies to different BARC facilities, as needed, for special and after-hours orders as pass-through charges.
- C. Single Case-by-Case Purchase(s).** Contractor may be requested to purchase medications or items on behalf of County, including but not limited to non-formulary medication or formulary medication currently out of stock at BARC facilities. Contractor must make every effort to cover the cost for retail purchase of medications by billing the Client's insurance, if available, prior to seeking reimbursement from County.
- D. Other costs.** Other costs must be reviewed and approved by County prior to purchase, or prior to Contractor incurring a financial obligation for such costs. County reserves the right to request additional services, Software, Equipment, upgrades, personnel, etc., as needed on a pass-through basis.

X. Monthly Invoicing

All costs for the in-house medication room/pharmacy management Services under this Agreement are to be inclusive of all pharmacy supplies, delivery/transport fees, mileage, pharmacy staff and consultations, pharmacy Equipment, monthly Equipment maintenance fees (including contingency equipment maintenance, if applicable), pharmacy Software licensing and maintenance fees, medication transportation services, and other service fees. Pass-through expenses will not be inclusive but must still be invoiced with no additional mark-up to the cost of the pass-through expense.

Contractor's monthly invoices must be based on the service rates provided in Exhibit B – Payment Schedule, and must include all reimbursable pass-through charges for all preapproved items or services procured by Contractor on behalf of County during the month invoiced as follows:

- A.** Contractor must submit time sheets or hourly activity logs for all Contractor provided staff to account for total hours worked, by week, during the month invoiced and original invoices to support the cost to Contractor for acquisition of reimbursable items or services.
- B.** Invoices must include, at a minimum, an invoice number, date, Contractor's tax identification number, Contractor's remit address, Contractor's telephone number and email address, the applicable County purchase order number, unit rate, and unit of measure as stated in this Agreement.
- C.** Contractor must maintain timesheets for each employee providing Services at BARC facilities. Timesheets must be submitted with the monthly invoice to reconcile total hours worked during the service month.
- D.** Contractor will be responsible for all travel and transportation charges for delivery of supplies or services specified.

- E. Contractor must submit invoices via email to BARC_Invoices@broward.org no later than the 15th day of the month following provision of the Services.
- F. Contractor must provide any additional documentation required by County to reconcile costs or perform an audit on an as-needed basis.

XI. Optional Services

A. Transition and Disentanglement Services.

Contractor acknowledges that expiration or termination of this Agreement will require certain transition and disentanglement services and agrees to provide such services in accordance with the Transition/Disentanglement provision in Exhibit G – Service Level Agreement.

B. Additional Services, Products and Support and Maintenance.

County may from time-to-time purchase from Contractor any additional services or products including – without limitation – Software licenses or subscriptions, firmware, Equipment, modules, and/or support and maintenance. If and to the extent County elects to purchase such Optional Services via a purchase order or under a Work Authorization (with an accompanying Statement of Work, if applicable), as County determines appropriate, the Optional Services will be subject to any applicable not-to-exceed amounts set forth in this Agreement.

C. Professional Services.

County may from time-to-time purchase from Contractor any professional services (such as consulting, equipment repairs, professional services, training, or other hourly services). If and to the extent County elects to purchase additional services via a purchase order or under a Work Authorization (with an accompanying Statement of Work, if applicable), as County determines appropriate, the additional services will be subject to any applicable not-to-exceed amounts set forth in this Agreement.

D. Office Based Opioid Treatment (“OBOT”).

BARC operates an OBOT program, under the supervision of its medical director. Contractor must implement and monitor the OBOT program at the designated BARC facilities. Implementation and monitoring include but is not limited to:

1. Opening a wholesaler pharmacy account in the name of BARC's medical director with the DEA license matching the address of the applicable BARC facility and the medical license. Once the account is open, Contractor must order the buprenorphine products for administration.
2. Storing medications at BARC's designated facilities under Contractor's security standards.
3. Using BARC's/medical director's OBOT credentials to order Sublocade and other controlled substances that are used to treat opioid use disorder. Contractor must place all orders with a specialty pharmacy and deliver the medications to the designated BARC facilities. Contractor acknowledges that Contractor may need to prescribe and fill medications daily, and that administration of medication must

be performed by a BARC physician or designated provider who is under the supervision of BARC's medical director.

4. Developing and implementing all policies and procedures for the OBOT program. Policies and procedures must be drafted adhering to County's approved format and made available to BARC staff for review and approval prior to implementation. County will retain ownership and rights of all work-products and policies developed on behalf of BARC and County.
5. Providing continuous oversight of the OBOT program, which includes participating in meetings pertaining to or impacting the program and providing regular updates and required reports to County, as mutually agreed upon.
6. Performing a minimum of one (1) inspection per month to ensure compliance with the OBOT program and any established external or internal regulations, policies, procedures, etc.
7. Ordering, storing, and documenting medication prescribed under the OBOT program.
8. Recommending and implementing Software required to e-prescribe controlled substances, when available, interface pharmacy features with BARC's EHR (currently ECHO) to include inpatient and outpatient features, and any additional software necessary to meet the OBOT program demands.
9. Reporting to the state's prescription monitoring program on a daily basis as required by law, if required.
10. Providing any additional consultation Services as outlined above in the Consultation Services: General section above for the provision of the OBOT program.

XII. Final Acceptance Test Plan

County will perform the Final Acceptance test upon written notice by Contractor, which notice County must receive within one-hundred twenty (120) calendar days of the issuance of Notice to Proceed, that the System and related Services are complete and ready for Final Acceptance testing. Final Acceptance testing may be completed through use and access of the System. The Final Acceptance testing duration will be no later than thirty (30) calendar days, unless otherwise extended by mutual agreement of the Parties.

County's Contract Administrator will provide written Final Acceptance only upon successful completion of all the Final Acceptance test criteria stated below:

No.	Deliverable	Final Acceptance Test Criteria	Pass/Fail
1.	Software Installation	County to confirm Software is installed and functioning as described in Section III – Technical Approach	
2.	Equipment Installation	County to confirm ADMs have been installed at each designated location and are functioning as described in Section III – Technical Approach	
3.	Automated Pharmacy System/Automated Dispensing Machines	County to confirm the automated pharmacy system and automated dispensing machines at all locations prescribe medication to each Client in a manner that is: (i) appropriate (i.e., the correct dose, for the correct Client, and the drug interactions, etc.); (ii) accurately ordered; and (iii) dispensed in compliance with Applicable Law as described in Section II – Services Description	
4.	HIT Interface	County to confirm HIT Interface is functioning as described in Section III – Technical Approach	
5.	Active Directory Integration	County to confirm the System integrates with Active Directory as described in Section III – Technical Approach	
6.	Electronic Health Records Interface	County to confirm the Software integrates with County's Electronic Health Records System, when available, as described in Section III – Technical Approach	
7.	ADM Interface	County to confirm ADMs interface with pharmacy Software as described in Section III – Technical Approach	
8.	Software's Override Process	County to confirm the Software's override process for the dispensing of Client medication functions successfully as described in Section III – Technical Approach	
9.	Drug Cost Containment and Formulary Management	County to confirm the drug cost containment and formulary management program is established and operating successfully and includes barcoding for storage as described in Section IV – Managerial Approach	
10.	Password Configuration	Password lengths are set according to ETS requirements, as described in Section III – Technical Approach	
11.	User Access	Appropriate display views and access based on user level, as described in Section III – Technical Approach	
12.	ADA Compliance	Products and System are fully accessible and compliant with the American with Disabilities Act, 42 U.S.C. § 12101 and Section 504 of the Rehabilitation Act of 1973, and meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard.	

[Remainder of Page Intentionally Left Blank]

Exhibit B
Payment Schedule

This chart reflects the maximum not-to-exceed quantities and costs for which Contractor may invoice County for goods and services provided under the Agreement, as provided in the Compensation article of the Agreement.

