



TECHNOLOGY AGREEMENT BETWEEN BROWARD COUNTY AND ESO SOLUTIONS, INC., FOR FIRE RECORDS MANAGEMENT SYSTEM

This Technology Products Agreement (“Agreement”) is between Broward County, a political subdivision of the State of Florida (“County”), and ESO Solutions, Inc., a Texas corporation (“Contractor” or “ESO”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. Broward County’s Office of Regional Communications and Technology (“ORCAT”) seeks to acquire a fire records management software solution (“Fire RMS”).

B. On or about March 3, 2024, County identified Contractor as the sole or only reasonable source to provide the Fire RMS.

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. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Business hours** or **business day** means 7 a.m. to 7 p.m. Eastern Time during weekdays that are not County holidays or on which County has not otherwise declared its offices closed.

1.4. **Code** means the Broward County Code of Ordinances.

1.5. **Contract Administrator** means the Director of Regional Emergency Services and Communication, the Assistant Director of Regional Emergency Services and Communication, or such other person designated by the Director of Regional Emergency Services and Communication 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. **Deidentified Data** means County data which (i) if PHI, has been deidentified in accordance with HIPAA, or (ii) if not PHI, has had all personally identifiable information, as well as the names and addresses of County and any of its users and/or customers, removed; and in each case as a consequence is neither PHI nor identifiable to or by County.

1.8. **Documentation** means the Software's manuals and user guides that Contractor customarily furnishes to licensees of the Software or purchasers of the services covered by this Agreement.

1.9. **Equipment** means the hardware and other property listed in Exhibit A being provided to County pursuant to this Agreement, including any embedded software and firmware incorporated therein or customarily provided to purchasers of such hardware or other property.

1.10. **License Fee, Subscription Fee, or Support and Maintenance Fee** means the fee associated with use or support of the applicable Products, as outlined in Exhibit B.

1.11. **Notice to Proceed** means a written authorization to proceed with a project, phase, or task, issued by the Contract Administrator.

1.12. **Protected Health Information or PHI** has the meaning set forth in HIPAA. All references herein to PHI shall be construed to include electronic PHI, or ePHI, as that term is defined by HIPAA.

1.13. **Products** means all Software, Subscriptions, Equipment, and Services provided or required to be provided by Contractor, as further specified in Exhibit A.

1.14. **Purchasing Director** means County's Director of Purchasing.

1.15. **Services** means all required installation, integration, programming, configuration, customization, operation, and enhancements of the Products, together with necessary and appropriate consulting, training, Support and Maintenance, and project management and other services, to meet County's ongoing needs in connection with the Products, as further specified in Exhibit A, as well as any Optional Services procured under this Agreement.

1.16. **Software** means all proprietary or third-party software listed in Exhibit A or other intellectual property rights licensed to County or third-party users pursuant to this Agreement, including the computer programs (in machine readable object code form) and any subsequent updates, upgrades, releases, or enhancements thereto developed during the term of this Agreement.

1.17. **Subcontractor** means an entity or individual, including subconsultants, providing Services to County through Contractor, regardless of tier.

1.18. **Subscriptions** means all proprietary or third-party subscriptions listed in Exhibit A provided to County or third-party users pursuant to this Agreement, including all subscription-based services or solutions such as Software as a Service ("SaaS") or Platform as a Service ("PaaS"), and any subsequent updates, upgrades, releases, or enhancements thereto developed during the term of this Agreement that are provided to all of Contractor's customers.

1.19. **Support and Maintenance** means the support and maintenance required for County to achieve and maintain proper performance of Products or the System, including as further described in Exhibit D.

1.20. **System** means the complete system provided by Contractor pursuant to this Agreement as part of its Services hereunder, including all Products listed on 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

Exhibit A	Statement of Work
Exhibit B	Payment Schedule
Exhibit C	Security Requirements
Exhibit D	Support and Maintenance Minimum Standards
Exhibit E	Minimum Insurance Coverages
Exhibit F	Work Authorization Form
Exhibit G	Service Level Agreement
Exhibit H	Business Associate Agreement

ARTICLE 3. SCOPE OF SERVICES & TERMS OF USE

3.1. Scope of Services. Contractor shall 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.

3.2. Subscriptions Rights.

3.2.1. Subscription Rights. Contractor grants to County a royalty-free, nonexclusive right to access and use the Subscriptions for the duration of this Agreement, in the United States, for the number of users stated in Exhibit A (if no number 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 Subscriptions and the right to make any temporary files or copies required to utilize the Subscriptions. 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, and any municipality and/or fire rescue agency in Broward County, as may be authorized by County. Any municipality or fire-rescue agency user that accesses or uses the Subscriptions shall be bound by the terms and conditions of this Agreement.

3.2.2. Authorized Users and Additional Licenses. Unless otherwise stated in Exhibit A, 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 same form as Exhibit F), subject to the Purchasing Director's execution authority as stated in Section 3.8, to purchase additional licenses or users for the fees specified in Exhibit B.

3.2.3. Permitted Hardware and Environments. Unless otherwise stated in Exhibit A, County may install, use, and operate the Software and Subscriptions on any hardware. For any Software, County may, at no additional cost: (a) install, use, and operate the Software 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 Software 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.

3.2.4. Prohibited Uses. Except as otherwise provided in this Agreement or required under Florida law, County shall not reproduce, publish, or license the Software or Subscriptions to others. County shall not modify, reverse engineer, disassemble, or decompile the Software or Subscriptions, or any portion thereof, except to the extent expressly authorized in Exhibit A.

3.3. Hosting. Any costs to County for any hosting provided by Contractor of the Software or Subscriptions are included within the Subscription Fee listed in Exhibit B and will be provided at no additional cost to County, unless otherwise expressly stated in Exhibit B. Contractor, the Software, the Subscriptions, and the System shall 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. Contractor shall provide County with Support and Maintenance for Subscriptions as set forth in Exhibit D, so long as County pays the Subscription Fee stated in Exhibit B. Support and Maintenance shall be invoiced and paid in accordance with Exhibit B.

3.5. Updates, Upgrades, and Releases. For the Term, Contractor shall 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 shall remain the sole property of Contractor and shall 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 Term, Contractor shall 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 shall use all reasonable efforts to resolve such issues and to provide proper functionality of the Software or the Subscriptions consistent with this Agreement. If Contractor is unable to provide continued proper functionality of the Products consistent with this Agreement due to any third-party software release, update, or upgrade, County shall 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 shall deliver copies of the Documentation to County concurrently with delivery of the Subscriptions and thereafter shall promptly provide any updated Documentation as it becomes available during the Term. Contractor represents and warrants that the Documentation (as unmodified by County) 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 Services, or the quantity thereof, are identified as optional ("Optional Services"), County may select the type, amount, and timing of Optional Services pursuant to a work authorization ("Work Authorization") in substantially the form attached as Exhibit F, executed by Contractor and County pursuant to this section. Any Optional Services procured, when combined with the other required Services, shall not result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in this Agreement, Work Authorizations shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total aggregate cost to County is less than \$50,000; (b) the Purchasing Director may execute Work Authorizations for which the total aggregate 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 shall not commence work on any Work Authorization until receipt of a purchase order and a Notice to Proceed issued by the Contract Administrator.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and ends five (5) years after the Effective Date ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term and any Additional Extension, as those terms are defined in this article, are collectively referred to as the "Term."

4.2. Additional Extension. If the Purchasing Director determines, in their sole discretion, that expiration of this Agreement would result in a gap in necessary Services, then the Purchasing Director, with written consent of Contractor, 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 end of 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.

4.3. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

4.4. Timetable. If Contractor fails to achieve Final Acceptance for any Excluded Agency (as defined in Exhibit A) within six (6) months after the Effective Date or Notice to Proceed, County shall have the option to terminate the Agreement by written notice from its Contract Administrator, in which event all sums paid by County for the applicable Final Acceptance for the applicable Excluded Agency under this Agreement, if any, shall be reimbursed to County by Contractor within fifteen (15) days. For purposes of this section, any delays caused by County prior to Final Acceptance shall extend the Final Acceptance deadline by the same number of days as the delay caused by County.

ARTICLE 5. COMPENSATION

5.1. Maximum Amounts. For Products and Services provided under this Agreement, County will pay Contractor up to a maximum amount as follows:

Services/Products	Term	Not-To-Exceed Amount
Subscription Fees for County and Existing Agencies (as defined in Exhibit A)	Initial Term (5 years)	\$400,000
Subscription Fees for Excluded Agencies (as defined in Exhibit A)	Initial Term (5 years)	\$450,000
Optional Services	Duration of Agreement	\$1,622,000
TOTAL NOT TO EXCEED		\$2,472,000

Payment shall be made only for Services actually performed and completed pursuant to this Agreement as set forth in Exhibit B, which amount shall 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 Products and Services. 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. Invoicing for the Subscriptions and Services shall be in accordance with Exhibit B and, unless otherwise stated in Exhibit B or the applicable Work Authorization, any Optional Services shall be invoiced in accordance with the existing invoicing schedule for any like goods or services provided under this Agreement, including (if applicable) invoiced pro rata for the initial invoice period. Invoices shall describe the Services performed and, as applicable, the personnel, hours, and tasks. Contractor shall submit a Certification of Payments to Subcontractors and Suppliers (Form 00924, available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>) with each invoice that includes Services performed by a Subcontractor. The certification shall 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 shall be in the amounts set forth in Exhibit B for the applicable Products and Services.

5.2.3. County shall pay Contractor within thirty (30) days after 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, whether set forth in this Agreement or the Code; and (b) be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Payments shall be sent to Contractor's address in accordance with Article 11, unless otherwise requested by Contractor in writing and approved by the Contract Administrator in writing. Payment may be withheld for Contractor's failure to comply with a material term, condition, or requirement of this Agreement, provided County is not in breach of any material provision 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. If Contractor withholds an amount as retainage from Subcontractors or suppliers, Contractor shall 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 section shall 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 shall include requirements substantially similar to those set forth in this section in its contracts with Subcontractors and suppliers.

5.3. Reimbursable Expenses. Contractor shall not be reimbursed for any expenses it incurs unless expressly provided for in this Agreement. Reimbursement of any travel costs or travel-related expenses permitted under this Agreement shall be limited to those permitted under Section 112.061, Florida Statutes, except to the extent that Exhibit B expressly provides

otherwise. County shall 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 shall invoice Subcontractor fees only in the actual amount paid by Contractor, without markup or other adjustment.

5.5. Withholding by County; Overcharges. 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 Services that have not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Contractor's failure to comply with any material provision of this Agreement. The amount withheld shall not be subject to payment of interest by County. In the event of an overcharge of any nature by Contractor, Contractor must refund the overbilled amount within thirty (30) days after written demand by County.

5.6. Fixed Pricing. Unless otherwise stated in Exhibit B, prices shall remain firm and fixed for the duration of the Term, including any extension terms. However, Contractor may offer incentive or volume discounts to County at any time.

ARTICLE 6. DELIVERY, TESTING AND ACCEPTANCE

6.1. Delivery. Unless otherwise stated in Exhibit A, Contractor shall, within fifteen (15) days after the Effective Date, make the Software and the Subscriptions available electronically to County. All County license keys, usernames, and passwords shall be authenticated by Contractor and perform according to Exhibit A (Statement of Work).

6.2. Final Acceptance Testing. Section 22.148 of the Broward County Administrative Code requires that all applicable software purchases be inspected and tested by County, including verification by its Enterprise Technology Services ("ETS"), prior to final written acceptance of the software and software-related services. Within thirty (30) days after completion of all Services stated in Exhibit A relating to the installation, implementation, and integration of the Products and System provided under this Agreement, County shall conduct testing to determine whether the System: (i) properly functions with any applicable operating software; (ii) provides the capabilities stated in this Agreement and the Documentation; and (iii) if applicable, meets the acceptance criteria stated in the Statement of Work (the criteria referenced in (i), (ii), and (iii) are collectively referred to as the "Final Acceptance Criteria"). In the event of a conflict between the Documentation and the acceptance criteria stated in the Statement of Work, the Statement of Work shall prevail.

