



**TECHNOLOGY PRODUCTS AGREEMENT
BETWEEN BROWARD COUNTY AND GLOBAL VISION TECHNOLOGIES, INC.**

This Technology Products Agreement (“Agreement”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and Global Vision Technologies, Inc., a Missouri corporation authorized to transact business in Florida (“Contractor”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. County issued a competitive solicitation, HSD Direct Services Application, TEC 2118952P1, for goods and services for a new Human Services Management System.

B. Contractor was the highest-ranked vendor responding to the solicitation and proceeded to negotiations with County, and the results of those negotiations are set forth in this Agreement.

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

ARTICLE 1. DEFINITIONS

- 1.1. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2. **Business hours or business day** means 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.
- 1.3. **Contract Administrator** means the Director of the Human Services Division, or such other person designated by same in writing.
- 1.4. **County Business Enterprise or CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.
- 1.5. **Documentation** means all manuals, user documentation, specifications, and other related materials pertaining to the Software that Contractor customarily furnishes to licensees of the Software or purchasers of the services covered by this Agreement.
- 1.6. **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.
- 1.7. **Hosted Service** means any subscription-based, hosted (cloud or on-site), or on-demand solution provided to County by Contractor, as further described in Exhibit A.
- 1.8. **License Fee or Subscription Fee** means the fee associated with granting County use of the Software or Hosted Service as outlined in Exhibit B (Payment Schedule).

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

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

1.11. **Purchasing Director** means County's Director of Purchasing as appointed by the Broward County Administrator.

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

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

1.14. **Subcontractor** means an entity or individual providing services to County through Contractor for all or any portion of the work under this Agreement. The term "Subcontractor" shall include all subconsultants.

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

1.16. **System** means the turnkey 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 work identified in this Agreement 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. Software and Subscriptions Rights.

3.2.1. Software License. Contractor grants to County a perpetual, royalty-free, nonexclusive license to the Software, with no geographical limitations, for the number of users stated in Exhibit A (if none is stated, then an unlimited number of users), including to any embedded third-party software within the Software. This license is granted solely for County purposes, including on and off-site access, and for the benefit of and use by all agencies within County, including the offices of the County constitutional officers. The Software rights granted to County in this Agreement shall not require or otherwise be contingent upon the continuance of Support and Maintenance.

3.2.2. Subscription Rights. Contractor grants to County a royalty-free, nonexclusive right to use the Hosted Service for the duration of this Agreement, with no geographical limitations, for the number of users stated in Exhibit A (if none is stated, then for an unlimited number of users), including the right to use any third-party software or technology embedded in or otherwise required to operate or allow access to the Hosted Service. This right to use is granted solely for County purposes, including on- and off-site access, and for the benefit of and use by all agencies within the County, including the offices of the County constitutional officers.

3.2.3. Authorized Users and Additional Licenses. Unless otherwise stated in Exhibit A (Statement of Work), County and any of its employees, agents, contractors, suppliers, and other third parties authorized by County may concurrently operate and use the Products for County purposes. If anything less than unlimited, concurrent use is expressly provided under this Agreement and additional licenses or users are requested by County, the Purchasing Director is authorized to execute a Work Authorization (in the form of Exhibit F) to purchase additional licenses or users for the fee specified in Exhibit B.

3.2.4. Permitted Hardware and Environments. Unless otherwise stated in Exhibit A, County may install, use, and operate the Software, and access the Hosted Service, on any hardware. County may, at no additional cost: (a) install, use, and operate the Products on separate servers and in any and all development, test, failover, disaster recovery, and backup environments or configurations; (b) if required by reason of an emergency, disaster, or operational need, or for testing of recovery resources, temporarily use the Products on recovery resources, including recovery resources that may not be owned by County; (c) copy the Software for backup and archiving purposes for the purposes of support or maintenance by County or others hired by County to provide such support or maintenance; and (d) utilize a hosted

environment, including without limitation through a third-party hosting provider, for any permitted uses of the Software.