Line Item	Year 1			Year 2			Year 3		
	Unit Cost	Estimated Annual Qty.	Annual Cost	Unit Cost	Estimated Annual Qty.	Annual Cost	Unit Cost	Estimated Annual Qty.	Annual Cost
One-Time Initial Start Up Costs Location I - Central Facility	\$18,033	1 Each	\$18,033						
One-Time Initial Start Up Costs Location II - Booher Facility	\$14,948	1 Each	\$14,948						
One-Time Initial Start Up Costs OBOT – All locations	\$1,500	1 Each	\$1,500						
Licensed Pharmacist/Onsite (Central)	\$71/hr	2,912 Hours	\$206,752	\$73/hr	2,912 Hours	\$212,576	\$75/hr	2,912 Hours	\$218,400
Licensed Pharmacist/Onsite (Booher)	\$69/hr	2,912 Hours	\$200,928	\$71/hr	2,912 Hours	\$206,752	\$73/hr	2,912 Hours	\$212,576
Licensed Pharmacist (Remote & After-Hours)	\$61/hr	1,300 Hours	\$79,300	\$63/hr	1,300 Hours	\$81,900	\$65/hr	1,300 Hours	\$84,500
Licensed Pharmacist (Emergency Activation Rates*)	\$71/hr	--	--	\$73/hr	--	--	\$75/hr	--	--
Registered Pharmacy Technician/ Onsite (Central)	\$20/hr	2,912 Hours	\$58,240	\$21/hr	2,912 Hours	\$61,152	\$22/hr	2,912 Hours	\$64,064
Registered Pharmacy Technician/Onsite (Booher)	\$20/hr	2,912 Hours	\$58,240	\$21/hr	2,912 Hours	\$61,152	\$22/hr	2,912 Hours	\$64,064
Registered Pharmacy Technician (Emergency Activation Rates*)	\$20/hr	--	--	\$21/hr	--	--	\$22/hr	--	--
Licensed Pharmacy Consultant (General/offsite)	\$85/hr	480 Hours	\$40,800	\$87/hr	480 Hours	\$41,760	\$89/hr	480 Hours	\$42,720
Licensed Pharmacy Consultant (OBOT/onsite)	\$0/hr	480 Hours	--	\$0/hr	480 Hours	--	\$0/hr	480 Hours	--

Line Item	Year 1			Year 2			Year 3		
	Unit Cost	Estimated Annual Qty.	Annual Cost	Unit Cost	Estimated Annual Qty.	Annual Cost	Unit Cost	Estimated Annual Qty.	Annual Cost
Licensed Pharmacy Consultant (OBOT/offsite)	\$0/hr	480 Hours	--	\$0/hr	480 Hours	--	\$0/hr	480 Hours	--
Pharmacy Equipment (Central)	\$2,927/ Month	12 Months	\$35,124	\$2,927/ Month	12 months	\$35,124	\$2,927/ Month	12 months	\$35,124
Pharmacy Equipment (Booher)	\$1,590/ Month	12 Months	\$19,080	\$1,590/ Month	12 Months	\$19,080	\$1,590/ Month	12 Months	\$19,080
Equipment Maintenance (Central)	\$540/ Month	12 Months	\$6,480	\$540/ Month	12 Months	\$6,480	\$540/ Month	12 Months	\$6,480
Contingency Equipment Maintenance (Central)	\$270/ Month	12 Months	\$3,240	\$270/ Month	12 Months	\$3,240	\$270/ Month	12 Months	\$3,240
Equipment Maintenance (Booher)	\$270/ Month	12 Months	\$3,240	\$270/ Month	12 Months	\$3,240	\$270/ Month	12 Months	\$3,240
Software Licensing/ Maintenance (Central)	\$1,525/ Month	12 Months	\$18,300	\$1,525/ Month	12 Months	\$18,300	\$1,525/ Month	12 Months	\$18,300
Software Licensing/ Maintenance (Booher)	\$1,525/ Month	12 Months	\$18,300	\$1,525/ Month	12 Months	\$18,300	\$1,525/ Month	12 Months	\$18,300
Management Fee	\$6,000/ Month	12 Months	\$72,000	\$6,200/ Month	12 Months	\$74,400	\$6,400/ Month	12 Months	\$76,800
Annual Totals (*Emergency Activation Rates Excluded)			\$854,505			\$843,456			\$866,888
Optional Services (Subject to section 3.8 and section XI of the Statement of Work but bound to the Not-to-Exceed Amount in section 5.1)	\$400,000								
Three Year Not-to-Exceed Total (*Emergency Activation Rates Excluded)									

Escalation. All prices for the Initial Term are fixed in accordance with the pricing stated in the Agreement. Contractor may request a price adjustment for unit prices for any applicable Extension Term, which, if approved, will be applied to the rates in effect for the prior term of the Agreement. This request must be in writing, must be submitted to the Contract Administrator at least ninety (90) days prior to the start of the next applicable Extension Term and must be accompanied by documentation to substantiate the need for the price adjustment.

Any price adjustment will be consistent with the Consumer Price Index ("CPI"). The CPI data will be obtained from the U.S. Bureau of Labor Statistics' table for CPI for all Urban Consumers ("CPI-U"), all items in Miami-Fort Lauderdale-West Palm Beach, FL, all urban consumers, not seasonally adjusted or as amended or replaced by the agency. If no such index is published, the Contract Administrator will designate a reasonably similar index.

The Contract Administrator, in their sole discretion, will determine if Contractor's requested adjustment is in the best interest of County based upon current market conditions and information regarding similar services in the area. County approval is required for any price adjustment requested by Contractor; the Contract Administrator will provide written notification to Contractor of County's decision to approve or reject any requested adjustment. The Contract Administrator may also initiate a price adjustment consistent with the CPI-U; unless otherwise stated in the Agreement, Contractor's written approval is required for any price adjustment initiated by County.

If approved by County, the CPI price adjustment percentage is calculated as follows: the difference of the CPI current period less the CPI previous period, divided by the CPI previous period, times 100. The CPI current period means the most recently published monthly index prior to Agreement's annual anniversary. The CPI previous period means for the same month of the prior year. The CPI price adjustment percentage for any year will not exceed a maximum change of three percent (3%).

Contractor acknowledges that any adjustment is in the Contract Administrator's sole discretion and if any such adjustment is not approved by the Contract Administrator, Contractor is obligated to perform the Services in full for the entire Term without the requested adjustment to pricing.

[Remainder of Page Intentionally Left Blank]

Exhibit C

Minimum Insurance Requirements

Project: In-house Pharmacy Management Services
Agency: Broward Addiction Recovery Center

TYPE OF INSURANCE	ADD L IND	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☐ XCU Explosion/Collapse/Underground ☒ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury ☐ Riggers Liability Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☒	☐	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	 \$1,000,000 	 \$2,000,000
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	☒	☒	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	 \$1,000,000 	
☐ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☐ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	☐	☐			
☒ WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	☒	Each Accident	STATUTORY LIMITS	
☒ EMPLOYER'S LIABILITY			Each Accident	\$100,000	
☒ Pharmacist Professional Liability Insurance (Errors and Omissions).	☐	☐	If claims-made form: Extended Reporting Period of: *Maximum Deductible:	\$2,000,000 2 Years \$100,000	
☒ Cyber Liability Insurance	N/A	☒	If claims-made form: Extended Reporting Period of: *Maximum Deductible:	\$1,000,000 2 years \$100,000	
☐ Crime and Fidelity/Employee Dishonesty <i>Broward County must be named as a Loss Payee</i>			Each Occurrence:		
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			 TIMOTHY CROWLEY dc=cty, dc=broward, dc=bc, ou=Organization, ou=BCC, ou=RM, ou=Users, cn=TIMOTHY CROWLEY 2020.02.07 16:54:09 -05'00' Risk Management Division		

Exhibit D
Certification of Payments to Subcontractors and Suppliers

Contract No. GEN2120540P1

Project Title In-House Pharmacy Management Services

The undersigned Contractor hereby swears under penalty of perjury that:

1. Contractor has paid all Subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with the "Compensation" article of this Agreement, except as provided in paragraph 2 below.
2. The following Subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or supplier's name and address	Date of disputed invoice	Amount in dispute

3. The undersigned is authorized to execute this Certification on behalf of Contractor.

Dated _____, 20__

Contractor Name

By _____
(Signature)

By _____
(Name and Title)

STATE OF)

)

COUNTY OF)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

State of Florida at Large (Seal)

My commission expires:

Exhibit E

BUSINESS ASSOCIATE AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA AND BUSINESS ASSOCIATE ADVANCED PHARMACEUTICAL CONSULTANTS, INC.

This Business Associate Agreement (“BAA”) is entered into by and between Broward County, Florida (“County”), and Advanced Pharmaceutical Consultants, Inc., with its principal office located at 9999 NE 2nd Avenue, Suite 315, Miami Shores, Florida 33138 (“Business Associate”) (each a “Party,” and collectively the “Parties”), in connection with the In-House Pharmacy Management Services, RFP # GEN2120540P1 (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”), the American Recovery and Reinvestment Act of 2009 (“ARRA”), and the Health Information Technology for Economic and Clinical Health Act (“HITECH”).

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

D. County and Business Associate desire to comply with the requirements of HIPAA, ARRA, 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” means collectively HIPAA, ARRA, 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 electronic Protected Health Information (also known as “E PHI”).

1.4 “Penalties” as used in Section 4.21 below is defined as civil penalties that may be applied to the Business Associate and its workforce members by the Secretary (“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: Effective Dates

This Agreement shall become effective the earlier of the date the Agreement is executed by the Parties or the date Business Associate begins to receive PHI for purposes of this Agreement (the "Effective Date").

Section 3: Confidentiality

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

3.2 ☒ 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 4: Obligations and Activities of Business Associate

Use and Disclosure of PHI

4.1 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.

4.2 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. Business Associate agrees to comply with the “Prohibition on Sale of Electronic Health Records or Protected Health Information,” as provided in Section 13405(d) of Subtitle D (Privacy) of ARRA, the “Conditions on Certain Contracts as Part of Health Care Operations,” as provided in Section 13406 of Subtitle D (Privacy) of ARRA, and related guidance issued by the Secretary from time to time.