6.2.1. The testing period shall 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 shall 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 shall be reset to that of a first submission for testing.

6.2.2. County shall notify Contractor in writing of its Final Acceptance or rejection of the System, or any part thereof, within fifteen (15) days after the end of the testing period, as same may be extended or reset. If County rejects the System, or any part thereof, County shall provide notice identifying the criteria for Final Acceptance that the System failed to meet. Following such notice, Contractor shall have thirty (30) days to (a) modify, repair, or replace the System or any portion thereof, or (b) otherwise respond to County's notice. If Contractor modifies, repairs, or replaces the System or portion thereof, the testing period shall re-commence consistent with the procedures set forth above in this Section 6.2.

6.2.3. If Contractor fails to remedy the reason(s) for County's rejection of the System, or any part thereof, within ninety (90) days after County's initial notice of rejection, County may elect, in writing, to either accept the System as it then exists or to reject the Software or Subscriptions and terminate the Agreement or applicable Work Authorization. If County elects to reject the System and terminate the Agreement or applicable Work Authorization, all sums paid by County under the Agreement or applicable Work Authorization shall be reimbursed to County by Contractor within fifteen (15) days after such election is made. If County elects to accept the System as it then exists (partial acceptance), Contractor shall continue to use commercially reasonable efforts to remedy the items identified in the applicable notice of rejection. If, despite such continuing commercially reasonable efforts, Contractor fails to remedy the issue(s) identified by County within a reasonable time as determined by County, then County shall be entitled to deduct from future sums due under the Agreement the value of the rejected portion of the System as mutually determined by the Parties. If the Parties cannot agree upon such value, County shall have the right to reject the System and terminate the Agreement or applicable Work Authorization on the terms stated above in this section.

ARTICLE 7. CONFIDENTIAL INFORMATION, PROPRIETARY RIGHTS, SECURITY REQUIREMENTS

7.1. Contractor Confidential Information. Contractor represents that the Software and the Subscriptions contain proprietary products and trade secrets of Contractor. Accordingly, to the full extent permissible under Applicable Law, County agrees to treat intellectual property within the Software or the Subscriptions as confidential in accordance with this article. For any other material submitted to County, 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 declaration or affidavit in a form acceptable to County 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 or for trade secret material in the Software or the Subscriptions, County shall 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 shall 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 or materials relating to the Software or the Subscriptions in response to a third-party request.

7.2. County Confidential Information. All materials, data, transactions of all forms, financial information, documentation, inventions, designs, and methods that Contractor obtains from County in connection with this Agreement or in which County holds proprietary rights, constitute "County Confidential Information." All County-provided employee information, financial information, and personally identifiable information for individuals or entities interacting with County (including, without limitation, social security numbers, birth dates, banking and financial information, and other information deemed exempt or confidential under Applicable Law) also constitute "County Confidential Information." For the avoidance of doubt, Deidentified Data is not Confidential Information.

7.2.1. County Confidential Information may not, without the prior written consent of County, or as otherwise required by Applicable Law, be used by Contractor or its employees, agents, Subcontractors, or suppliers for any purpose other than for the benefit of County pursuant to this Agreement. Neither Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license, or otherwise make available to any other person or entity any County Confidential Information without the prior written consent of County. For the avoidance of doubt, this Section 7.2.1 does not apply to Deidentified Data.

7.2.2. Contractor expressly agrees to be bound by and to defend, indemnify, and hold harmless County and its officers and employees from the breach of Applicable Law by Contractor or its employees, agents, Subcontractors, or suppliers regarding the unlawful use or disclosure of County Confidential Information.

7.2.3. Upon expiration or termination of this Agreement, or as otherwise demanded by County, Contractor shall, at County's option, turn over to County or certify the destruction of, all County Confidential Information, in any form, tangible or intangible, possessed by Contractor or its employees, agents, Subcontractors, or suppliers.

7.3. Maintenance of Confidential Information. Each Party shall advise its employees, agents, Subcontractors, and suppliers who receive or otherwise have access to the other Party's Confidential Information (as described in Section 7.1 or Section 7.2, as applicable) of their

obligation to keep such information confidential and shall promptly advise the other Party in writing if it learns of any unauthorized use or disclosure of said Confidential Information. In addition, the Parties agree to cooperate fully and provide all reasonable assistance to ensure the confidentiality of the other Party's Confidential Information as described in this article.

7.4. County Proprietary Rights. Contractor acknowledges and agrees that County retains all rights, title, and interest in and to all materials, data, documentation, and copies thereof furnished by County to Contractor under this Agreement, including all copyright and other proprietary rights therein, which Contractor as well as its employees, agents, Subcontractors, and suppliers may use only in connection with the performance of this Agreement. For the avoidance of doubt, this Section 7.4 does not apply to Deidentified Data.

7.5. Contractor Proprietary Rights. Except for custom work products, if any, County acknowledges that all copies of the Software (in any form) and the Subscriptions are the sole property of Contractor or third-party licensor. County shall not have any right, title, or interest to any such Software or Subscriptions except as expressly provided in this Agreement and shall take reasonable steps to secure and protect the Software and the Subscriptions consistent with maintenance of Contractor's proprietary rights therein.

7.6. Data and Privacy. Contractor shall comply with all applicable data and privacy laws and regulations, including without limitation Section 501.171, Florida Statutes, and shall ensure that County data processed, transmitted, or stored by Contractor or in the System is not accessed, transmitted, or stored outside the United States. County acknowledges that Contractor maintains wholly owned subsidiaries and employees in Canada, Czech Republic, Denmark, and the United Kingdom, and that such employees are integral and essential to Contractor's enterprise, platform and product development, and support, including security, development, and system/network functions. Accordingly, such employees will have access to County data appropriate for their role and the task assigned to them, provided that each such employee shall follow Contractor's policies and procedures applicable to all employees regardless of location for such access, including (i) only using Contractor-supplied equipment, (ii) using VPNs with MFA for such access (or using Azure's Bastion service), (iii) following break-the-glass procedures as applicable, and (iv) completing appropriate HIPAA and security training. Contractor shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Sections 501.171, 817.568, or 817.5685, Florida Statutes) that Contractor may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County.

7.7. If applicable and requested by County, Contractor shall ensure that all hard drives or other storage devices and media that contained County data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

7.8. Entities of Foreign Concern. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this

Agreement, the undersigned authorized representative of Contractor hereby attests under penalty of perjury as follows: Contractor is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Contractor; and the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

7.9. Security Requirements. Contractor, the Products, and the System must meet or exceed all security requirements set forth in Exhibit C at all times throughout the Term, unless otherwise expressly approved in writing by the County's Chief Information Officer or their designee. Contractor will cooperate with County and provide any and all information that County may reasonably request to determine appropriate security and network access restrictions and verify Contractor compliance with County security requirements, including as stated in this section.

7.10. Injunctive Relief; Survival. The Parties represent and agree that neither damages nor any other legal remedy is adequate to remedy any breach of this article, and that the injured party shall therefore be entitled to injunctive relief to restrain or remedy any breach or threatened breach. The obligations under this article shall survive the termination of this Agreement or of any license granted under this Agreement.

ARTICLE 8. REPRESENTATIONS AND WARRANTIES

8.1. Ownership. Contractor represents and warrants that it is the owner of all right, title, and interest in and to the Software and the Subscriptions, or that it has the right to grant to County the rights and the licenses granted under this Agreement, and that Contractor has not knowingly granted rights or licenses to any other person or entity that would restrict rights and licenses granted hereunder, except as may be expressly stated herein.

8.2. Limited Warranty. For the Term, Contractor represents and warrants to County that the Products and System will perform substantially as described in the Documentation and in Exhibit A. This warranty does not cover any failure of the Products resulting from: (a) use of the Products in a manner other than that for which they were intended; (b) any modification of the Products by County that is not authorized by Contractor; (c) County's provision of improperly formatted data to be processed through the System; or (d) unless approved in writing by Contractor, the combination, operation, or use by County (and/or anyone acting on County's behalf) of the Subscription in connection with any other product or service, if such combination, operation, or joint use causes the alleged failure.

8.3. Warranty Regarding Viruses and PCI Compliance. Contractor further represents, warrants, and agrees that the Products are free from currently-known viruses or malicious software (at the time the Products and any subsequent versions thereof are 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 Products from data

leaks, hackers, denial of service attacks, and other unauthorized intrusions. If the Products accept, transmit, or store any credit cardholder data, Contractor represents and warrants that the Products comply with the most recent Security Standards Council's Payment Card Industry ("PCI") Payment Application Data Security Standard ("DSS").

8.4. 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 Products or System infringes or misappropriates any patent, 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 Products, System, Services, and Support and Maintenance to be provided pursuant to this Agreement will not infringe or misappropriate any patent, copyright, or any trade secret or other intellectual or proprietary right of a third party.

8.5. Representation of Authority. Each Party represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of that Party, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Party has with any third party or violates Applicable Law. Each Party further represents and warrants that execution of this Agreement is within such Party's legal powers, and each individual executing this Agreement on behalf of each Party is duly authorized by all necessary and appropriate action to do so on behalf of such Party and does so with full legal authority.

8.6. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's negotiation, of this Agreement, 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.

8.7. Contingency Fee. Contractor represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and 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.

8.8. 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 statute. 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.

8.9. 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” pursuant to 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.

8.10. 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.

8.11. 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.

8.12. 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 shall be performed in a skillful and respectful manner, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such Services.

8.13. Prohibited Telecommunications. Contractor represents and certifies that Contractor and all Subcontractors do not use, and for the Term will not provide or 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 C.F.R. §§ 52.204-24 through 52.204-26.

8.14. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the “Broward County Domestic Partnership Act,” Section 16½-157 of the Code (“Act”), Contractor certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

8.15. Breach of Representations. Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor stated in this article, and County

shall be entitled to exercise any or all of the following remedies, subject to the limitation of liability in Section 9.3, 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.

ARTICLE 9. INDEMNIFICATION AND LIMITATION OF LIABILITY

9.1. **Indemnification.** Subject to the limitation of liability in Section 9.3 below, Contractor shall 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, 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 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 shall, upon written notice from County, defend each Indemnified Party with counsel reasonably satisfactory to County. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due but not already paid by County to 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 shall not be subject to payment of interest by County.

9.2. **Infringement Remedy.** If the Products or any portion thereof are finally adjudged to infringe, or in Contractor's opinion are likely to become the subject of such a Claim, Contractor shall, at County's option, either: (i) procure for County the right to continue using the Products; (ii) modify or replace the Products to make them noninfringing; or (iii) refund to County all fees paid under this Agreement. Contractor shall have no liability regarding any infringement claim caused by any County modification of the Products not specifically authorized in writing by Contractor.

9.3. **Limitation of Liability.**

9.3.1. Neither Contractor nor County shall be liable to the other Party for any damages under this Agreement that exceed \$2,000,000. Neither Party shall be liable for the other party's special, indirect, punitive, or consequential damages (including damages resulting from lost data or records other than costs incurred in the recovery thereof), even if the Party has been advised that such damages are possible, or for the other Party's lost profits, lost revenue, or lost institutional operating savings.

9.3.2 The foregoing limitation in Section 9.3.1 shall not apply to (i) any claim based on Contractor's breach of its confidentiality obligations (including a breach of obligations regarding

PHI) under this Agreement, or (ii) any indemnification obligation under the Agreement, excluding liability arising from an actual or alleged infringement of any interest in the Products and liability arising from Contractor's gross negligence, willful misconduct, or criminal conduct. For any and all such claims, Contractor's total aggregate liability shall in no event exceed \$5,000,000.

9.3.3 The limitations of liability in Section 9.3.1 and Section 9.3.2 shall not apply to (i) any Claim resulting from an actual or alleged infringement of any interest in the Products, or (ii) any indemnification obligation under this Agreement arising from Contractor's gross negligence, willful misconduct, or criminal conduct.

ARTICLE 10. INSURANCE

10.1. Throughout the Term, Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit E in accordance with the terms and conditions of this article. Contractor shall 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.

10.2. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit E on all policies required under this article.

10.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, as may be requested by County, Contractor shall 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 shall provide complete copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

10.4. Contractor shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required of Contractor has been completed, as determined by Contract Administrator. Contractor or its insurer shall 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 shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

10.5. 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.