3.2.5. Prohibited Uses. Except as otherwise provided in this Agreement or required under Florida law, County shall not reproduce, publish, or license the Software or Hosted Service to others. County shall not modify, reverse engineer, disassemble, or decompile the Software or the Hosted Service, or any portion thereof, except (a) to the extent expressly authorized in Exhibit A, in which event such authorized actions shall be deemed within the license grant of Section 3.2, or (b) to the extent permitted under any applicable open source license.

3.3. Hosting. All costs to County for the Hosted Service to be provided under this Agreement are included within the Subscription Fee and/or the Support and Maintenance Fee listed on the Payment Schedule (Exhibit B) and will be provided at no additional cost to County, unless otherwise expressly stated in Exhibit B. Contractor, the Hosted Service, and the System 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 his or her designee.

3.4. Support and Maintenance. For so long as requested by County and for all Products other than the Hosted Service, Contractor shall provide County with Support and Maintenance for the Products and the System as set forth in Exhibit D. Contractor shall provide County with Support and Maintenance for the Hosted Service so long as County pays the Subscription Fee for the Hosted Service stated in Exhibit B. Support and Maintenance shall be invoiced and paid in accordance with the Payment Schedule set forth in Exhibit B, except that for the first year following Final Acceptance, all Support and Maintenance for Software and Equipment is included at no cost to County. County may elect to discontinue or recommence Support and Maintenance for some or all Products upon thirty (30) days prior written notice, and County shall only be obligated to pay for the time periods actually covered by Support and Maintenance at the rates stated in Exhibit B.

3.5. Updates, Upgrades, and Releases. For the duration of this Agreement, Contractor 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 license or subscription granted under this Agreement. Installation or implementation of any such update, upgrade, or release in the County's environment requires prior written authorization by the Contract Administrator.

3.6. Compatibility. For the duration of this Agreement, Contractor will ensure the continued compatibility of the Products with all major releases, updates, or upgrades of any third-party software used by County for access or operation of the System, including without limitation Active Directory (AD) and Geographic Information System Mapping (GIS). In the event Contractor is not be able to support any third-party software update, upgrade, or new release that changes

major functionality and is not backwards compatible with the Products, Contractor shall use all reasonable efforts to resolve such issues and to provide optimal functionality of the Software or the Hosted Service in accordance with this Agreement. If Contractor is unable to provide continued optimal functionality of the Products in accordance with this Agreement due to any third-party software release, update, or upgrade, County shall be entitled to a refund of any Support and Maintenance fees 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 Products, and thereafter shall promptly provide any updated Documentation as it becomes available during the term of this Agreement. Contractor represents and warrants that the Documentation is sufficiently comprehensive and of sufficient quality to enable a competent user to operate the Products efficiently and in accordance with Exhibit A. County has the right to copy, reproduce, modify, and create derivative works utilizing the Documentation as County deems necessary provided such activities are solely for the purpose of use of the Products as permitted under this Agreement.

3.8. Optional Services. Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Agreement except as expressly set forth in this Agreement or, to the extent applicable, set forth in the Broward County Procurement Code. If any goods or services under this Agreement, or the quantity thereof, are identified as optional ("Optional Services"), County may select the type, amount, and timing of such goods or 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. No such selection, when combined with those goods or services required under this Agreement, may 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 for Optional Services shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total cost to County in the aggregate is less than \$50,000.00; (b) the Purchasing Director may execute Work Authorizations for which the total cost to County in the aggregate is within the Purchasing Director's delegated authority; and (c) any Work Authorization above the Purchasing Director's delegated authority requires express approval by the Board. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Contractor shall not commence work on any Work Authorization until after receipt of a purchase order and Notice to Proceed.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall end five (5) years after the Effective Date ("Initial Term").

4.2. Extensions. County may renew this Agreement for up to five (5) additional one (1) year terms (each an "Extension Term") by sending notice of renewal to Contractor at least thirty (30)

days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise this renewal option.