4.3 Business Associate acknowledges that, effective on the Effective Date of this BAA, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended, for failure to comply with any of the use and disclosure requirements of this BAA and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

Administrative, Physical, and Technical Safeguards

4.4 Business Associate shall implement the administrative safeguards set forth at 45 C.F.R. § 164.308, the physical safeguards set forth at 45 C.F.R. § 164.310, the technical safeguards set forth at 45 C.F.R. § 164.312, and the policies and procedures set forth at 45 C.F.R. § 164.316, to reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of County. Business Associate acknowledges that, effective on the Effective Date of this BAA, (a) the foregoing safeguards, policies, and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to County, and (b) Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and

1320d-6, as amended from time to time, for failure to comply with the safeguards, policies, and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements.

4.5 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, conditions, and requirements that apply to Business Associate pursuant to this BAA and the HIPAA Laws.

Access of Information; Amendment of Information; Accounting of Disclosures

4.6 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.

4.7 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, and in the time and manner reasonably designated by County.

4.8 Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. § 164.522, except where such use, disclosure, or request is required or permitted under applicable law.

4.9 Business Associate agrees that, when requesting, using, or disclosing PHI in accordance with 45 C.F.R. § 164.502(b)(1), such request, use, or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. § 164.514(e)(2), to accomplish the intended purpose of such request, use, or disclosure, as interpreted under related guidance issued by the Secretary from time to time.

4.10 Business Associate shall timely document maintain 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 after termination of this BAA, or sooner if reasonably requested by County for purposes of any monitoring/auditing of County for compliance with HIPAA Laws.

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

Notification of Breach

4.12 Business Associate shall notify County's HIPAA Privacy Official at (954) 357-6500 of any impermissible access, acquisition, use, or disclosure (collectively and individually, a "Breach") of any Unsecured PHI within twenty-four (24) hours of Business Associate discovering such Breach. "Unsecured PHI" shall refer to such PHI that is not secured through use of a technology or methodology specified by the Secretary 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. In addition, Business Associate's notification under this section shall comply in all respects with each applicable provision the HIPAA Rules and all related guidance issued by the Secretary or the delegate of the Secretary from time to time.

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

- a. The identification of each individual whose Unsecured 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 Unsecured 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 Business Associate has for the affected individuals; and

g. Any other reasonable information requested by County.

4.14 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 impermissibly accessed, acquired, used, or disclosed, as well as to the Secretary and the media. Such notification shall be provided as follows:

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 access, acquisition, 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 access, acquisition, use or 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.

4.15 In the event of the impermissible access, acquisition, use, or disclosure of Unsecured PHI in violation of the HIPAA Laws, Business Associate bears the burden of demonstrating that all notification(s) required by Sections 3.10 – 3.12 (as applicable) was made, including evidence demonstrating the necessity of any delay, or that the use or disclosure did not constitute a Breach of Unsecured PHI.

4.16 Business Associate shall pay the costs of providing all notification(s) required by Sections 4.12 – 4.14 (as applicable) of this BAA.

Mitigation of Breach

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

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

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

4.20 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. Business Associate shall 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.

4.21 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 or its agents or employees.

Available Books and Records

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

4.23 Business Associate shall make its internal practices, books, and records, including all policies and procedures required by HIPAA Laws, 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 or its designee within five (5) business days after request for the purposes of determining the Business Associate's compliance with HIPAA Laws.

Section 5: Obligations of County

5.1 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.

5.2 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.

5.3 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.

5.4 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.

5.5 County may report, at least annually, any impermissible access, use, or disclosure of unsecured PHI by Business Associate to the Secretary as required by HIPAA Laws.

Section 6: Term and Termination

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

6.2 Upon County's knowledge of a material breach of this BAA by Business Associate, County may:

- a. Provide an opportunity for Business Associate to cure the breach within the time for cure set forth in County's written notice to Business Associate and terminate if Business Associate does not cure the breach within the time specified by County; or
- 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, County's HIPAA Privacy Official shall report the violation to the Secretary of HHS.

6.3 Upon expiration 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.

6.4 If 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. Business Associate's obligations under this section shall survive termination of this BAA.

Section 7: Miscellaneous

7.1 Amendment. 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.

7.2 Interpretation. Any ambiguity in this BAA shall be resolved to permit County to comply with HIPAA Laws. Any inconsistency between the HIPAA Laws, as interpreted by the HHS, a court, or another regulatory agency with authority over the Parties, and this BAA shall be interpreted in favor of the HIPAA Laws as interpreted by the HHS, the court, or the regulatory agency. Any provision of this BAA that differs from the requirements of the HIPAA Laws, but is nonetheless permitted by the HIPAA Laws, shall be adhered to as stated in this BAA.

7.1 Successors and Assignment. This BAA will be binding on the successors and assigns of County and Business Associate. However, this BAA may not be assigned, in whole or in part, without the written consent of the other Party. Any attempted assignment in violation of this provision shall be null and void.

**Exhibit F
Required Reports**

Title	Requirements	Frequency	County Desired Format	Submit to
Monthly Invoice	• Invoice form • Staff timesheets • Receipts/invoices to back-up any reimbursable expenses • Training logs, if applicable	15th of each month for the prior month	.pdf	BARC_Invoices@broward.org
Certificates of Insurance	• Provide certificate(s) of liability insurance coverages in accordance with Exhibit C – Minimum Insurance Requirements	Annually, upon expiration of each policy	.pdf	BARCProcurement@broward.org
Monthly Pharmacy Consultation Report to include Continuous Quality Improvement (CQI) Summary and Monthly Pharmacy Inspection Report	• Review medication and storage adherence to pharmacy standards and regulations • Drug delivery effectiveness, polypharmacy • Additional CQI requirements as requested by County	10th of each month, for the prior month	.xlsx	BARC Pharmacy Services Committee With a copy to: BARCProcurement@broward.org
CQI Monthly Performance Summary	• Report medication, transcription, and administrative		.docx	BARC Pharmacy Services Committee

Title	Requirements	Frequency	County Desired Format	Submit to
	variances and number of occurrences • Detail of pharmacy errors, error rates, and severity indexes • Adverse Drug Reactions • Antibiotic/infection control report • Additional CQI requirements as requested by County			With a copy to: BARCProcurement@broward.org
CQI Dashboard	• Quarterly Summary	Quarterly on January 10th, April 10th, July 10th, October 10th	.xlsx	BARC Pharmacy Services Committee With a copy to: BARCProcurement@broward.org
Medication Destruction Logs	• Date, Location, Patient Name, Prescription or Rx Number, Drug Name, Dose/Strength, Quantity, and Method of Destruction and Disposal	10th of each month, for the prior month	.xlsx	BARC Pharmacy Services Committee With a copy to: BARCProcurement@broward.org
Training Logs	• Training summary including date, time, presenter, location, and training topic(s) • Copy of all handouts • Staff attendance list	10th of each month, for the prior month	.pdf	BARC Pharmacy Services Committee With a copy to: BARCProcurement@broward.org

Title	Requirements	Frequency	County Desired Format	Submit to
Perpetual Inventory Report	- Medication inventory and drug usage/utilization - Daily cost per medication and patient	10th of each month, for the prior month	.xlsx	BARC Pharmacy Services Committee With a copy to: BARCProcurement@broward.org
System Usernames and Access Report(s)	- Report staff access to pharmacy Equipment and Software - Usernames and access rights, failed log-ons)	10th of each month, for the prior month	.xlsx	Broward County IT Department; BARC Nursing Supervisor With a copy to: BARCProcurement@broward.org
Service level Agreement Report	Uptimes, maintenance, downtimes)	10th of each month, for the prior month	.pdf	Broward County IT Department at: gmcgowan@broward.org, nkobayashi@broward.org, mhenderson@broward.org With a copy to: BARCProcurement@broward.org
Certification of SAAS, SOC 1 & SOC 2, Procure	Check cloud back-up and data encryption)	Annually on June 1st	.pdf	Broward County IT Department at: gmcgowan@broward.org, nkobayashi@broward.org, mhenderson@broward.org With a copy to: BARCProcurement@broward.org
Check of MSSQL Database	Database consistency check)	Annually on June 1st	.pdf	Broward County IT Department at: gmcgowan@broward.org, nkobayashi@broward.org, mhenderson@broward.org With a copy to: BARCProcurement@broward.org
Transition Plan	See Exhibit A – Statement of Work	Six (6) months prior to the end of the Agreement Term	TBD	BARCProcurement@broward.org

Title	Requirements	Frequency	County Desired Format	Submit to
Ad hoc	Additional reports will be provided upon request	TBD		TBD

Exhibit G

Service Level Agreement

In connection with all Services provided to County under the applicable contract (the “Agreement”), Contractor shall, at no additional cost to County, meet or exceed the requirements set forth in this Service Level Agreement (“SLA”) for the duration of the Agreement. The standards set forth herein are intended to reflect the current industry best practices for the Contractor Platform provided by Contractor under this Agreement. If and to the extent industry best practices evolve to impose higher standards than set forth herein, this SLA shall be deemed to impose the new, higher standards upon Contractor. Contractor shall promptly notify County in writing of any material change to its compliance with these standards. Any approval required by County under this SLA may be issued in writing by the Contract Administrator or the Broward County Chief Information Officer (“CIO”).