10.6. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Contractor.

10.7. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit E and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall 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. Any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor shall obtain same in endorsements to the required policies.

10.8. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against County and shall obtain same in an endorsement of Contractor's insurance policies.

10.9. Contractor shall 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 shall 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 shall not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

10.10. 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 shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this article.

10.11. 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 E; 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 E.

ARTICLE 11. TERMINATION

11.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the other Party materially breaches this Agreement and fails to cure such 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:

11.1.1. Contractor's (a) failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, (b) suspension or debarment by a state or federal governmental entity or by a local governmental entity with a population in excess of one million people, or (c) repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

11.1.2. 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

11.1.3. By the Director of OESBD upon the disqualification of Contractor as a CBE if Contractor's status as a CBE was a factor in the award of this Agreement, or upon the disqualification of one or more of Contractor's CBE participants by the Director of OESBD if any such participant's status as a CBE firm was a factor in the award 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 shall be deemed a termination for convenience pursuant to Section 11.2 effective thirty (30) days after such notice was provided. If County terminates this Agreement pursuant to this section, then to the extent County prepaid any fees, Contractor shall refund to County those prepaid fees on a pro-rata basis from the date County actually ceases use of the Subscription. Upon termination of this Agreement, County shall cease all use of the Subscription and return all Documentation except for record copies as required by Applicable Law. County shall remain obligated to pay appropriate fees at Contractor's then-current rates being charged to County if County continues to use or access Subscription after the termination or expiration of this Agreement. Termination of this Agreement is without prejudice to any other right or remedy and shall not release a Party from any liability that accrued prior to termination or that expressly survives termination.

11.2. 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 written 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 pursuant to this section, Contractor shall be paid for any Services properly performed through the termination date specified in the written notice of termination and County shall have no further obligation to pay Contractor for Services under this Agreement.

11.3. Notice of termination shall 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 shall be promptly confirmed in writing.

11.4. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to Contractor’s failure to comply with any term(s) of this Agreement, subject to the limitation of liability in Section 9.3 above.

ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

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

12.2. Upon request by County and no more than annually, 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 13. MISCELLANEOUS

13.1. 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 Statement 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 Statement of Work that do not increase the total cost to County or waive any rights of County.

13.2. Rights in Documents and Work. Any and all reports created specifically for County by Contractor in connection with performing Services under this Agreement, whether finished or

unfinished (“Documents”), shall 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. Upon expiration or termination of this Agreement, the Documents shall become the property of County and shall be delivered by Contractor to the Contract Administrator within ten (10) days after written request from County.

13.3. Public Records. Notwithstanding any other provision 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, shall not constitute a breach of this Agreement. If Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

13.3.1. Keep and maintain public records required by County to perform the Services;

13.3.2. Upon request from County, provide County with a copy of the requested records applicable to this Agreement 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;

13.3.3. 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

13.3.4. Upon expiration 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 shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall 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 applicable records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

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 954-357-8579, TLAWRENCE@BROWARD.ORG, 115 SOUTH ANDREWS AVE., SUITE 325, FORT LAUDERDALE, FLORIDA, 33301.

13.4. Audit Rights and Retention of Records. County shall 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 shall 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 shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor and all Subcontractors shall make same available in written form at no cost to County. Contractor shall provide County with reasonable access to Contractor's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement. All such audit activities by County shall be subject to reasonable scheduling with Contractor and appropriate confidentiality undertakings.

Contractor and all Subcontractors shall preserve and make available, at a reasonable time and location agreed upon by the Parties, for examination and audit, applicable 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 shall 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 pursuant to 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 with sixty (60) days advance notice. Contractor shall make all applicable 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 which overstates the cost or charges applicable to County shall be a basis for County's disallowance and recovery of payment upon such entry to the extent overstated. If an audit or inspection 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, Contractor shall make adjustments for the overcharges pursuant to Section 5.5. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation and validation of County's findings to Contractor.

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

13.5. Independent Contractor. Contractor is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Contractor nor its agents shall act as officers, employees, or agents of County. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by such Party under this Agreement.

13.6. 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 shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

13.7. 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 shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

13.8. Third-Party Beneficiaries. Neither Contractor nor County intends to primarily or directly 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 shall be entitled to assert a right or claim against either of them based upon this Agreement.

13.9. Notices. Unless otherwise stated herein, 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 shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Regional Emergency Services and Communication
Attn: Daniel Revis
115 South Andrews Avenue, Room 325
Fort Lauderdale, Florida 33301
Email address: drevis@broward.org

FOR CONTRACTOR:

ESO Solutions, Inc.
Attention Contracts
2803 Manor Road
Austin, Texas 78722
Email address: contracts@eso.com

13.10. 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, such consent not to be unreasonably withheld. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall 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.

13.11. Conflicts. Neither Contractor nor its employees shall 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 shall 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 shall 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 shall 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 pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Contractor shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

13.12. 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. Either Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall 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.

13.13. Compliance with Laws. Contractor, the Products, the System, 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 made known to Contractor.

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

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

13.16. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall 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 either Party shall require approval in writing, unless otherwise expressly stated.

13.17. 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 of the Agreement shall prevail and be given effect, except if such conflict or inconsistency is related to PHI, the BAA attached as Exhibit H shall prevail and be given effect.

13.18. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

13.19. 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.

13.20. 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 herein.

13.21. HIPAA Compliance. County has access to PHI that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. Contractor is considered by County to be a business associate and is 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 shall fully protect individually identifiable health information as required by HIPAA or HITECH pursuant to the Business Associate Agreement attached as Exhibit H (the “BAA”). Where required, Contractor shall handle and secure such PHI in compliance with 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 shall survive the expiration or earlier termination of this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with Subcontractors.

13.22. Payable Interest.

13.22.1. Payment of Interest. Unless prohibited by Applicable Law, County shall 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.

13.22.2. 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, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

13.23. 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.

13.24. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

13.25. Use of County Name or Logo. Contractor shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

13.26. 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.

13.27. Polystyrene Food Service Articles. Contractor shall 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.

13.28. Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

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 Director of Purchasing, authorized to execute same pursuant to Board action on the 4th day of June, 2024; and Contractor, signing by and through its duly authorized representative.

BROWARD COUNTY

BROWARD COUNTY, by and through
its Director of Purchasing

By: _____
Director of Purchasing

____ day of _____, 20__

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

By **Sara Cohen** _____
Digitally signed by Sara Cohen
Reason: Approved as to form
Location: Broward County
Attorney's Office
Date: 2024.12.13 07:37:54 -05'00'
Sara F. Cohen (Date)
Assistant County Attorney

By  _____
Digitally signed by Rene D.
Harrod
Reason: Approved as to form
Date: 2024.12.13 08:24:16 -05'00'
René D. Harrod (Date)
Chief Deputy County Attorney

SC
ESO Agreement
12/05/2024
#1135751.2

**TECHNOLOGY AGREEMENT BETWEEN BROWARD COUNTY AND ESO SOLUTIONS, INC., FOR
FIRE RECORDS MANAGEMENT SYSTEM**

CONTRACTOR

ESO SOLUTIONS, INC.

By: Robert Munden
Authorized Signer

Digitally signed by Robert Munden
Date: 2024.12.11 21:38:15 -06'00'

Robert Munden, Chief Legal and Compliance Officer

Print Name and Title

_____ day of _____, 20____

Exhibit A Statement of Work

Contractor shall provide the following Services:

1. Project Request

The Broward County Office of Regional Communications and Technology (ORCAT) is seeking a replacement of the current Regional Fire Records Management System (Fire RMS) provided by Zoll Data Systems. The Fire RMS platform is utilized for the delivery of information gathered during real-time Fire Rescue Calls for Service (CFS), as captured in Computer Aided Dispatch (CAD) software, and ultimately processed by Fire Records Management Systems.

Contractor's Fire Records Management System ("FRMS") will provide a centralized repository for all data sources with easy access from any device. Regional delivery of the FRMS will provide mutual aid response units access to critical information across jurisdictional boundaries. Contractor's software solutions offer cutting edge technology, resulting in increased value and utility for Broward County's Fire Rescue agencies. This project will deliver critical incident information essential to the safety of Fire Rescue personnel, as well as provide the automated delivery of legally mandated and standardized National Fire Incident Reporting System (NFIRS) and National Emergency Medical Services Information System (NEMSIS) reports. This increased value and utility will significantly benefit the Broward County community at large. Additionally, Contractor will implement and support compliance with the National Emergency Response Information System (NERIS) which is the upcoming replacement for NFIRS.

Fire Rescue personnel need a comprehensive software solution which will provide access to the following information from any mobile device:

- Intuitive Reporting Capabilities: Accurate, quality driven data capabilities utilizing a wide array of data.
- Emergency Response Preparation Capability: Seamless integration with Contractor's Fire Properties and Inspections Software, and Electronic Health Reporting (EHR).
- Standardized, automated delivery of NFIRS, NEMSIS (and NERIS, when available) reports.

Fire Rescue Personnel arriving on scene to a fire incident must have at their disposal information about the incident such as:

- Incident Type
- Initial Dispatch Code
- Active Fire (Yes/No)
- COVID-19 Exposure
- Injury or Death
- Hazardous Materials Release

- Property Use
- Mutual Aid Agency

For the past six (6) years, Contractor's FRMS has been in use by the following ten (10) agencies: Broward Sheriff's Office, Davie, Hollywood, Lauderhill, Margate, Miramar, Oakland Park, Pembroke Pines, Pompano Beach, and Tamarac Fire Rescue (collectively, "Existing Agencies"). Upon the Effective Date, County will provide the Existing Agencies with credentials for the Subscription subject to the terms of this Agreement, and all users of the Existing Agencies will be included within the scope of the authorized use of the System and the FRMS, inclusive of all modules. Upon the Effective Date, County shall be responsible for payment of the Subscription Fee on behalf of the Existing Agencies.

Contractor will work with ORCAT to offer and provide (as may be requested) implementation and training to additional agencies, including the following agencies: Lighthouse Point and North Lauderdale Coconut Creek, Coral Springs, Fort Lauderdale, Planation, Seminole Tribe, and Sunrise (collectively, "Excluded Agencies") at a later date. As and to the extent the FRMS is implemented to these Excluded Agencies, the users of these Excluded Agencies (including any third-party users authorized by the applicable Excluded Agencies to utilize the FRMS through the Excluded Agency) will be included within the scope of the authorized use of the System and the FRMS, inclusive of all modules listed in this Agreement. Invoicing for the Excluded Agencies actually implemented shall be in accordance with Exhibit B.

The Existing Agencies and Excluded Agencies are collectively referred to as "Agencies" within this Agreement.

Contractor represents that the System, Products, and Services provided under this Agreement will provide this functionality and solution.

2. Services Description

Contractor shall offer onboarding and training to effectively scope, configure, and deploy the System, while adjusting for agency requirements and workflows.

Contractor's FRMS is a Software as a Service (SaaS) solution hosted by Microsoft Azure to provide its ESO dashboards to respective Agencies.

A. System Functionalities:

The System will provide the following functionalities:

ESO Dashboard (Landing Page)

- Messages
 - Contractor or the respective Fire Agency administrator can publish messages on the ESO dashboard for fire rescue personnel.
 - Messages can be filtered by

- Alerts
- Messages
- Reminders
- Product Training
 - Access online help consisting of detailed documentation for all System modules.
- Release Notes
 - Provides information on updates, enhancements, and bug fixes for all System modules.

System Modules:

Incidents

- Incident Details
 - Incident Number
 - NFIRS Incident Number
 - Incident Date/Time
 - Incident Type
 - Incident Status
 - Street Address
 - Actions
 - Import CAD function
 - Import EHR function
 - Add Incident function
- Assignment
 - Unit
 - Shift
 - District
 - Station
 - Personnel
 - Report Writer
 - Officer in Charge
 - Quality Control

Analytics/Insights (as applicable):

- Data reporting and visualization tool with over 8 pre-built reports (Average First Apparatus Travel Time, Average First Apparatus Turnout Time, Average Turnout Time by Apparatus, Fire CAD Reconciliation, Analytics Fire Reports, Fire CAD Reconciliation ePCR, Fire CAD Reconciliation Exceptions, Station Report, Total Record Volume by Incident Type).
- One-touch click access and trend analysis for clinical and operational metrics.
- Agencies can create their own custom reports for their agency dashboard.