Sections 1-5 of this SLA apply to all aspects of the Contractor Platform. In addition, Sections 6 and 7 of this SLA apply to any Software as a Service (“SaaS”) or web hosting services provided to County under the Contractor Platform.

1. Definitions

1.1. “Contractor Platform” means any and all SaaS or web hosting to be provided by Contractor under the Agreement, including any system or other solution that stores, hosts, or transmits County Data. Contractor shall maintain the same standards set forth herein for its data centers and facilities that store or host County Data.

1.2. “County Data” means the data and information (including text, pictures, sound, graphics, video and other medium) relating to County or its employees or agents, or made available or provided by County or its agents to Contractor, for or in the performance of this Agreement, including all derivative data and results derived therefrom, whether or not derived through the use of Contractor’s services, whether or not electronically retained, and regardless of the retention media.

1.3. Any other capitalized terms not defined herein refer to those terms as defined in the Agreement, if so defined; if not defined in the Agreement, any other capitalized terms shall have their plain language meaning as used in the applicable context.

2. Security

2.1. General

2.1.1. Contractor will ensure that County can authenticate all access by username/password or two-factor authentication. Upon request, Contractor shall restrict access to County Data to a specific source static IP address.

2.1.2. Contractor shall ensure that separation of duties and least privilege access are enforced for privileged or administrative access to County Data and the Contractor Platform.

2.1.3. Contractor's procedures for the following must be documented and made available upon request by County, including:

- 2.1.3.1. Evaluating security alerts and vulnerabilities;
- 2.1.3.2. Installing security patches and service packs;
- 2.1.3.3. Intrusion detection, incident response, and incident escalation/investigation;
- 2.1.3.4. Access and authorization procedures and resetting access controls (e.g., password policy);
- 2.1.3.5. Risk analysis and assessment procedures;
- 2.1.3.6. User access and termination procedures;
- 2.1.3.7. Security log review;
- 2.1.3.8. Physical facility access controls; and
- 2.1.3.9. Change control procedures.

2.1.4. Contractor shall ensure that its service providers, subcontractors, and any third parties, including any data hosting providers, performing any services related to this Agreement shall comply with all terms and conditions specified in this SLA unless County, in writing, excuses specific compliance with any such term or condition. Contractor shall provide County with a list of any such service providers, subcontractors or other third parties on an annual basis, upon County's request, and promptly upon a material change in the composition of such entities.

2.1.5. If new or unanticipated threats or hazards to the Contractor Platform are discovered by either County or Contractor, or if existing safeguards have ceased to function properly, the discovering party shall immediately bring the situation to the attention of the other party.

2.1.6. When technically feasible, for all software used, furnished, or supported under the Agreement, Contractor shall review such software to find and remediate security vulnerabilities during initial implementation and upon any significant modifications and updates to same.

2.1.7. Contractor must mitigate critical or high-risk vulnerabilities (as defined by Common Vulnerability and Exposures scoring system) to the Contractor Platform within 30 days after patch release. If Contractor is unable to apply a patch to remedy the vulnerability, Contractor must promptly notify County of proposed mitigation steps to be taken and develop and implement an appropriate timeline for resolution.

2.2. Controls

2.2.1. Prior to the Effective Date of the Agreement, and at least once annually and upon request for the duration of this Agreement, Contractor shall provide County with a copy of a current unqualified System and Organization Controls (SOC) 2 Type II, Report for Contractor's Organization or application, as well as any third party that provide hosting, SaaS, or data storage services for the Contractor Platform, inclusive of all five Trust Service Principles (Security, Availability,

Processing Integrity, Confidentiality, and Privacy)), unless the County's Chief Information Officer in his or her sole discretion approves other documentation of appropriate security controls implemented by Contractor. If the audit opinion in the SOC 2, Type II report is qualified in any way, Contractor shall provide sufficient documentation to demonstrate remediation of the issue(s) to the satisfaction of the County's Chief Information Officer.

2.2.2. Contractor shall maintain industry best practices for data privacy, security, and recovery measures, including, but not limited to, disaster recovery programs, physical facilities security, server firewalls, virus scanning software, current security patches, user authentication, and intrusion detection and prevention. Upon request by County, Contractor shall provide documentation of such procedures and practices to County.

2.2.3. Contractor shall utilize industry standard security measures to safeguard against unauthorized access to the Contractor Platform.

2.2.4. Contractor shall utilize antivirus protection software, updated and currently supported operating systems, firmware, third party and open-source application patches, and firewalls to protect against unauthorized access to the Contractor Platform.

2.2.5. Contractor shall conduct penetration testing internally and externally at least annually and after any significant infrastructure or application upgrade or modification to the Contractor Platform.

2.3. Network Architecture/Security

2.3.1. Contractor shall protect any Internet interfaces or web services provided under this Agreement using a security certificate from a certification authority ("CA") that meets or exceeds the CA/Browser Forum's latest Secure Sockets Layer ("SSL") baseline requirements and network and certificate systems security requirements.

2.3.2. Contractor 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 the connection between any user or County network to the Contractor Platform.

2.4. Physical Architecture/Security

2.4.1. Contractor shall ensure the facilities that house the network infrastructure for the Contractor Platform are physically secure against threats such as unauthorized access and natural and environmental hazards, and entry controls are in place to limit and monitor physical access to the Contractor Platform.

2.4.2. Contractor shall ensure adequate background checks are routinely performed on any personnel with access to County Data. Contractor shall not knowingly allow convicted felons or other persons deemed by Contractor to be a security risk to access County Data. Contractor shall provide privacy and

information security training to its employees upon hire and at least once annually.

2.5. Incident Response

2.5.1. If any unauthorized party is successful in accessing any information technology component related to the Contractor Platform, including but not limited to servers or fail-over servers where County Data exists or is stored, Contractor shall report to County within twenty-four (24) hours after Contractor becoming aware of such breach. Contractor shall provide County with a detailed incident report within five (5) days after the breach, unless a longer time period is approved in writing by the CIO, including remedial measures instituted and any law enforcement involvement. Contractor shall fully cooperate with County on incident response, forensics, and investigations that involve Contractor's infrastructure relating to any County Data or County applications. Contractor shall not release County Data without the advance written consent of County.

2.5.2. Prior to the Effective Date of this Agreement, Contractor shall provide County with the names and contact information for a security point of contact and a backup security point of contact to assist County with security incidents.

2.5.3. Upon request by County, Contractor shall deliver to County in electronic form the website application activity such as logs of visits and user logins and logoffs by or on behalf of County on the Contractor Platform.

2.5.4. In the event the Contractor Platform has been compromised, Contractor shall promptly notify County of the security breach. County may, at its sole discretion, terminate all access to the Contractor Platform.

2.6. County Data

2.6.1. Contractor shall maintain controls that ensure logical separation of County Data from non-County data. Contractor agrees to provide at a minimum Advanced Encryption Standard 256-bit encryption ("AES-256") or current industry security standards (or whichever is higher) for all County Data that includes any social security numbers, bank account numbers, username with passwords or security questions, cardholder data, or any other protected data such as Protected Health Information ("PHI") and Personally Identifiable Information ("PII"), and any other data as may be directed by County, and on all copies of such data stored, transmitted, or processed, at no additional charge to County, and shall classify such data internally at its highest confidentiality level.

Contractor shall also ensure that the encryption key(s) are not stored with the encrypted data and are secured by a Hardware Security Module ("HSM"). Contractor shall immediately notify County of any compromise of any encryption key. Contractor shall provide a copy of County's encryption key(s) at County's request. Contractor shall prohibit the use of unencrypted protocols such as FTP and Telnet for the data identified in this paragraph.

2.6.2. Upon termination or expiration of this Agreement or end of serviceable life of any media used in connection with this Agreement, and upon written notification from County that the applicable County Data is currently maintained by County or otherwise securely stored, Contractor shall, at County's option, (a) securely destroy all media (including media used for backups) containing any County Data on all decommissioned hard drives or storage media to National Institute of Standards and Technology ("NIST") standards and provide to County a signed certificate of destruction within ten (10) business days, or (b) return to County all County Data and provide a signed certification within two (2) business days thereafter documenting that no County Data is retained by Contractor in any format or media.

2.6.3. County Data is the property solely of County and may not be reproduced or used by Contractor with the prior written consent of County. Contractor and its Subcontractors will not publish, transmit, release, sell, or disclose any County Data to any third party without County's prior written consent.

2.6.4. County shall have the right to use the Products and Services to provide public access to County Data as County deems appropriate or as otherwise required by law.

2.6.5. In the event of any impermissible disclosure, loss, or destruction of County Data caused in whole or in part by any action or omission of Contractor, Contractor must immediately notify County and take all reasonable and necessary steps to mitigate any potential harm, further disclosure, loss, and destruction.

2.6.6. County shall have sole control over County Data unless otherwise expressly stated in the Agreement and required for Contractor to provide the Services required under the Agreement.

2.6.7. Contractor shall not supplement, modify, or alter any deliverable previously accepted by County or any County Data (other than modifications strictly necessary to upload the County Data to the Contractor Platform) without County's prior written consent.

3. Compliance

3.1. Contractor shall cooperate and provide any information requested by County relating to compliance and regulatory requirements, and will, upon request:

3.1.1. Provide a letter attesting that Contractor performed vulnerability scans of authenticated and unauthenticated operating systems/networks, web applications, database applications, and the Contractor Platform;

3.1.2. Permit County or its contractors to conduct automated and manual scans and penetration ("Pen") tests at mutually agreed upon times;

3.1.3. Provide Contractor's architecture documents, information security policies and procedures (redacted, if necessary), and general network security controls documentation such as firewalls, Intrusion Detection System ("IDS"); and

3.1.4. Permit County to conduct a physical inspection of Contractor's facilities but only to the extent such inspection is related to the security of and access to County Data or the Contractor Platform.

3.2. Contractor shall provide County with the ability to generate account reports consisting of the account holder's name and application access rights.

3.3. Contractor shall provide County with the ability to generate account management reports showing new users, access rights changes, and account termination with the associated time stamp information.

3.4. Contractor shall provide County with the ability to generate time-stamped user and administrator access (login/logout) and a list of activities performed by administrators, privileged users, or third-party contractors while using the System.

3.5. Upon request by County, Contractor shall promptly provide County with access to time-stamped data transfer logs (including the account, a description of the data transferred and its size, and the user and account names for forensic purposes), time-stamped application and platform environment change control logs, and time-stamped data backup logs indicating the backup type (e.g., full, incremental, etc.).

3.6. Upon County's request, Contractor shall make available to County proof of Contractor's compliance with Applicable Law in performing under this Agreement, including but not limited to: HIPAA compliance; Contractor's latest compliance reports (e.g., PCI Compliance report, SSAE 16 report, International Organization for Standardization 27001 (ISO 27001) certification); and any other proof of compliance as may be required from time to time.

4. Infrastructure Management

Contractor shall ensure that an unlimited number of transactions may be processed to the County production database. Subject to County approval, Contractor may recommend that nonroutine reports and queries be limited to certain timeframes, quantities, or other specifications if Contractor determines that such reports and queries cause degradation to response times affecting performance levels established in this SLA. Contractor shall routinely apply upgrades, new releases, and enhancements to the Contractor Platform as they become available and shall ensure that these changes will not adversely affect the Contractor Platform or County Data. A development and test system, which shall mirror the production system, shall be made available for use by County for testing or training purposes, including without limitation, for County's testing of application upgrades and fixes prior to installation in the production environment. County may control data that is populated on the demonstration and training system by requesting that Contractor perform any or all of the following: periodically refresh data from production; perform an ad hoc refresh of data from production; not refresh data from

production until further notice from County; or refresh data on an ad hoc basis with training data supplied by County.

5. Transition/Disentanglement

5.1. Contractor will complete the transition of any terminated Services or Support and Maintenance to County and any replacement provider(s) that County designates (collectively, the “Transferee”), without causing any unnecessary interruption of, or adverse impact on, the Services, County Data, or the ongoing business operation of County (“Disentanglement”). Contractor will work in good faith (including, upon request, with the Transferee) at no additional cost to County to develop an orderly Disentanglement plan that documents the tasks required to accomplish an orderly transition with minimal business interruption or expense for County. Upon request by County, Contractor shall cooperate, take any necessary additional action, and perform such additional tasks that County may reasonably request to ensure timely and orderly Disentanglement, which shall be provided at the rate(s) specified in the Agreement or, if no applicable rate is specified, at a reasonable additional fee upon written approval by County. Specifically, and without limiting the foregoing, Contractor shall:

5.1.1. Promptly provide the Transferee with all nonproprietary information needed to perform the Disentanglement, including, without limitation, data conversions, interface specifications, data about related professional services, and complete documentation of all relevant Equipment and Software configurations;

5.1.2. Promptly and orderly conclude all work in progress or provide documentation of work in progress to Transferee, as County may direct;

5.1.3. Not, without County’s prior written consent, transfer, reassign, or otherwise redeploy any of Contractor’s personnel during the Disentanglement period to the extent such action would impede performance of Contractor’s obligations under the Agreement;

5.1.4. If applicable, with reasonable prior written notice to County, remove its assets and equipment from County facilities;

5.1.5. If County requests, and to the extent permitted under the applicable agreements, assign to the Transferee (or use its best efforts to obtain consent to such assignment where required) all contracts including third-party licenses and maintenance and support agreements, used by Contractor exclusively in connection with the Services or Support and Maintenance. Contractor shall perform all of its obligations under such contracts at all times prior to the date of assignment, and Contractor shall reimburse County for any losses resulting from any failure to perform any such obligations;

5.1.6. Deliver to Transferee all current, nonproprietary documentation and data related to County-owned assets and infrastructure. After confirming in writing with County that the applicable County Data is received intact or otherwise securely stored by County, Contractor shall securely erase all County Data,

including on any hard drives and backup media, in accordance with NIST standards. Upon written consent from County, Contractor may retain one copy of documentation to the extent required for Contractor's archival purposes or warranty support; and

5.1.7. To the extent requested by County, provide County a list with current valuation based on net book value of any Contractor-owned tangible assets required to make the Contractor Platform available to County. County shall have the right to acquire any or all such assets for net book value. If County elects to acquire such assets for the net book value, Contractor shall use best efforts to ensure that any and all related warranties will transfer along with those assets.

6. Network Architecture/Security

6.1. Network Architecture

6.1.1. The Contractor Platform shall be protected behind a layer of firewalls.

6.1.2. At County's request, Contractor shall submit a network architecture diagram of County's stored and transmitted data, including the location of the data center and details of connectivity for all third parties who have access to County Data. Any network security changes implemented by Contractor must not compromise the security of County Data. Contractor shall ensure that all database servers are protected behind a second set of internal firewalls.

6.1.3. Contractor shall restrict inbound and outbound traffic to County's network to "deny all, permit by exception" configuration.

6.1.4. Contractor's wireless networks connected to the Contractor Platform shall at a minimum, be configured for Wi-Fi Protected Access 2 (WPA2)-Enterprise using Advanced Encryption Standard (AES) and Protected Extensible Authentication Protocol (PEAP), or current industry security standards (whichever is higher) to secure and protect County data.

6.2. Physical Architecture/Security. Contractor shall connect its hosting site for the Contractor Platform through at least two (2) independent Internet Service Contractors ("ISPs") with different Internet points of presence.

6.3. Disaster Recovery

6.3.1. Contractor shall maintain a disaster recovery plan for the Contractor Platform with mirrored sites geographically separated by at least 250 miles, with a Recovery Time Objective ("RTO") of a maximum of eight (8) hours and a Recovery Point Objective ("RPO") of a maximum of four (4) hours from the incident.

6.3.2. Contractor shall conduct a disaster recovery test of the hosted or SaaS system that is utilized by or comprises the Contractor Platform on at least an annual basis, and shall notify County at least ten (10) days in advance of each such test. In addition, Contractor shall conduct a disaster recovery test specific to

County, including testing County Data and the Contractor Platform, in coordination with County at least once per year; the timing and duration of the County-specific test is subject to the approval of County.

6.4. County Data. Contractor shall make any County Data available to County upon request within one (1) business day and in any format reasonably requested by County, including, without limitation, Extensible Markup Language (“XML”) and Structured Query Language (“SQL”), or in another format as may be mutually agreed by County and Contractor.

7. Service Availability

7.1. System Availability

7.1.1. Contractor guarantees that the Network Uptime (as defined herein) will be 99.99% of Prime Time (defined as County business days from 7a.m. – 7p.m. Eastern Time) and 98.00% of non-Prime Time for each calendar month during the term of the Agreement, excluding Scheduled Maintenance as defined herein (collectively, the “Network Uptime Guarantee”). Network Uptime is the time that the Contractor Platform and System are functioning optimally and fully operational, and requires proper functioning of all network infrastructure, including routers, switches, and cabling, affecting a user’s ability to reliably transmit or receive data; Network Downtime is the remainder of time that is not included in Network Uptime, and is measured from the time the trouble ticket is opened to the time the Contractor Platform and System are fully restored. As long as the System is available over the Internet to at least two other comparable non-County customers (i.e., the System is functioning properly and there are no technical issues with Contractor or the Contractor Platform), any inability on the part of County to access the System as a result of a general Internet outage will not be counted toward Network Downtime. System unavailability for the purpose of building redundancy or other recovery systems that is approved by County in advance shall not be charged as downtime in computing the Network Downtime. Contractor Platform or System unavailability due to Contractor’s equipment failure constitutes Network Downtime.