The System architecture is a three-tier environment consisting of the user interface, application, and data layers. This robust architecture provides the following:

- All data is stored indefinitely unless specifically requested to purge making all data available for access and reporting at any time, unless otherwise approved by County.
- The ability to handle up to 33,500 requests per minute.
- Average response time for request is 0.24 seconds.

B. **Subscriptions**. Contractor will provide the following Subscriptions under this Agreement:

Software Suite, Version & Module	Quantity & Type of License <i>(e.g., Enterprise, User)</i>	Purpose, Functionality & Expected Operation of Software
ESO Fire RMS	One (1) Enterprise license	Provides oversight to its children agencies (Existing Agencies and Excluded Agencies). This oversight account will have visibility to all children's data.
ESO Fire Incidents	13 agency accounts (ORCAT, Broward Sheriff's Office, Davie, Hollywood, Lauderhill, Margate, Miramar, Oakland Park, Pembroke Pines, Pompano Beach, Tamarac Fire Rescue, North Lauderdale, and Lighthouse Pointe)	Fire data reporting and record keeping (NFIRS and NERIS)
CAD Integration	One (1) Enterprise license	CAD Integration into System's Fire Incidents module

System application data is pulled from ORCAT Computer Aided Dispatch (CAD) Reporting Data Warehouse (RDW) with a small application that runs as a Windows service on a virtual machine (VM) called the ESO CAD Monitor. The ORCAT VM currently runs Windows 2019 which exceeds the System CAD Monitor software prerequisite of Microsoft Server 2008 R2.

The System CAD Monitor accesses CAD RDW data via a SQL Stored Procedure. The System CAD Monitor Service is set to run on a scheduled interval to retrieve the data from the ORCAT RDW and send to the System. The System CAD monitor communicates with the System via secure Https (Port 443) and is outbound through the ORCAT network.

The System CAD Monitor application is currently installed on ORCAT VM. The onboarding of additional agencies does not require an upgrade or reinstallation of the existing CAD Monitor Application and is accomplished by a minor change to the SQL stored procedure referenced

above. Once configured, the application does not need to be accessed, except for support related issues such as Contractor provided upgrades.

System CAD Monitor software updates are only applied by Contractor if Agencies are experiencing an issue that the new version will correct or if the System requires it for functionality. ORCAT began hosting the ESO CAD Monitor for all Agencies in 2018. Since then, ORCAT and Contractor have only needed to upgrade the System CAD Monitor once on May 8, 2023, via ORCAT Change Management Request (CMR 7101 - ESO CAD Monitor installation) from version 1.4.120 to 1.5.3.8.

Subscription Compatibility Matrix

The following matrix shows devices, operating systems, and the browsers the System is currently compatible with.

To Use ESO Suite Applications on the Web

WEB BROWSER
ESO supports using a modern Internet browser to access the web applications.

SCREEN RESOLUTION
ESO Suite web applications will display optimally at resolutions at or above 1920 x 1080.

INTERNET CONNECTIVITY
Accessing ESO Suite web applications requires an active Internet connection and faster speeds will enhance the user experience.

DESKTOP BROWSERS
Google Chrome, latest stable version
Microsoft Edge, latest stable version
Mozilla Firefox, latest stable version
Apple Safari on MacOS, latest stable version

MOBILE BROWSERS
Google Chrome, latest stable version
Apple Safari on iOS or iPadOS, latest version

CARDIAC MONITORS
ESO EHR web application can import case files from cloud interfaces from the following devices.
Philips Tempus through Philips IntelliSpace Corsium
Stryker LIFEPAK 15 through LIFEVIEW System
ZOLL X-Genes through ZOLL RescueNet CaseReview

EHR Mobile Hardware Requirements

EHR Mobile is a Windows-based application that allows for uninterrupted usage in areas of poor or no Internet connectivity.

	MINIMUM	RECOMMENDED
Processor ¹	Dual-core Intel Core i3	Dual-core Intel Core i5
Memory	8GB	16GB
Storage ²	1GB	2GB
Display Resolution	1024 x 768	1920 x 1080
Camera ³	2MP rear-facing auto-focus	8MP rear-facing auto-focus
Network ⁴	Ethernet or Wi-Fi with upstream Internet connectivity	Ethernet, Wi-Fi, and LTE or 5G modem with upstream Internet connectivity
Operating System	Windows 10	Windows 10 or 11



CARDIAC MONITORS

ESO EHR Mobile can import case files from cloud interfaces from the following devices.

- Philips Tempus (cloud)
- Stryker LIFEPAK 15 (cloud and local)
- ZOLL X-Series (cloud and local)

Network Requirements

To support this project, ORCAT has whitelisted the following port and webpages via the Broward County Public Safety Network443 (SSL)

- <https://login.microsoftonline.com>
- <https://www.esosuite.net>

Security Requirements

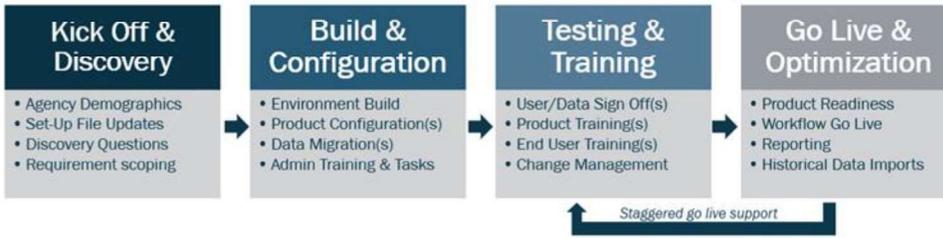
The Transport Layer Security (TLS) 1.2 encryption protocol is enabled on the ORCAT VM. The protocol upholds the highest security standards for the transfer of data from the ORCAT RDW to ESO.

Security Token

The “CadEntity.GUID” property is a security token that identifies all Agencies in the System. While each city in Broward County has a corresponding CadEntity.GUID, cities that contract Broward Sheriff’s Office Fire Rescue for fire rescue services share a common single CadEntity.GUID identified as Broward Sheriff’s Office.

3. Technical Approach

A. High-level View of Project Stages



• ESO recommends a streamlined **technical onboarding approach**; supports a **staggered product go live** based on agency needs
 • Projected timelines vary based on **number of products & requirements for configuration** (i.e., CAD, data clean up prior to migration, etc.)

B. Project Phases

The following phases shall apply after County issues a Notice to Proceed (“NTP”) for any Excluded Agency:

No.	Name	Description
1	Contract Execution	All necessary parties sign the finalize agreement making the contract fully executable and enforceable.
2	Project Kick Off & Discovery	Finalize scope & go live requirements; gather necessary data elements to begin building/updating the Excluded Agency’s System environment. Project Kick-Off and Discovery begins with a kick-off call between the Contractor Project Manager, ORCAT, and the applicable Excluded Agency to review scope, requirements, and any additional questions. Additional discovery call(s) will be scheduled with Subject Matter Expert(s) for specific product configuration. SMEs understand the current operational and technical requirements and will outline next steps per stakeholder (ESO, ORCAT or the applicable Excluded Agency)
3	Agency-Specific Environment Provisioning	Excluded Agency set-up begins immediately after kickoff and is scheduled for two weeks. Information required for initial set up of Excluded Agency including its demographics, personnel, units, districts, stations, and auto-population of CAD data. When setup is complete, Contractor will provide designated ORCAT and Excluded Agency administrators with login information to complete the agency portion of the setup. Administrator training is available to support the agency in completing configuration in a timely manner.
4	Component(s) Configuration	This is the longest and most labor-intensive phase and requires additional agency and/or Contractor configuration support. Requirements will be identified during the discovery calls; ORCAT and Excluded Agency will be involved in scoping and System configuration.
4.a	ESO GETCALLS User Stored Procedure	The SQL user stored procedure on the ORCAT RDW will be modified to include applicable Excluded Agency.

No.	Name	Description
4.b	System CAD Monitor Application Configuration	System CAD Monitor Application brings CAD data into the System for use by the end user as they document their incidents. The method in which this is accomplished is by calling the stored procedure listed in 4.a and saving results in the System database.
5.	Agency Administrator Training	<p>This training is generally three hours in duration and should be attended by anyone who will be participating in the administration of the System. Training objectives and activities include:</p> <ul style="list-style-type: none"> • A brief overview of the System • Adding additional stations, units, districts etc. • Configuration and maintenance of the System administrative console • Creating new users and assigning user roles and login credentials • Data fields required for NFIRS and NERIS reporting. • Establishing operational standards (i.e., access control procedures)
6.	Acceptance Test Plan (ATP)	<p>Contractor SMEs will work with ORCAT and Excluded Agency to validate the System environment after implementation. Contractor will support County's administration personnel with change management best practices to ensure end-users feel confident in using the System and that workflows meet compliance requirements (i.e., NFIRS, NEMESIS, NERIS).</p> <p>End User training takes users through each tab of the System, giving them in-depth views into the functionality and usability of all aspects of the System. Users will be provided opportunities for hands-on involvement with the System to reinforce learning and will be given ample time to ask questions about any issues they may encounter during day-to-day use. Training objectives include:</p> <ul style="list-style-type: none"> • Overview of data flow and system security, including creating login credentials. • Extended sessions for training end users & troubleshooting issues (power users) <p>ORCAT and Excluded Agency will use System/workflow(s) within 10 days after training. Training Guides and Videos are available 24/7 during Configuration, Training, and post Go-Live. These resources are updated regularly to include upgrades to the Subscription.</p> <p>POWER USERS: Individuals from the Excluded Agency who will learn how to use the System and teach others to use the System; this is vital to the success of the project. Power users gain an in-depth knowledge of System applications and will ensure continuity in staff education. They should be comfortable with technology and have a clear understanding of the Excluded Agency's internal processes and objectives for data collection. Power Users should have system administrator or comparable knowledge.</p> <p>System administrator(s) should attend at least one of the power user/end user classes. Contractor recommends that attendees be off duty for user training and administrators offer personnel to hardware ratio of no more than 3:1 to create an optimal learning environment.</p>

No.	Name	Description
7.	Final System Acceptance (FSA)	<p>ORCAT signs off on all the following:</p> <ul style="list-style-type: none"> • Motorola CAD feed is operational. Confirm incident data is populated for Excluded Agency in ORCAT Reporting Data Warehouse (RDW). • System network routing and firewall rules are operational, and all traffic are flowing unimpeded. • System CAD monitor application is functioning as designed. Data for Excluded Agency is being populated from ORCAT's RDW to System database. • System support ticketing system is working. Confirm, creation, tracking, and closing of tickets.