7.1.2. Contractor will refund to County five percent (5%) of the monthly fees (or monthly pro rata equivalent, if recurring fees under the Agreement are charged other than monthly) under the Agreement for each thirty (30) minutes of Network Downtime in excess of that permitted under the Network Uptime Guarantee (up to 100% of County’s monthly or pro rata fee), measured on a calendar month basis. Such refunds will be paid within ten (10) days after the applicable monthly report or, at County’s option, may be credited against amounts due under any unpaid invoice or future invoice. If the Agreement provides for other credit or compensation due to County for an event that also constitutes Network Downtime, the greater of the two amounts shall apply.

7.1.3. Normal availability of the Contractor Platform and System shall be twenty-four (24) hours per day, seven (7) days per week. Planned downtime (i.e., taking the System offline such that it is not accessible to County) ("Scheduled Maintenance") shall occur during non-Prime Time and with at least five (5) business days' advance written notice to County. Contractor may conduct Scheduled Maintenance at other times without advance notice only with written consent from County, which consent will not be unreasonably withheld. During non-Prime Time, Contractor may perform routine maintenance operations that do not require the Contractor Platform or System to be taken offline but may have immaterial effects on performance and response time without any notice to County. Such immaterial degradation in performance and response time shall not be deemed Network Downtime. All changes that are expected to take more than four (4) hours to implement or are likely to impact user workflow require County's prior written approval, which will not be unreasonably withheld.

7.1.4. By the tenth day of each calendar month, Contractor shall provide County a report detailing Contractor's performance under this SLA for the prior calendar month. To the extent the performance fails to meet the Network Uptime Guarantee, the report shall calculate: the total number of minutes of uptime for each of Prime Time and non-Prime Time; the total number of minutes for each of Prime Time and non-Prime Time minus any applicable Scheduled Maintenance, respectively; and the percentage of uptime versus total time minus Scheduled Maintenance for each (e.g., monthly minutes of non-Prime Time network uptime / (Total minutes of non-Prime Time – Minutes of Scheduled Maintenance) = __%).

7.2. Infrastructure Management

7.2.1. During Prime Time, Contractor shall ensure packet loss of less than one percent (1%) and less than sixty (60) milliseconds domestic latency within the Contractor Platform. Contractor shall maintain sufficient bandwidth to the Contractor Platform and ensure the server processing time (or CPU processing capacity) to provide millisecond response times from the server. County and Contractor recognize that end user response times are dependent on intermittent ISP network connectivity, and in the case of County's users, dependent on County's internal network health.

7.2.2. To the extent the Contractor Platform provides or supports public access to users in Broward County or through the County's web pages, the Contractor Platform shall support up to 500,000 site hits per calendar day and capture the number of site hits by page for performance to standards reporting.

7.2.3. Contractor will retain all County-related database records regardless of number or size.

7.2.4. To the extent the Contractor Platform includes an ad hoc reporting tool or standard reports, Contractor agrees to provide unlimited access to such functionality to County. Contractor agrees to support an unlimited number of

queries and reports against County Data. County agrees that Contractor may put reasonable size limits on queries and reports to maintain System performance, provided such limits do not materially impact County's regular business operations.

7.2.5. Contractor shall conduct full, encrypted backups (including System and user data) weekly and shall conduct incremental, encrypted backups daily. Encrypted backups will be written to a backup device with sufficient capacity to handle the data. Contractor shall maintain a complete current set of encrypted backups for County's System, including County Data, at a remote, off-site "hardened" facility from which data can be retrieved within one (1) business day at any point in time. Full System restoration performed as a recovery procedure after a natural disaster is included as part of the required performance by Contractor under this Agreement. Upon County's request, Contractor shall also provide restoration of individual file(s).

7.3. Performance Monitoring and Hosting Capacity Increases

7.3.1. If requested by County, Contractor shall provide standard reporting metrics of the Contractor Platform to County on a monthly basis which shall include: traffic patterns by user and by time; server load, including central processing unit load, virtual memory, disk and input/output channel utilization; transmission control protocol load for each server allocated in part or in full to County System; and system errors in the System, database, operating system, and each server allocated in part or in full to the System.

7.3.2. In the event County anticipates an increase in transaction volume or seeks to expand capacity beyond the limitations, if any, provided under the Agreement, Contractor will provide timeline and cost estimates to upgrade existing servers or deploy additional servers dedicated to County's System within fifteen (15) calendar days after written notice by County.

[Remainder of Page Intentionally Left Blank]

Exhibit H
Enterprise Technology Services Security Requirements

Solicitation Title:	RFP # GEN2120540P1
---------------------	--------------------

Definitions.

- (a) “County Confidential Information” means any County Data that includes employee information, financial information, or 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 or applicable regulatory body).
- (b) “County Data” means the data and information (including text, pictures, sound, graphics, video and other data) relating to County or its employees or agents, or made available or provided by County or its agents to Contractor, for or in the performance of this Agreement, including all derivative data and results derived therefrom, whether or not derived through the use of Contractor’s services, whether or not electronically retained, and regardless of the retention media.
- (c) All other capitalized terms not expressly defined within this exhibit will retain the meaning ascribed to such terms in the Agreement (and if not so defined, then the plain language meaning appropriate to the context in which it is used).

Security and Access. If Contractor will have access to any aspect of County’s network via an Active Directory account, onsite access, remote access, or otherwise, Contractor must:

- (a) comply at all times with all applicable County access and security standards, policies, and procedures related to County’s network, as well as any other or additional restrictions or standards for which County provides written notice to Contractor;
- (b) provide any and all information that County may reasonably request in order to determine appropriate security and network access restrictions and verify Contractor’s compliance with County security standards;
- (c) provide privacy and information security training to its employees with access to County’s network upon hire and at least once annually; and
- (d) notify County of any terminations or separations of Contractor’s employees who had access to County’s network.

In addition, for any remote access to County’s network, Contractor must:

- (a) utilize secure, strictly controlled industry standards for encryption (e.g., Virtual Private Networks) and passphrases and safeguard County Data that resides in or transits through Contractor’s internal network from unauthorized access and disclosure;
- (b) ensure the remote host device used for access is not connected to any other network, including an unencrypted third-party public WiFi network, while connected to County’s network, with the exception of networks that are under Contractor’s complete control or under the complete control of a person or entity authorized in advance by County in writing;

- (c) enforce automatic disconnect of sessions for remote access technologies after a specific period of inactivity with regard to connectivity into County infrastructure;
- (d) utilize equipment that contains antivirus protection software, an updated operating system, firmware, and third-party application patches, and that is configured for least privileged access;
- (e) 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 Contractor's internal network from unauthorized access and disclosure; and
- (f) activate remote access from Contractor and its approved Subcontractors into County's network only to the extent necessary to perform services under this Agreement, deactivating such access immediately after use.

If at any point in time County, in the sole discretion of its Chief Information Officer (CIO), determines that Contractor's access to any aspect of County's network presents an unacceptable security risk, or if Contractor exceeds the scope of access required to perform the required services under the Agreement, County may immediately suspend or terminate Contractor's access and, if the risk is not promptly resolved to the reasonable satisfaction of County's CIO, may terminate this Agreement or any applicable Work Authorization upon ten (10) business days' notice (including, without limitation, without restoring any access to County network to Contractor).

Data and Privacy. To the extent applicable to the services being provided by Contractor under the Agreement, Contractor must comply with all applicable data and privacy laws and regulations, including without limitation Florida Statutes Section 501.171, and must ensure that County Data processed, transmitted, or stored by Contractor or in Contractor's system is not accessed, transmitted, or stored outside the United States. Contractor must not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 501.171, Section 817.568, or Section 817.5685, as amended) that Contractor may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If applicable and requested by County, Contractor must 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.

Managed or Professional Services. To the extent applicable to the services being provided by Contractor under the Agreement, Contractor must immediately notify County of any terminations or separations of Contractor's employees who performed services under the Agreement and who had access to County Confidential Information or County's network. If any unauthorized party is successful in accessing any information technology component related to Contractor (including but not limited to servers or fail-over servers) where County Data or files exist or are housed, Contractor must notify County within twenty-four (24) hours after becoming aware of such breach, unless an extension is granted by County's CIO. Contractor must provide County with a detailed incident report within five (5) days after becoming aware of the breach, including remedial measures instituted and any law enforcement involvement. Contractor must fully cooperate with County on incident response, forensics, and investigations into Contractor's

infrastructure as it relates to any County Data or County applications. Contractor must not release County Data or copies of County Data without the advance written consent of County. If Contractor will be transmitting County Data, Contractor agrees that it will only transmit or exchange County Data via a secure method, including HTTPS, SFTP, or another method approved by County's CIO. Contractor must ensure adequate background checks have been performed on any personnel having access to County Confidential Information. To the extent permitted by such checks, Contractor must not knowingly allow convicted felons or other persons deemed by Contractor to be a security risk to access County Data. Contractor must ensure the use of any open source or third-party software or hardware does not undermine the security posture of Contractor or County.

System and Organization Controls (SOC) Report. If requested by County, Contractor must provide County with a copy of a current unqualified System and Organization Controls (SOC) 2 Type II Report for Contractor and for any third party that provides the applicable services comprising the system, inclusive of all five Trust Service Principles (Security, Availability, Processing Integrity, Confidentiality, and Privacy), or a sworn declaration certifying Contractor has obtained the referenced SOC 2 Type II Report and listing all complementary user entity controls (CEUCs) identified therein, prior to commencement of the Agreement and on an annual basis during the Agreement, unless this requirement is waived in writing by County's CIO or designee.

Software Installed in County's Network. To the extent Contractor provides any Software to be installed in County's network, Contractor must:

- (a) advise County of all versions of any third-party software (e.g., Java, Adobe Reader/Flash, Silverlight) to be installed and support updates for critical vulnerabilities discovered in applicable third-party or open-source software;
- (b) 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;
- (c) develop and maintain the Software to operate on County-supported and approved operating systems and firmware versions;
- (d) mitigate critical or high-risk vulnerabilities (as defined by Common Vulnerability and Exposures (CVE) scoring system) to the Software or Contractor platform within 30 days after patch release, notifying County of proposed mitigation steps to be taken and timeline for resolution if Contractor is unable to apply a patch to remedy the vulnerability;
- (e) ensure the Software provides for role-based access controls and runs with least privilege access, enables auditing by default for any privileged access or changes, and supports electronic delivery of digitally signed upgrades from Contractor's or the third-party licensor's website;
- (f) ensure the Software is not within three (3) years from its end-of-life date and provide County with end-of-life-schedules for all applicable Software;
- (g) 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 and use transport layer security (TLS) 1.2 or current industry standards, whichever is higher, for data in motion; and

- (h) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

Equipment Leased or Purchased from Contractor. To the extent Contractor is the Original Equipment Manufacturer (OEM) or an authorized reseller for the OEM for any Equipment provided under this Agreement, Contractor must:

- (a) ensure that physical security features to prevent tampering are included in any Equipment provided to County and ensure, at a minimum, industry-standard security measures are followed during the manufacture of the Equipment;
- (b) ensure any Equipment provided does not contain any embedded remote-control features unless approved in writing by County's Contract Administrator, and disclose any default accounts or backdoors that exist for access to County's network;
- (c) must supply a patch, firmware update, or workaround approved in writing by County's Contract Administrator within thirty (30) days after identification of a new critical or high security vulnerability and notify County of proposed mitigation steps taken;
- (d) develop and maintain Equipment to interface with County-supported and approved operating systems and firmware versions;
- (e) upon request by County, make available any required certifications as may be applicable per compliance and regulatory requirements (e.g., Common Criteria, Federal Information Processing Standard 140);
- (f) ensure the Equipment is not within three (3) years from its end-of-life date at the time of delivery and provide County with end-of-life-schedules for all applicable Equipment;
- (g) (for OEMs only) support electronic delivery of digitally signed upgrades of any applicable Equipment firmware from Contractor's or the original Equipment manufacturer's website; and
- (i) (for OEMs only) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

Payment Card Industry (PCI) Compliance. If and to the extent at any point during the Agreement the Software accepts, transmits, or stores any credit cardholder data or is reasonably determined by County to potentially impact the security of County's cardholder data environment ("CDE"), Contractor must:

- (a) comply with the most recent version of VISA Cardholder Information Security Program ("CISP") Payment Application Best Practices and Audit Procedures including Security Standards Council's Payment Card Industry ("PCI") Data Security Standard ("DSS"), including the functions relating to storing, processing, and transmitting of the cardholder data;
- (b) maintain PCI DSS validation throughout the Agreement;
- (c) prior to commencement of the Agreement (or at such time the Software will process cardholder data), prior to Final Acceptance (if applicable), after any significant change to the CDE, and annually, provide to County: (i) a copy of Contractor's Annual PCI DSS Attestation of Compliance ("AOC"); and (ii) a written acknowledgement of responsibility for the security of cardholder data Contractor possesses or otherwise stores, processes,

or transmits and for any service Contractor provides that could impact the security of County's CDE (if Contractor subcontracts or in any way outsources the credit card processing, or provides an API that redirects or transmits cardholder to a payment gateway, Contractor is responsible for maintaining PCI compliance for the API and providing the AOC for the Subcontractor or payment gateway to County);

- (d) maintain and provide to County a PCI DSS responsibility matrix that outlines the exact PCI DSS controls that are the responsibility of either party and the PCI DSS controls that are the shared responsibility of Contractor and County;
- (e) follow Open Web Application Security Project (OWASP) for secure coding and transmission of payment card data only to the extent Contractor provides a payment application;
- (f) immediately notify County if Contractor learns or suspects that Contractor, its Software, or its platform is no longer PCI DSS compliant and provide County the steps being taken to remediate the noncompliant status no later than seven (7) calendar days after Contractor learns or suspects it is no longer PCI DSS compliant;
- (g) activate remote access from Contractor and its approved Subcontractors into County's network only to the extent necessary to perform services under this Agreement, deactivating such access immediately after use; and
- (h) maintain all inbound and outbound connections to County's CDE using Transport Layer Security (TLS) 1.2 or current industry standard (whichever is higher).

Health Information Portability and Accountability Act. As a covered entity or business associate 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"), Contractor must fully protect all protected health information ("PHI") and other confidential patient information that is subject to the requirements of 42 C.F.R. Part 2 ("CFR Part 2"); 45 C.F.R. §§ 160, 162, and 164; and related statutory and regulatory provisions, as required by HIPAA and HITECH.

Business Associate Agreement. Contractor must handle and secure all confidential patient information and PHI in compliance with CFR Part 2, HIPAA, HITECH, and its related regulations and, if required by HIPAA, HITECH, or other laws, must include in its "Notice of Privacy Practices" notice of Contractor's and County's uses of a client's PHI. The requirement to comply with this provision, CFR Part 2, HIPAA, and HITECH will survive the expiration or termination of the Agreement.

Application Development Services. To the extent applicable to the services being provided by Contractor under the Agreement, Contractor must develop, implement, and comply with industry-standard secure coding best practices as outlined by County's Service Provider Application Secure Coding Standard. In addition, if application development services are performed by Contractor augmented staff on behalf of County, staff must strictly follow and adhere to County's established application development policies, process, procedures, practices, and standards. Upon request by County, Contractor must provide an attestation letter to certify that security testing as specified above was performed along with security scan test results and tests performed. Any exceptions must be documented with the delivery of the attestation letter for acceptance by County.

Exhibit I

Federally and State Funded Contracts Requirements

This is Exhibit I to the Agreement (“Agreement”) between Broward County, a political subdivision of the State of Florida (“County”), and Advanced Pharmaceutical Consultants Inc., a Florida corporation (“Contractor”). The Agreement is funded in whole or in part by funds received by County from the Florida Alcohol and Drug Abuse Association, Inc., a non-profit Florida corporation (“FADAA”), under a Memorandum of Agreement between FADAA and County dated July 27, 2021 (“FADAA Agreement”). Contractor and, as applicable, any Subcontractor of Contractor, must comply with all requirements that apply to Contractor under the Agreement, including, without limitation, as set forth in the FADAA Agreement, Applicable Law, and the following:

A-1 Federal Authority

- 1) Block Grants Regarding Mental Health and Substance Abuse
 - Block Grants for Community Mental Health Services
42 U.S.C. ss. 300x, et seq.
 - Block Grants for Prevention and Treatment of Substance Abuse
42 U.S.C. ss. 300x-21 et seq.
 - 45 C.F.R. Part 96, Subpart L
- 2) Department of Health and Human Services, General Administration, Block Grants 45 C.F.R. Part. 96
- 3) Charitable Choice Regulations Applicable to Substance Abuse Block Grant and PATH Grant 42 C.F.R. Part 54
- 4) Confidentiality of Substance Use Disorder Patient Records 42 C.F.R. Part 2
- 5) Security and Privacy 45 C.F.R. Part 164
- 6) Supplemental Security Income for the Aged, Blind and Disabled 20 C.F.R. Part 416
- 7) Temporary Assistance to Needy Families (TANF) 42 U.S.C. ss. 601 - 619
45 C.F.R., Part 260
- 8) Projects for Assistance in Transition from Homelessness (PATH) 42 U.S.C. ss. 290cc-21 - 290cc-35
- 9) Equal Opportunity for Individuals with Disabilities (Americans with Disabilities Act of 1990) 42 U.S.C. ss. 12101 -12213
- 10) Prevention of Trafficking (Trafficking Victims Protection Act of 2000)
 - 22 U.S.C. s. 7104
 - 2 C.F.R. Part 175

A-2 Florida Statutes

- 1) Child Welfare and Community Based Care
 - Ch. 39, F.S. Proceedings Relating to Children
 - Ch. 402, F.S. Health and Human Services: Miscellaneous Provisions