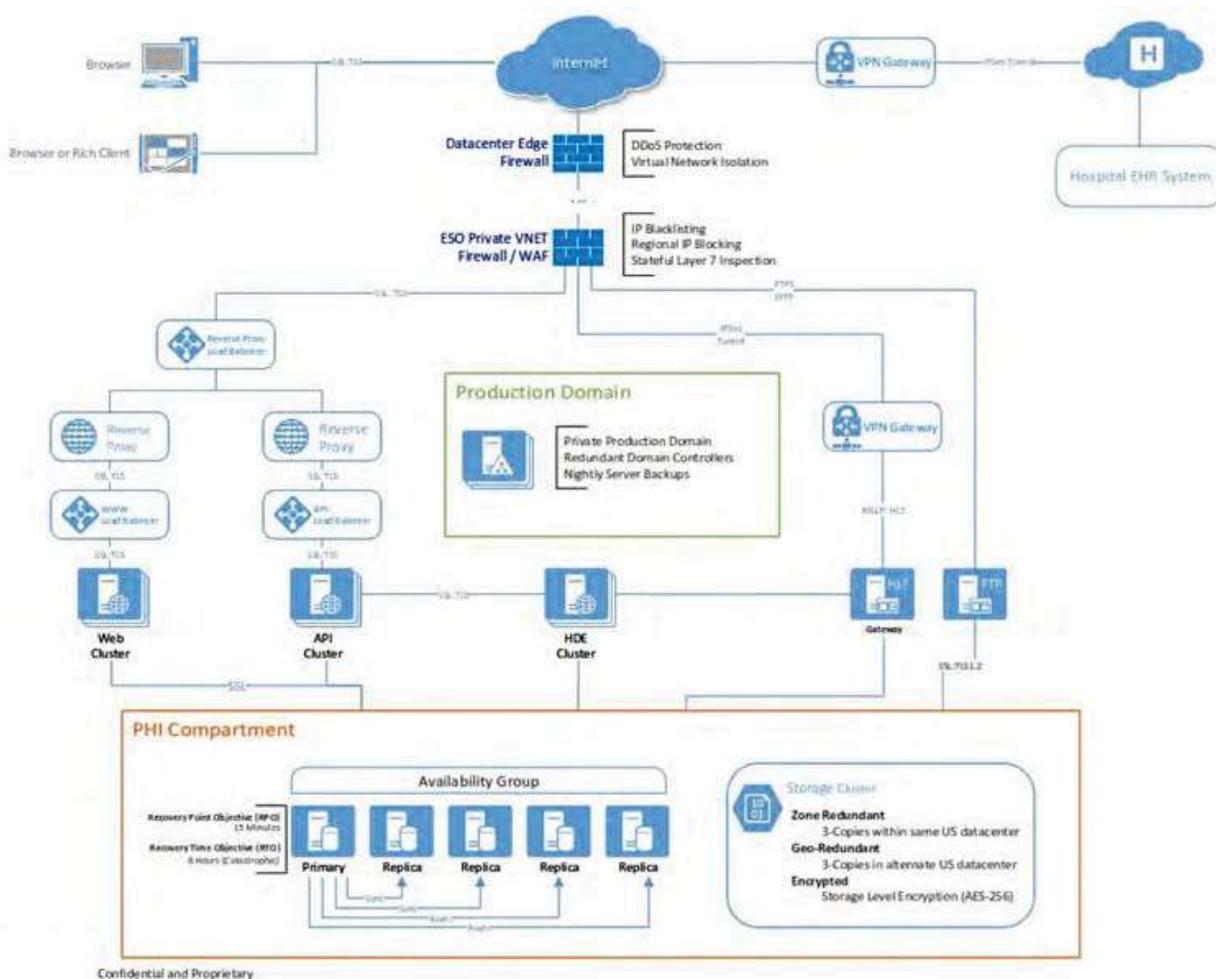
C. **Deliverables**

The following deliverables shall apply after County issues an NTP for any Excluded Agency. The Parties will determine the completion dates for each deliverable at kick-off.

Description	Outcome
Project Kick Off & Discovery	All parties finalize scope & go live requirements.
	Contractor Subject Matter Experts (SME) will provide System configuration recommendations.
Agency-Specific Environment Provisioning	Contractor creates Excluded Agency environment and activates System modules.
	Excluded Agency's information such as demographics, personnel, units, districts, and stations are added to the System by ORCAT and Excluded Agency administrators.
	Contractor provides ORCAT and Excluded Agency logins.
Component(s) Configuration and Setup	Subscription is configured for Excluded Agency. Excluded Agency administrators will do this configuration utilizing Excluded Agency's SME recommendations with Contractor guidance.
	ORCAT will modify the System stored procedure to include Excluded Agency.
	ORCAT will migrate all Excluded Agency data. NOTE: Migration will occur during multiple phases.
User Acceptance Testing & End User Training(s)	ESO will provide two power users (Train the trainer) training sessions on two days.
	Excluded Agency will sign off to confirm their users have been trained.
	Excluded Agency confirms a minimum of three calls for service are generated and display all required information.
	ORCAT and Excluded Agency administrators confirm the ability to utilize the configuration and administrative functions of the System.
Final Acceptance & Go Live	All stakeholders provide final sign off that all deliverables are completed, System is functioning as required, and project is complete.

D. Technical Overview

Contractor has committed to adhering to the following data flow diagram to meet security standards:



E. Responsibilities

Onboarding Activity	ORCAT and Agencies	Contractor
Project Management & Communication	S	R
Data Gathering & Discovery Sessions	R	S
ESO Environment Creation	X	R
Product(s) Configuration	R	S
Agency Administrator Training	S	R

Technical Interface Build	S	R
Environment Sign Off	R	S
End User Training(s)	R	R
Product(s) Go Live(s)	S	R
Workflow Optimization	R	S
Historical Record Import	S	R

LEGEND: R = Full Responsible S= Supporting Role X = Not Responsible

F. Project Schedule

- **Project start date:** For the Existing Agencies: no later than 45 days after the Effective Date of the Agreement; for the Excluded Agencies: no later than 45 days after the date of the NTP for the Excluded Agency.
- **Project completion date:** For the Existing Agencies: Within 120 days after the Effective Date of the Agreement; for the Excluded Agency: within 90 days after project start date.

The following is a sample project schedule (customized schedule will be developed by the Parties at kick-off):

Phase	Task	Est. Customer Hours	Est. ESO Hours	Weeks														
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	
Kick Off & Discovery	Review Data Requirements (Imports & Interfaces)	5	5	█	█													
	Complete ESO Set Up Workbook			█	█													
	Establish CAD Contacts & Scope			█	█	█												
Set Up Configuration	Creation of ESO Environment	50	45															
	Activation of Modules (based on bundle purchase)																	
	Agency Specific Configurations																	
	Data Import Discovery & Clean Up																	
	Interface Installation & Testing																	
	Product Specific Build & Configuration																	
End User Training & Testing	Data Import/Migration & Validation	45	40															
	End User Training (s)																	
	Adjust environment configuration as needed																	
	Additional training sessions - specific to purchase																	
	Final Preparations for Go Live - Customer Sign Off																	
GO LIVE	GO LIVE	0	0															
Post Go Live	Historical Data Import/Migration (NEMSIS, NIFRS, OTHER)	15	10															

Tasks highlights in YELLOW may require additional time (i.e. data clean up or coordination with Dispatch for CAD interface); this will impact Go Live date
Timeline of importing an agency's compliant NEMSIS/NIFRS historical records will vary by vendor

4. Managerial Approach

Contractor will ensure that the persons responsible for Contractor’s performance of the Services 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 will 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 shall not be responsible for any additional costs associated with a change in Key Personnel.

The Key Personnel shall be as follows:

- Project Manager
- Fire Incidents Coordinator
- CAD Integration Specialist
- Training Specialist
 - One training specialist to support the project.
 - One training specialist assigned for End-User Training

Contractor will provide the names and contact information for the Key Personnel at the kick-off meeting.

5. Communication & Reports

A. Meetings/Communication

Communicate What	Purpose	Frequency / Duration	Communication Method	Owner
Kick-off meeting	Communicate plans and stakeholder roles/responsibilities Encourage communication	Once	Microsoft Teams	ESO Project Manager
Weekly status meeting	Provide project updates and task assignments	Weekly	Microsoft Teams	ESO Project Manager
Meeting minutes	Document meeting proceedings and decisions within OneNote	After each meeting	Email	ESO Project Manager

- ORCAT and Contractor’s implementation team will communicate regularly, and as needed from project initiation to completion. Communication will not take place during established County holidays. Communication during planned vacations and other exceptions will be handled by alternate contacts.

6. Final Acceptance Test Criteria

For each Excluded Agency, County will conduct Final Acceptance testing after Go-Live and upon written notice by Contractor that the System and all related Services are complete, and the System is ready for Final Acceptance testing. Use and access of the System shall not constitute Final Acceptance testing but shall be part of Final Acceptance, as well as thorough inspection of

the System. County will issue Final Acceptance only upon successful completion of all Final Acceptance test criteria stated below. Contractor will provide standard support to County during Final Acceptance testing for quality assurance and successful completion of Final Acceptance testing. Contractor will be notified of any defect found during Final Acceptance testing and Contractor will correct the defect(s) except to the extent immaterial to the performance of the System and notify County, after which County will perform re-testing of the defect.

No.	Description	Final Acceptance Test Criteria
1.	Agency Competency	3 Calls for Service will be generated via Motorola PremierOne CAD. Agency will verify that the following information is displayed in their ESO Fire Incidents Module: <ul style="list-style-type: none"> • Incident Number • Incident Date • Incident Type (aka Call Nature code) • Incident Dispatch Code • Address • Latitude • Longitude • PSAP Received • Dispatch Notified • Alarm Time • Arrival Time • Last Unit Cleared • Assigned Unit/Apparatus
2.	GIS Integration	Products fully interface with County’s GIS technology, including Esri products.
3.	Technical Requirements	Products, Services, and System meet or exceed the technical requirements stated in the Agreement or any applicable exhibits.
4.	Administrator Competency	Agency administrators have been trained to demonstrate proficiency in software administration tasks.

7. Optional Services

A. Additional Products and Support and Maintenance

County may from time-to-time purchase from Contractor any additional products, including without limitation software licenses or subscriptions, firmware, equipment, modules, and/or support and maintenance. If and to the extent County so elects to purchase such Optional Services via a purchase order or a Work Authorization (with an accompanying Statement of Work, if applicable), as County determines appropriate, the price for additional products or services shall be agreed upon by the Parties, subject to any applicable not-to-exceed amounts otherwise set forth in this Agreement.

B. Professional Services

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

**Exhibit B
Payment Schedule**

The rates specified below shall be in effect for the Term the, unless otherwise expressly stated below. Any work, goods, or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

County and Existing Agencies:

Subscription Start Date (i.e., commencement of Year 1 of the Initial Term): Effective Date of the Agreement

Year 1 Annual Subscription Fee (inclusive of Support and Maintenance Services)

County and Existing Agencies	Annual Subscription Fee	Set Up Fee (one-time fee)	Training / Travel	Total
County (ORCAT)	\$695.00	N/A	N/A	\$695.00
Broward Sheriff's Office Fire Rescue	\$23,495.00	N/A	N/A	\$23,495.00
City of Lauderdale	\$4,676.87	N/A	N/A	\$4,676.87
City of Margate	\$4,912.36	N/A	N/A	\$4,912.36
Oakland Park Fire Rescue	\$3,383.55	N/A	N/A	\$3,383.55
City of Pembroke Pines	\$5,764.14	N/A	N/A	\$5,764.14
Hollywood Fire Rescue	\$5,694.80	N/A	N/A	\$5,694.80
Miramar Fire Rescue	\$3,007.86	N/A	N/A	\$3,007.86
Pompano Beach Fire Rescue	\$6,323.70	N/A	N/A	\$6,323.70
Tamarac Fire Rescue	\$3,424.00	N/A	N/A	\$3,424.00
Davie Fire Rescue	\$7,643.63	N/A	N/A	\$7,643.63
Total:				\$69,020.91

The above-listed Existing Agencies subtotal for Year 1 in the amount of \$69,020.91, which includes County and all Existing Agencies, will be invoiced on or after the Subscription Start date. For subsequent annual periods, the Annual Subscription Fees are invoiced annually in advance on the anniversary of the Subscription Start Date. After Year 1, Contractor may, no more than once annually, increase the Annual Subscription Fees stated above by up to three percent (3%) provided that Contractor provides written notice to County of any such increase not less than sixty (60) calendar days prior to the next anniversary of the Subscription Start Date.

The Year 1 Annual Subscription Fee includes all Subscription Fees for County and for Existing Agencies for the entire period of Year 1. For any subscription fee paid by Existing Agencies under a separate agreement for any portion of Year 1, Contractor shall credit the pro rata portion (i.e., any time period between the Effective Date and end of Year 1) to the applicable Existing Agency

and shall provide documentation to County demonstrating the amounts and the actual payment of the credited amounts.

Excluded Agencies:

Subscription Start Date for each Excluded Agency: Effective Date of the Notice to Proceed for that Excluded Agency.