- 2) Substance Abuse and Mental Health Services
 - Ch. 381, F.S. Public Health: General Provision
 - Ch. 386, F.S. Particular Conditions Affecting Public Health
 - Ch. 394, F.S. Mental Health
 - Ch. 395, F.S. Hospital Licensing and Regulation
 - Ch. 397, F.S. Substance Abuse Services
 - Ch. 400, F.S. Nursing Home and Related Health Care Facilities
 - Ch. 414, F.S. Family Self-Sufficiency
 - Ch. 458, F.S. Medical Practice
 - Ch. 464, F.S. Nursing
 - Ch. 465, F.S. Pharmacy
 - Ch. 490, F.S. Psychological Services
 - Ch. 491, F.S. Clinical, Counseling, and Psychotherapy Services
 - Ch. 499, F.S. Florida Drug and Cosmetic Act
 - Ch. 553, F.S. Building Construction standards
 - Ch. 893, F.S. Drug Abuse Prevention and Control
 - S. 409.906(8), F.S. Optional Medicaid Services - Community Mental Health Services
- 3) Developmental Disabilities
 - Ch. 393, F.S. Developmental Disabilities
- 4) Adult Protective Services
 - Ch. 415, F.S. Adult Protective Services
- 5) Forensics
 - Ch. 916, F.S. Mentally Deficient and Mentally Ill Defendants
 - Ch. 985, F.S. Juvenile Justice; Interstate Compact on Juveniles
 - S. 985.19, F.S. Incompetency in Juvenile Delinquency Cases
 - S. 985.24, F.S. Interstate Compact on Juveniles; Use of detention; prohibitions
- 6) State Administrative Procedures and Services
 - Ch. 119, F.S. Public Records
 - Ch. 120, F.S. Administrative Procedures Act
 - Ch. 287, F.S. Procurement of Personal Property and Services
 - Ch. 435, F.S. Employment Screening
 - Ch. 815, F.S. Computer-Related Crimes
 - Ch. 817, F.S. Fraudulent Practices
 - S. 112.061, F.S. Per diem and travel expenses of public officers, employees, and authorized persons
 - S. 112.3185, F.S. Additional standards for state agency employees
 - S. 215.422, F.S. Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
 - S. 216.181(16)(b), F.S. Advanced funds for program startup or contracted services

A-3 Florida Administrative Code

- 1) Child Welfare and Community Based Care
 - Ch. 65C-13, F.A.C. Foster Care Licensing
 - Ch. 65C-14, F.A.C. Child-Caring Agency Licensing
 - Ch. 65C-15, F.A.C. Child-Placing Agencies
- 2) Substance Abuse and Mental Health Services
 - Ch. 650-30, F.A.C. Substance Abuse Services Office
 - Ch. 65E-4, F.A.C. Community Mental Health Regulation
 - Ch. 65E-5, F.A.C. Mental Health Act Regulation
 - Ch. 65E-10, F.A.C. Psychotic and Emotionally Disturbed Children - Purchase of Residential Services Rules
 - Ch. 65E-11, F.A.C. Behavioral Health Services
 - Ch. 65E-12, F.A.C. Public Mental Health Crisis Stabilization Units and Short-Term Residential Treatment Programs
 - Ch. 65E-14, F.A.C. Community Substance Abuse and Mental Health Services - Financial Rules
 - Ch. 65E-20, F.A.C. Forensic Client Services Act Regulation
 - Ch. 65E-26, F.A.C. Substance Abuse and Mental Health Priority Populations and Services
- 3) Financial Penalties
 - Ch. 65-29, F.A.C. Penalties on Service Providers

A-4 MISCELLANEOUS

- 1) Department of Children and Families Operating Procedures
 - CFOP 155-10 / 175-40 Services for Children with Mental Health and Any Co-Occurring Substance Abuse or Developmental Disability Treatment Needs in Out-of-Home Care Placements
 - CFOP 155-11 Title XXI Behavioral Health Network
 - CFOP 155-47 Processing Referrals from the Department of Corrections
 - CFOP 215-6 Incident Reporting and Analysis System (IRAS)
- 2) Standards applicable to Cost Principles, Audits, Financial Assistance and Administrative Requirements
 - S. 215.97, F.S. Florida Single Audit Act
 - S. 215.971, F.S. Agreements funded with federal or state assistance
 - Comptroller's Memorandum No. 03 (1999-2000) Florida Single Audit Act Implementation CFO's Memorandum No. 03 (2014-2015) Compliance Requirements for Agreements
 - 2 C.F.R., Part 200 Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, available at <https://federalregister.gov/a/2013-30465>
 - 2 C.F.R., Part 300 Department of Health and Human Services -

- Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Adoption of 2 C.F.R. Part 200
- 45 C.F.R., Part 75, Uniform Administration Requirements, Cost Principles, and Audit Requirements for HHS Awards
- 3) Data Collection and Reporting Requirements
- S. 394.74(3)(e), F.S. Data Submission
 - S. 394.9082, F.S. Behavioral health managing entities
 - S. 394.77, F.S. Uniform management information, accounting, and reporting systems for providers
 - S. 397.321 (3)(c), F.S. Data collection and dissemination system
 - DCF PAM 155-2 Mental Health and Substance Abuse Measurement and Data

[Remainder of Page Intentionally Left Blank]

Exhibit J
Work Authorization

Agreement: [Title, Date, Contract Number]

Work Authorization No. _____

This Work Authorization is between Broward County and Contractor in accordance with the Agreement. Contractor affirms that the representations and warranties in the Agreement are true and correct as of the date this Work Authorization is executed by Contractor. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

The time period for this Work Authorization will be from the date of County's Notice to Proceed until [] () days after the Notice to Proceed, unless otherwise extended or terminated by the Contract Administrator.

Services to be provided:

[COMPOSE SIMPLE SUMMARY]

See Exhibit A for additional detail.

The applicable not-to-exceed amount stated in the Agreement for the work at issue is \$[].

The total fee for goods and services under this Work Authorization is \$[] ("Total Fee").

The Total Fee shall be invoiced by Contractor upon written acceptance by County of all goods and services provided under this Work Authorization.

(Signatures appear on the following page.)

Exhibit K

Support and Maintenance Minimum Standards

Contractor shall provide County with Support and Maintenance so as to ensure and maintain optimal performance of the Products and 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 Products or System (collectively, “Events”) in keeping with the Required Response Times stated below;
- Providing and facilitating the installation of updates, upgrades, and releases as they are made available to Contractor’s other clients;
- Notifying County 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 Products or 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 Products or System;
- Use of ongoing best efforts to maintain the optimal functioning of the Products and System, to correct programming and coding errors, and to provide solutions to known errors affecting the operation of the Software;
- Routine notification to County as it becomes available of new or updated information pertaining to the Products, System, or the Documentation.

Support and Maintenance 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, Contractor shall provide support on-site at any office or location of a Broward County agency. Contractor agrees that its personnel shall be suitably trained in the operation, support and maintenance of the Software. If in the reasonable opinion of County, the personnel provided are not acceptable, Contractor agrees to provide suitable replacements.

Required Response Times. Upon notice by County of an Event, Contractor 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 Products, System, and/or interfaces inoperable or allows unauthorized access.	1 hour during normal business hours; or within 1 hour of beginning of next business day if outside of normal business hours	Work until corrected
Severe	Event that results in a significant impairment of performance of the Products or System or impairs essential operations or allows unauthorized access.	1 hour during normal business hours; or within 1 hour of beginning of next business day if outside of normal 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 Products or System.	2 hours during normal business hours; or next business day if outside of normal business hours	Future patch or release
Minimal	Event that has minimal impact or no impact on County's business.	2 hours during normal business hours; or next business day if outside of normal business hours	Future release

Notwithstanding the above-stated schedule, Contractor 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. Contractor will maintain records of all Support and Maintenance requested and/or provided, and provide County with online access to an Event ticketing system, which shall include at least the following:

- a) Date, time, and name of contact for each Event;
- b) Date and time of response by Contractor;
- 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, Contractor shall provide monthly reports of the foregoing records as well as statistics of Contractor's average monthly compliance with the Required Response Times.

Failure to Meet Required Response Times. If Contractor fails to meet the Required Response Times, County may offset against any sums due Contractor by Five Hundred Dollars (\$500) for each Event that Contractor failed to meet the Required Response Time, which amount the Parties

agree is a fair and reasonable approximation of County's negative financial impact caused by the delay in Contractor's response.

Downtime Maintenance Credit. If a Severe or Critical Event is not resolved or reduced to Minor or Minimal priority level within two (2) business hours after notice to Contractor, Contractor will refund to County five percent (5%) of the monthly fee (or monthly pro rata equivalent, if the fee is other than monthly) for Support and Maintenance for each additional business hour that the Event remains unresolved or at the Severe or Critical priority level, unless the Contract Administrator determines, in his or her sole discretion, that Contractor utilized best efforts to implement and is actively pursuing an appropriate plan for prompt resolution. Such refunds will be paid within ten (10) days or, at County's option, may be credited against future sums due to Contractor. This refund shall be in addition to any other remedy that is available in the event of a breach of the Agreement.

[Remainder of Page Intentionally Left Blank]