Year 1* Annual Subscription Fee (inclusive of Support and Maintenance Services) and Set Up Fees

Agency	Annual Subscription Fee	Annual Fire CAD Integration	Set Up Fee (One-Time & Training Fees) Training / Travel	Total
Lighthouse Point Fire Rescue	\$1,295.00	\$558.00	\$595.00	\$2,648.00
North Lauderdale Fire Rescue	\$3,995.00	\$1,198.00	\$595.00	\$5,788.00
Fort Lauderdale	\$21,675.00	\$6,095.00	\$1785.00	\$29,555.00
Sunrise Fire Rescue	\$3,995.00	\$2,998.00	\$1785.00	\$13,778.00
City of Plantation	\$12,995.00	N/A	\$1,190.00	\$14,185.00
Coral Springs Fire Department	\$8,095.00	N/A	N/A	\$8,095.00
City of Coconut Creek	\$3,833.57	N/A	N/A	\$3,833.57
Seminole Tribe of Florida	\$3,900.41	\$2,544.90	N/A	\$6,445.31
Total:				\$84,327.88

*The pricing listed above is fixed for two years after the Effective Date (“Pricing Term”). If the date of the NTP for implementation of an Excluded Agency occurs prior to expiration of the Pricing Term, Contractor shall provide updated pricing at an additional 15% discount off the prices listed above. If the date of the NTP for implementation of an Excluded Agency occurs after the Pricing Term, the Subscription Fee shall be Contractor’s then current pricing for the System.

Upon Notice to Proceed for each Excluded Agency, Contractor shall invoice County the applicable Set Up Fee stated above, and 50% of the pro rata portion of the applicable Annual Subscription Fee stated above for that Excluded Agency and if applicable, 50% of the pro rata portion of the applicable Annual Fire CAD Integration fee (calculated based on the remainder of the applicable annual period for which contract year the Notice to Proceed was given). Upon County’s written confirmation of Final Acceptance for the applicable Excluded Agency, Contractor shall invoice the remaining 50% of the Annual Subscription Fee and if applicable, the remaining 50% of the Annual Fire CAD Integration fee. For subsequent years, the total Annual Subscription Fee and if applicable, the Annual Fire CAD Integration fee shall be invoiced by Contractor to County for the applicable Excluded Agency in accordance with the existing invoicing schedule for County and Existing Agencies. After Year 1 for the applicable Excluded Agency, Contractor may, no more than

once annually, increase the applicable annual Subscription Fees by up to three percent (3%) provided that Contractor provides written notice to County of any such increase not less than sixty (60) calendar days prior to the next anniversary of the Subscription Start Date for the Excluded Agency.

Pricing for Optional Services or Additional Subscriptions or Modules:

- Health Data Exchange (HDE) - Bidirectional data exchange for ESO EHR customer with participating hospitals, including access to individual outcome data in ESO’s Outcome Portal and access to aggregated outcome data dashboards and reports in ESO Insights.
- Monitor Integration - Interface to integrate cardiac monitor data into EHR mobile and web applications.
- Billing Interface - Extract to send EHR data to users third party billing software using standard XML output.
- Fax – Enables faxing of patient care records to destination facilities for EHR.
- Handtevy Integration – Import of standard data set entered in the Handtevy application into ESO EHR.
- Electronic Health Record (EHR)/EHR CAD - Patient care reporting suite, includes EHR web and mobile client, Quality Management, AdHoc Reports, Analytics, Patient Tracker.
- Inspections - Schedule, manage, execute and finalize inspections as well as reschedule any required follow up inspections.
- Properties – Stores property and occupant history (presence of chemicals and tanks, Incidents, and previous inspections).
- Hydrants - Inventory and document testing and status of hydrants.
- Activities - Application for tracking non-response activities, including Operations and Community Risk Reduction and Daily Log.
- Personnel Management - Includes tracking of Training classes, certifications, credentials, immunization records. Integrated with ESO EHR and Ad Hoc Reporting.
- Inventory - Web-based inventory management software for Fire and EMS or EMS.
- Checklist - Web-based apparatus checklist for Fire and EMS.
- Asset - Web-based asset management for Fire and EMS.
- Scheduling - Online scheduling, messaging and detailed reporting.

Agency	HDE	Monitor Integration	Billing Interface	Fax	Handtevy Integration
Broward Sheriff’s Office	\$1300.65	\$1,648.65	-	\$4,698.03	\$995.00
City of Lauderhill	\$995.00	\$1,501.27	\$921.62	\$1,125.00	\$795.00
City of Margate	\$995.00	\$950.04	\$568.11	\$1,800.00	\$795.00
City of Oakland Park	\$525.15	\$918.39	-	\$539.97	\$595.00

Agency	HDE	Monitor Integration	Billing Interface	Fax	Handtevy Integration
City of Pembroke Pines	-	\$1,457.54	\$894.78	\$1,800.00	\$795.00
Hollywood Fire Rescue	\$2,500.00	\$1,749.06	-	\$2,700.00	\$918.37
Miramar Fire Rescue	\$1,030.00	\$995.00	\$595.00	\$900.00	\$595.00
Pompano Beach	\$499.23	\$1,911.27	-	\$2,723.13	\$995.00
Tamarac Fire Rescue	\$1,055.60	\$844.48	-	\$900.00	\$595.00
Town of Davie	\$1,055.60	\$1,055.60	\$631.24	\$1,350.00	\$795.00
Fort Lauderdale	\$1,495.00	\$1,895.00	\$995.00	\$5,400.00	\$995.00
Lighthouse Point	\$495.00	\$675.76	\$395.00	\$98.31	\$395.00
North Lauderdale	\$995.00	\$995.00	\$595.00	\$450.00	\$595.00
Sunrise	\$995.00	\$1,295.00	\$5,959.00	\$1,125.00	\$795.00
City of Plantation	\$995.04	\$1,126.64	-	\$565.50	\$795.00
Coral Springs	\$1,087.27	\$1,165.50	\$715.50	\$1,012.50	\$795.00
Coconut Creek	\$995.00	\$1,161.16	\$694.36	\$682.69	\$595.00
Seminole Tribe	\$546.53	\$1,098.56	\$656.93	\$496.83	\$595.00
TOTAL	\$17,560.07	\$22,443.92	\$13,621.54	\$28,366.96	\$13,433.37

Agency	EHR/EHR CAD	Inspections	Properties	Hydrants	Activities
Broward Sheriff's Office	\$62,626.95	\$31,998.00	\$38,397.00	\$19,199.00	\$25,598.00
City of Lauderhill	\$23,747.72	\$4,498.00	\$5,397.00	\$2,699.00	\$1,059.94
City of Margate	\$13,066.57	\$2,498.00	\$2,997.00	\$1,499.00	\$1,995.00
City of Oakland Park	\$12,631.01	\$2,498.00	\$2,997.00	\$1,499.00	\$767.35
City of	\$31,835.01	\$4,998.00	\$5,997.00	\$2,999.00	\$3,998.00

Agency	EHR/EHR CAD	Inspections	Properties	Hydrants	Activities
Pembroke Pines					
Hollywood Fire Rescue	\$35,244.11	\$7,288.00	\$8,745.00	\$4,373.00	\$5,830.00
Miramar Fire Rescue	\$18,973.00	\$3,498.00	\$4,197.00	\$2,099.00	\$2,798.00
Pompano Beach	\$38,512.24	\$2,844.16	\$2,491.13	\$3,899.00	\$5,198.00
Tamarac Fire Rescue	\$14,585.26	\$3,498.00	\$4,197.00	\$2,099.00	\$2,798.00
Town of Davie	\$18,231.57	\$3,498.00	\$4,197.00	\$2,099.00	\$2,798.00
Fort Lauderdale	\$78,784.00	\$12,113.00	\$14,535.00	\$7,268.00	\$ 9,690.00
Lighthouse Point	\$4,067.24	\$748.00	\$557.13	\$449.00	\$598.00
North Lauderdale	\$12,104.00	\$1,998.00	\$2,397.00	\$1,199.00	\$1,598.00
Sunrise	\$22,234.00	\$4,498.00	\$5,397.00	\$2,699.00	\$3,598.00
City of Plantation	\$17,821.92	\$6,498.00	\$7,797.00	\$3,899.00	\$5,198.00
Coral Springs	\$18,436.50	\$6,498.00	\$7,797.00	\$3,899.00	\$5,198.00
Coconut Creek	\$15,970.27	\$6,498.00	\$7,797.00	\$3,899.00	\$5,198.00
Seminole Tribe	\$10,164.51	\$1,597.90	\$1,527.33	\$1,360.94	\$963.58
TOTAL	\$449,035.88	\$107,565.06	\$119,619.59	\$67,136.94	\$84,881.87

Agency	Personnel Management	Inventory	Checklist	Asset	Scheduling
Broward Sheriff's Office	\$11,995.00	\$49,995.00	\$31,997.00	\$39,996.00	\$31,995.00
City of Lauderhill	\$3,945.00	\$6,298.00	\$4,031.00	\$5,038.00	\$7,395.00
City of Margate	\$3,195.00	\$3,695.00	\$2,365.00	\$2,956.00	\$4,995.00
City of Oakland Park	\$2,345.00	\$3,695.00	\$2,365.00	\$2,956.00	\$3,895.00
City of Pembroke Pines	\$5,595.00	\$7,395.00	\$4,733.00	\$5,916.00	\$9,995.00
Hollywood Fire	\$7,145.00	\$12,995.00	\$8,317.00	\$10,396.00	\$15,995.00

Agency	Personnel Management	Inventory	Checklist	Asset	Scheduling
Rescue					
Miramar Fire Rescue	\$4,545.00	\$5,095.00	\$3,261.00	\$4,076.00	\$7,395.00
Pompano Beach	\$6,295.00	\$8,495.00	\$5,437.00	\$6,796.00	\$12,995.00
Tamarac Fire Rescue	\$3,945.00	\$5,095.00	\$3,261.00	\$4,076.00	\$7,395.00
Town of Davie	\$4,995.00	\$5,095.00	\$3,261.00	\$4,076.00	\$9,995.00
Fort Lauderdale	\$10,295.00	\$15,895.00	\$10,173.00	\$12,716.00	\$24,995.00
Lighthouse Point	\$1,495.00	\$1,295.00	\$829.00	\$1,036.00	\$1,395.00
North Lauderdale	\$1,495.00	\$3,195.00	\$2,045.00	\$2,556.00	\$2,795.00
Sunrise	\$4,995.00	\$6,298.00	\$4,031.00	\$5,038.00	\$9,995.00
City of Plantation	\$4,607.53	\$8,495.00	\$5,437.00	\$6,796.00	\$8,495.00
Coral Springs	\$8,145.00	\$8,495.00	\$5,437.00	\$6,796.00	\$9,995.00
Coconut Creek	\$3,195.00	\$8,495.00	\$5,437.00	\$6,796.00	\$2,695.00
Seminole Tribe	\$3,918.91	\$3,695.00	\$1,374.58	\$2,754.68	\$3,995.00
TOTAL	\$92,146.44	\$163,716.00	\$103,791.58	\$130,770.68	\$172,415.00

Description	Unit/Term	Invoicing	Fee
Professional Services	Hourly	As stated in the applicable Work Authorization	\$150/hour
Training (in person)	3 Days	As stated in the applicable Work Authorization	\$4,335/3 day
Training (virtual)	Live Webinar/recording	As stated in the applicable Work Authorization	\$595/session

Any travel expenses or fees incurred by Contractor under this Agreement shall be the sole responsibility of Contractor, unless otherwise expressly stated in this Agreement or applicable Work Authorization.

Exhibit C Security Requirements

1. Definitions

1.1. County Confidential Information means any County Data that includes employee information, financial information, protected health information, or personally identifiable information for individuals or entities interacting with County (including, without limitation, social security numbers, an individual's biometrics and geolocation, birth dates, banking and financial information, and other information deemed exempt or confidential under state or federal law or applicable regulatory body, including without limitation Section 501.171, Florida Statutes).

1.2. County Data means the data and information (including text, pictures, sound, graphics, video and other data) relating to County or its employees or subcontractors and any third parties, or made available or provided by County or its subcontractors and any third parties 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 the Contractor's services, whether or not electronically retained, and regardless of the retention media.

1.1. All other capitalized terms not expressly defined within this exhibit shall 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).

2. County Network Access

2.1. County Network 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:

2.1.1. comply at all times with all applicable County access and security standards, regulatory requirements, 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;

2.1.2. 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;

2.1.3. provide privacy and cybersecurity training to its employees with access to County's network upon hire and at least once annually; and

2.1.4. 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:

2.1.5. utilize secure, strictly-controlled industry standards for encryption (e.g., Virtual Private Networks, Multi-Factor Authentication (MFA), passphrases), and safeguard County Data that resides in or transits through Contractor's internal network from unauthorized access and disclosure;

2.1.6. utilize only connections that are under Contractor's complete control or under the complete control of a person or entity authorized in advance by County in writing; unencrypted third-party public WiFi networks are not permitted to be used to connect to County's network;

2.1.7. utilize only equipment that contains antivirus protection software with current signatures, a currently supported and fully patched operating system, firmware, and third-party applications that are configured for least privileged access;

2.1.8. 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

2.1.9. activate remote access from Contractor and its approved Subcontractors into the County 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 the 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).

3. Data and Privacy

Data and Privacy. To the extent applicable to the Services being provided by Contractor under the Agreement, Contractor shall comply with all applicable data and privacy laws and regulations, including without limitation Florida Statutes Section 501.171 and Chapter 119, and shall ensure that County Data processed, transmitted, or stored by Contractor or in Contractor's system is not transmitted or stored outside the United States. Contractor shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification or cybersecurity incident information (as defined by Florida Statutes Sections 501.171, 817.568, or 817.5685, or Chapter 119, 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 shall ensure that all hard drives or other storage

devices and media that contained County Data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

4. Cybersecurity Incidents

Cybersecurity Incidents. Contractor shall report any cybersecurity incident or random incident (as those terms are defined in Section 282.0041, Florida Statutes) impacting or relating to County Data (including but not limited to servers or fail-over servers) to County, including the details required by Section 282.3185(5)(a), in sufficient time to reasonably permit County to timely comply with any required reporting under Section 282.3185(b) and no later than twenty-four (24) hours after becoming aware of such breach (or such shorter time period as may be required under applicable law), unless an extension is granted by County's CIO. Contractor shall 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 shall fully cooperate with County on incident response, forensics, and investigations into Contractor's infrastructure as it relates to any County Data or County applications.

5. Managed or Professional Services

5.1. Managed or Professional Services. To the extent applicable to the Services being provided by Contractor under the Agreement:

5.1.1. Contractor shall ensure adequate background checks have been performed on any personnel having access to County Confidential Information. Contractor shall not knowingly allow convicted felons or other persons deemed by Contractor to be a security risk to access County Confidential Data. Contractor shall 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 the County network.

5.1.2. Contractor shall 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.

5.1.3. Contractor shall ensure the use of any open source or third-party software or hardware does not undermine the security posture of the Contractor or County.

6. System and Organization Controls (SOC) Report

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, including at least the Security Trust Service Principle, 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 or substitute documentation is accepted in writing by the County's CIO or designee.

7. Software Installed in County's Network

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

7.1.1. advise County of all versions of any third-party software (e.g., Java, Adobe Reader) to be installed and support updates for critical and high-risk vulnerabilities discovered in applicable third-party or open source software;

7.1.2. 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;

7.1.3. develop and maintain the Software to operate on County-supported and approved operating systems and firmware versions;

7.1.4. mitigate critical and 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, and medium-risk vulnerabilities within 60 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;

7.1.5. 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;

7.1.6. ensure software connectivity to database systems can be configured to integrate with Active Directory (AD);

7.1.7. 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;

7.1.8. support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards, whichever is higher, for County Confidential Data at rest and use transport layer security (TLS) 1.2 or current industry standards, whichever is higher, for data in motion; and

7.1.9. 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).

8. Equipment Leased or Purchased from Contractor

8.1. 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:

8.1.1. 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;

8.1.2. 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;

8.1.3. shall 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 risk vulnerability, and within sixty (60) days after identification of a medium risk vulnerability and notify County of proposed mitigation steps taken;

8.1.4. develop and maintain Equipment to interface with County-supported and approved operating systems and firmware versions;

8.1.5. 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);

8.1.6. 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;

8.1.7. (for OEMs only) support electronic delivery of digitally signed upgrades of any applicable Equipment firmware from Contractor's or the OEM's website; and

8.1.8. (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).

9. Payment Card Industry (PCI) Compliance

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

9.1.1. 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;

9.1.2. maintain PCI DSS compliance for the duration of the Agreement;

9.1.3. 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);

9.1.4. 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;

9.1.5. follow Open Web Application Security Project (OWASP) for secure coding and transmission of cardholder data only to the extent Contractor provides a payment application;

9.1.6. 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;

9.1.7. 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

9.1.8. maintain all inbound and outbound connections to County's CDE using Transport Layer Security (TLS) 1.2 or current industry standard, whichever is higher.

10. Application Development Services

Application Development Services. To the extent applicable to the Services being provided by Contractor under the Agreement, Contractor shall develop, implement, and comply with industry-standard secure coding best practices as outlined by the 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 the County's established application development policies, process, procedures,

practices and standards. Upon request by County, Contractor shall 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 the County.

Exhibit D Support and Maintenance Minimum Standards

Subject to Contractor's Support Services Terms attached hereto as Attachment 1, Contractor shall provide County with Support and Maintenance so as to ensure and maintain proper 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 in keeping with the required response times stated in Attachment 1;
- 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 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 commercially reasonable efforts to maintain the proper 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; and
- 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, 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. 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.

Attachment 1
Contractor's Support Services

1. **DEFINITIONS.** Capitalized terms not defined below shall have the same meaning as in the Agreement.
 - 1.1. "Enhancement" means a modification, addition, or new release of the Subscription that when added to the Subscription, materially changes its utility, efficiency, functional capability or application.
 - 1.2. "E-mail Support" means ability to make requests for technical support assistance by e-mail at any time concerning the use of the then-current release of Subscription.
 - 1.3. "Error" means an error in the Subscription, which significantly degrades performance of such Subscription as compared to ESO's then-published Documentation.
 - 1.4. "Error Correction" means the use of reasonable commercial efforts to correct Errors.
 - 1.5. "Fix" means the repair or replacement of object code for the Subscription or Documentation to remedy an Error.
 - 1.6. "Initial Response" means the first contact by a Support Representative after the incident has been logged and a ticket generated. This may include an automated email response depending on when the incident is first communicated.
 - 1.7. "Management Escalation" means, if the initial Workaround or Fix does not resolve the Error, notification of management that such Error(s) have been reported and of steps being taken to correct such Error(s).
 - 1.8. "Severity 1 Error" means an Error which renders the Subscription completely inoperative (e.g., a user cannot access the Subscription due to unscheduled downtime or an outage).
 - 1.9. "Severity 2 Error" means an Error in which Subscription is still operable; however, one or more significant features or functionality are unavailable (e.g., a User cannot access a core component of the Subscription).
 - 1.10. "Severity 3 Error" means any other error that does not prevent a User from accessing a significant feature of the Subscription (e.g., User is experiencing latency in reports).
 - 1.11. "Severity 4 Error" means any error related to Documentation or a County Enhancement request.
 - 1.12. "Status Update" means if the initial Workaround or Fix cannot resolve the Error, notification of the County regarding the progress of the Workaround or Fix.
 - 1.13. "Online Support" means information available through ESO's website (www.eso.com), including frequently asked questions and bug reporting via Live Chat.
 - 1.14. "Support Representative" shall be ESO employee(s) or agent(s) designated to receive Error notifications from County.
 - 1.15. "Update" means an update or revision to Software, typically for Error Correction.

1.16. “Upgrade” means a new version or release of Subscription or a particular component of Subscription, which improves the functionality, or which adds functional capabilities to the Subscription and is not included in an Update. Upgrades may include Enhancements.

1.17. “Workaround” means a change in the procedures followed or data supplied by County to avoid an Error without substantially impairing County’s use of the Subscription.

2. SUPPORT SERVICES.

2.1. Each Agency (as defined in the Statement of Work) or County as applicable will provide at least one administrative employee (the “Administrator” or “Administrators”) who will handle all requests for first-level support from the Agency’s or County’s (as applicable) employees with respect to the Subscription. Such support is intended to be the “front line” for support and information about the Subscription to s users. Contractor will provide training, documentation, and materials to the applicable Administrator to enable the Administrator to provide technical support to County’s users. The applicable Administrator will notify a Support Representative of any Errors that the applicable Administrator cannot resolve and assist Contractor in information gathering.

2.2. Contractor will provide Support Services consisting of (a) Error Correction(s); (b) Enhancements, Updates and Upgrades that Contractor, in its discretion, makes generally available to its customers without additional charge; and (c) E-mail Support, telephone support, and Online Support. Contractor may use multiple forms of communication for purposes of submitting periodic status reports to County, including but not limited to, messages in the Subscription, messages appearing upon login to the Subscription or other means of broadcasting Status Update(s) to multiple customers affected by the same Error, such as a customer portal.

2.3. Contractor’s support desk will be staffed with competent technical consultants who are trained in and thoroughly familiar with the Subscription and with County’s or the Agency’s applicable configuration. Telephone support and all communications will be delivered in intelligible English.

2.4. Normal business hours for Contractor’s support desk are Monday through Friday 7:00 am to 7:00 pm CT. County will receive a call back from a Support Representative after-hours for a Severity 1 Error within thirty minutes of reporting the Error.

2.5. Contractor will provide responses to a technology and/or security assessment of reasonable detail (a “Tech Assessment”) upon request prior to (or in connection with) implementation and once annually thereafter.

ERROR PRIORITY LEVELS. County will report all Errors to Contractor via Contractor’s Support Request Form link ([New Case Form - ESO](#)) or by telephone (866-766-9471, option #3). Contractor shall exercise commercially reasonable efforts to correct any Error reported by County in accordance with the priority level reasonably assigned to such Error by Contractor.

2.6. Severity 1 Error. Contractor shall (i) commence Error Correction promptly; (ii) provide an Initial Response within thirty (30) minutes (iii) initiate Management Escalation promptly; and (iv)

provide County with a target resolution time of four (4) hours. Contractor shall provide hourly Status Updates to County until the Error is resolved.

2.7. Severity 2 Error. Contractor shall (i) commence Error Correction promptly; (ii) provide an Initial Response within one (1) hour; (iii) initiate Management Escalation within 8 hours if unresolved; and (iv) provide County with a target response time of eight (8) hours. Contractor shall provide hourly Status Updates to County until the Error is resolved.

2.8. Severity 3 Error. Contractor shall (i) commence Error Correction promptly; (ii) provide an Initial Response within three business days; and (iii) provide County with a Status Update within seven calendar days if Contractor cannot resolve the Error within seven calendar days.

2.9. Severity 4 Error. ESO shall provide an Initial Response within seven calendar days.

2.10. If Contractor fails to meet any of the response times stated above, County may immediately terminate this Agreement for cause.

3. **CONSULTING SERVICES**. If Contractor reasonably believes that a problem reported by County is not due to an Error in the Subscription, Contractor will so notify County. At that time, County may request Contractor to proceed with a root cause analysis at Contractor's sole expense.

4. **EXCLUSIONS**.

4.1. Contractor shall have no obligation to perform Error Corrections or otherwise provide support for: (i) repairs, maintenance, or modifications to the Subscription performed by County (if permitted); (ii) County's misapplication or unauthorized use of the Subscription; (iii) altered or damaged Software not caused by ESO; (iv) any third-party software; or (v) hardware issues.

4.2. Contractor shall have no liability for any changes in County's hardware or software systems that may be necessary to use the Software due to a Workaround or Fix.

4.3. Contractor is not required to perform any Error Correction unless Contractor or County can replicate such Error on its own software and hardware or through remote access to County's software and hardware.

4.4. County is solely responsible for its selection of hardware, and Contractor shall not be responsible the performance of such hardware even if Contractor makes recommendations regarding the same.

MISCELLANEOUS. The Parties acknowledge that from time-to-time Contractor may update its support processes specifically addressed in this Attachment and may do so by posting such updates to Contractor's website or otherwise notifying County of such updates. County will accept updates to Contractor's support procedures and any other terms in this Attachment; provided however, that they do not materially decrease the level of Support Services that County will receive from Contractor. THESE TERMS AND CONDITIONS DO NOT CONSTITUTE A PRODUCT WARRANTY. THIS ATTACHMENT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.

Exhibit E Minimum Insurance Requirements

Project: Fire Records Management System (FRMS)
Agency: Regional Emergency Services and Communications

TYPE OF INSURANCE	ADDL INSR	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence = Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project = Policy = Loc. = Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <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	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence = Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Required if the vendor comes on-site to provide services.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$100,000	
<input checked="" type="checkbox"/> CYBER LIABILITY	N/A		Each Claim:	\$2,000,000	
			*Maximum Deductible:	\$100,000	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) / TECHNOLOGY ERRORS AND OMISSION	N/A		Each Claim:	\$1,000,000	\$2,000,000
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> CRIME / EMPLOYEE DISHONESTY			Each Claim:		
Description of Operations: Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract or work.					

CERTIFICATE HOLDER:
Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Digitally signed by
COLLEEN A.
POUNALL
Date: 2024.03.13
13:28:05 -04'00'

Risk Management Division

**Exhibit F
Work Authorization**

Agreement: [Title, Date, Contract Number]

Work Authorization No. _____

This Work Authorization is between Broward County and Contractor pursuant to 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 Optional Services 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 required to be provided under this Work Authorization.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Work Authorization No. ____, effective as of the date the last party signs this Work Authorization No. ____.

County

Broward County, by and through
its _____

By: _____
Title

____ day of _____, 202__

Contract Administrator

By: _____
(Date)

Project Manager

By: _____
(Date)

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

By _____
Attorney's Name (Date)
Senior/Assistant County Attorney

Contractor

By: _____
Authorized Signer

Print Name and Title

____ day of _____, 20__

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 standards 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 the Contractor's services, whether or not electronically retained, and regardless of the retention media.

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 and Multi-Factor Authentication (MFA). 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. Contractor will provide its ISP which includes the following::

- 2.1.1.1. Evaluating security alerts and vulnerabilities;
- 2.1.1.2. Installing security patches and service packs;
- 2.1.1.3. Intrusion detection, incident response, and incident escalation/investigation;
- 2.1.1.4. Access and authorization procedures and resetting access controls (e.g., password policy);
- 2.1.1.5. Risk analysis and assessment procedures;
- 2.1.1.6. User access and termination procedures;
- 2.1.1.7. Security log review;
- 2.1.1.8. Physical facility access controls; and
- 2.1.1.9. Change control procedures.

2.1.2. 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.

2.1.3. If a new or unanticipated material vulnerability to the Contractor Platform is discovered by either County or Contractor, or if existing technical controls have ceased to function properly, the discovering party shall immediately notify the other party.

2.1.4. 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.

2.1.5. 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, including

at least the Security Trust Service Principle, unless the County's Chief Information Officer in their 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 standard 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. Contractor shall utilize industry standard security measures to safeguard against unauthorized access to the Contractor Platform.

2.2.3. 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. 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. Upon request, provide a letter attesting that Contractor performed the penetration testing and findings, if any, were remediated.

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

2.5. Incident Response

2.5.1. Contractor shall report any cybersecurity incident or random incident (as those terms are defined in Section 282.0041, Florida Statutes) impacting or relating to County Data (including but not limited to servers or fail-over servers) to County, including the details required by Section 282.3185(5)(a), in sufficient time to reasonably permit County to timely comply with any required reporting under Section 282.3185(b) and no later than twenty-four (24) hours after becoming aware of such breach (or such shorter time period as may be required under applicable law), unless an extension is granted by County's CIO. Contractor shall 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 shall fully cooperate with County on incident response, forensics, and investigations into Contractor's infrastructure as it relates to any County Data or County applications.

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 cybersecurity incidents. To the extent not available through the Contractor Platform, and 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. County may, at its sole discretion, terminate all access to the Contractor Platform as to users accessing the Contractor Platform on behalf of County.

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 employee information, financial information, 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 applicable encryption key. To the extent applicable, 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 without County's prior written consent except as otherwise provided in the Agreement. 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. Contractor shall not modify or alter County Data (other than modifications strictly necessary to upload County Data to the Contractor Platform) without County's prior written consent. 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.

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 the Contractor performed vulnerability scans of authenticated and unauthenticated operating systems/networks, web applications, database applications, and the Contractor Platform;

3.1.2. Provide Contractor's architecture documents as currently maintained by Contractor, cybersecurity policies and procedures (redacted, if necessary), and general network security controls documentation such as firewalls, Intrusion Detection System ("IDS").

3.2. Contractor shall provide County with the ability to generate: account reports consisting of the account holder's name and application access rights; account management reports showing new users, access rights changes, and account termination with the associated time stamp information; and 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. 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.).

3.3. Upon County's request, Contractor shall make available to County proof of Contractor's compliance with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations 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 non-routine 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. If procured by County, Contractor shall provide 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 mutually agreed fee.

Specifically, and without limiting the foregoing, Contractor shall:

- 5.1.1. Promptly provide the Transferee with all nonproprietary information needed to perform the Disentanglement;
- 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. Refrain from transferring, reassigning, or otherwise redeploying any of Contractor's personnel during the Disentanglement period to the extent such action materially impedes the 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.
- 5.1.6. Deliver to Transferee all current, nonproprietary documentation and data related to County-owned assets and infrastructure; 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 utilizing a high-availability (HA) design. 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. Using a tiered design, Contractor shall ensure that all database servers are protected behind a second set of internal firewalls. Contractor shall restrict inbound and outbound traffic to County's network to "deny all, permit by exception" configuration.

6.1.2. 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. Disaster Recovery

6.2.1. 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 twenty-four (24) hours and a Recovery Point Objective ("RPO") of a maximum of eight (8) hours from the incident. 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.

6.3. County Data.

6.3.1. Contractor shall make any County Data available to County upon request as soon as reasonably practical in any format, including without limitation .CSV file, or in another format as may be mutually agreed by County and Contractor.

7. Service Availability

7.1. System Availability

7.1.1. To the extent applicable, 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.

7.1.2. Contractor guarantees that the Network Uptime (as defined herein) will be 99 % of Prime Time (defined as County business days from 7 a.m. – 7 p.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 firewalls, 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 documented 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.

7.1.3. 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 three 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. Contractor shall provide advance notice of all changes that are expected to take more than four (4) hours to implement or are likely to impact user workflow.

7.1.4. Upon request by County, 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) = __%).

7.1.5.

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 average response time of the platform from the server remains between 200 millisecond and one second. 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. Contractor will retain all County-related database records regardless of number or size.

7.2.3. 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.

7.2.4. 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 retain a complete current set of encrypted backups for County's System, including County Data, with a retention period of at least 30 days, at a remote, off-site 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.

7.3. Performance Monitoring and Hosting Capacity Increases

If requested by County, Contractor shall provide reasonable reporting metrics of the Contractor Platform to County which shall include, to the extent applicable or available: 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.

If 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.

Exhibit H
Business Associate Agreement

This Business Associate Agreement (“BAA”) is between the undersigned entity (“Business Associate”) and Broward County, Florida (“County”).

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 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:

ARTICLE 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 C.F.R. Parts 160, 162, 164, and 42 U.S.C. § 17921.

1.2 “HIPAA Laws” means collectively HIPAA, ARRA, HITECH, 42 C.F.R. Part 2 (if applicable), and the related regulations and amendments.

1.3 “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.

1.4 “Master Agreement” means the written, executed agreement between County and the Business Associate, if any, that involves the use or disclosure of PHI and that is identified on the signature page below or to which this document is an exhibit.

1.5 When the term “PHI” is used in this BAA, it includes electronic Protected Health Information (also known as “EPHI”).

ARTICLE 2. Effective Dates

This BAA shall become effective on the earliest of the following (“Effective Date”): (a) the effective date of the Master Agreement; (b) the date this BAA is executed by the Parties; or (c) the date Business Associate begins to receive PHI for purposes of this BAA.

ARTICLE 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, this BAA also constitutes a Qualified Service Organization Agreement, and County and Business Associate are required to comply with 42 C.F.R. Part 2 with respect to patient identifying information concerning substance use disorder treatment. Accordingly, information obtained by Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services shall be maintained and used only for the purposes intended under this BAA and in conformity with all applicable provisions of 42 C.F.R. Part 2. If necessary, Business Associate will resist any efforts in judicial proceedings to obtain access to PHI except as permitted by 42 C.F.R. Part 2.

ARTICLE 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, the Master Agreement or as required by law. Business Associate may:

a. Use and disclose PHI only as necessary to perform its obligations or as permitted under the Master Agreement or this BAA, 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 related to the operations of County; and
- e. Deidentify any and all PHI created or received by Business Associate under the Master Agreement or this BAA, provided that the deidentification 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 or 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 after County's request to comply with 45 C.F.R. § 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 C.F.R. § 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 such disclosures of PHI and maintain 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 C.F.R. § 164.528. Further, Business Associate shall provide to County an accounting of all disclosures 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 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 C.F.R. § 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 of any Unsecured PHI (collectively and individually, a "Breach") within twenty-four (24) hours after Business Associate discovering such Breach. "Unsecured PHI" refers to such County 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 is 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 report 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, if known, and the date of the discovery of the Breach;
- c. A description of the types of Unsecured PHI that were 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 and 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(s) impacted by the Breach should take to protect themselves 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 by electronic mail.
- 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.

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 4.10 through 4.12 (as applicable) were 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 Subject to the limitation of liability in the Master Agreement, Business Associate shall pay the costs of providing all notification(s) required by Sections 4.12 through 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 effects that are known to Business Associate regarding 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 effects of such Breach known to Business Associate. Subject to the limitation of liability in the Master Agreement, 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. The mitigation described in this section shall be in addition to, and not in lieu of, any other remedy County may have for the Breach, including, but not limited to, indemnification and any action for damages available to County under contract or at law or in equity.

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.

4.22 The requirement to comply with the Notification of Breach and Mitigation of Breach sections of this BAA shall survive the expiration or earlier termination of this BAA.

Available Books and Records

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 Business Associate's compliance with HIPAA Laws.

ARTICLE 5. Obligations of County

5.1 County shall notify Business Associate of any limitations in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitations 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 C.F.R. § 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.

ARTICLE 6. Term and Termination

6.1 This BAA shall be effective upon the Effective Date, and shall terminate upon the later of (a) expiration or earlier termination of the Master Agreement, or (b) return or destruction of all PHI within the possession or control of the Business Associate as a result of the Master Agreement or this BAA.

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 Master 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 Master Agreement, Business Associate agrees, at County's option, to return to County or destroy all PHI gathered, created, received, or processed pursuant to the Master Agreement or this BAA. No PHI related to the Master Agreement or this BAA 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.

ARTICLE 7. Miscellaneous

7.1 Amendment. County and Business Associate shall cooperate to take any action 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.

7.3 Florida Electronic Health Records Exchange Act. If Business Associate is a healthcare provider, as that term is used in Section 408.051(2), Florida Statutes, Business Associate shall comply with the requirements of the Florida Electronic Health Records Exchange Act (“FEHREA”), Section 408.051, Florida Statutes. The requirement to comply with this provision and FEHREA shall survive the expiration or earlier termination of this BAA.

7.4 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.

7.5 Standard Agreement Terms and Conditions. If a Master Agreement exists between County and Business Associate, then the terms of the Master Agreement are expressly incorporated herein. If no such Master Agreement exists between County and Business Associate, then the following portions of the Broward County Standard Agreement Form (BCF 101), available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>, are hereby adopted and incorporated as if fully set forth herein:

- a. Article 6;
- b. Article 7;
- c. Article 9;
- d. Article 11, with Business Associate’s contact information listed in the signature pages incorporated in the “Notices” Section, and incorporating the following contact information for County in the “Public Records” and the “Notices” Sections: Averill Dorsett, Broward County Privacy Officer, 115 S. Andrews Avenue, Fort Lauderdale, Florida 33301 (945) 357-6503, adorsett@broward.org.

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