4.3. Additional Extension. If unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an Extension Term not practicable, or if no extension is available and expiration of this Agreement would, as determined by the Purchasing Director, result in a gap in the provision of services necessary for the ongoing operations of County, then the Purchasing Director may extend this Agreement on the same terms and conditions for period(s) not to exceed three (3) months in the aggregate , provided that any such extension is within the authority of the Purchasing Director or otherwise authorized by the Board. The Purchasing Director may exercise this option by written notice to Contractor stating the duration of the extended period, at least thirty (30) days prior to the end of the then-current term.

4.4. Extension Rates and Terms. For any extension beyond the Initial Term, Contractor shall be compensated at the rates in effect when the extension was invoked by County, unless otherwise expressly stated in Exhibit B. Contractor shall continue to provide the Services upon the same terms and conditions as set forth in this Agreement for such extended period.

4.5. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

4.6. Timetable. If Contractor fails to achieve Final Acceptance within twenty (20) months from the Effective Date, County shall have the option to terminate the Agreement by written notice from its Contract Administrator, in which event all sums paid by County 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.

4.7. Time of the Essence. Unless otherwise agreed by the Parties in writing, all duties, obligations, and responsibilities of Contractor required by Exhibit A of this Agreement shall be completed no later than the dates stated in Exhibit A. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. COMPENSATION

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

Services/Goods	Term	Not-To-Exceed Amount
Software License Fees and Subscription Fees	Initial Term	\$260,000
Services and Support and Maintenance	Initial Term	\$450,000

Services/Goods	Term	Not-To-Exceed Amount
Support and Maintenance and Subscription Fees for Extension Terms	Each 1 year Extension Term	\$ 150,000 per Extension Term \$ 750,000 all Extension Terms
Reimbursable Expenses/travel expenses	Duration of Agreement	\$10,000
Optional Services (including additional professional services or other modules)	Duration of Agreement	\$100,000
TOTAL NOT TO EXCEED		\$1,570,000

Payment shall be made only for Services actually performed and completed pursuant to this Agreement, as set forth in Exhibit B (Payment Schedule), 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 work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor’s obligation to perform all Services. Unless and except to the extent expressly required in this Agreement, Contractor shall not be reimbursed for any expenses it incurs.

5.2. Method of Billing and Payment.

5.2.1. Contractor may submit invoices for compensation no more often than on a monthly basis, but only after the Services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. 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. Any invoice submitted by Contractor shall be in the amount set forth in Exhibit B for the applicable Services, minus any agreed upon retainage as stated in Exhibit B. Retainage amounts shall only be invoiced to County upon completion of all Services, unless otherwise stated in Exhibit B.

5.2.2. County shall pay Contractor within thirty (30) days of receipt of Contractor’s proper invoice, as required under the “Broward County Prompt Payment Ordinance,” Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement. Payment shall be made to Contractor at the address designated in the Notices section.

5.2.3. Contractor shall pay Subcontractors and suppliers within fifteen (15) days following receipt of payment from County for such subcontracted work or supplies. Contractor agrees that if it withholds an amount as retainage from Subcontractors or suppliers, it will release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection 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 subsection in its contracts with Subcontractors and suppliers.

5.3. Reimbursable Expenses. For reimbursement of any travel costs or travel-related expenses permitted under this Agreement, Contractor agrees to comply with Section 112.061, Florida Statutes, except to the extent that Exhibit B expressly provides to the contrary. County shall not be liable for any such expenses that exceed those allowed by Section 112.061 or that have not been approved in writing in advance by the Contract Administrator.

5.4. Subcontractors. Contractor shall invoice all Subcontractor fees, whether paid on a "lump sum" or other basis, to County with no markup. All Subcontractor fees shall be invoiced to County in the actual amount paid by Contractor.

5.5. Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator or Contractor's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

5.6. Fixed Pricing. Prices set forth in Exhibit B shall remain firm and fixed for the term of the Agreement, including any optional 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 seven (7) days after the Effective Date, make the Software and the Hosted Service 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. Acceptance Testing. Broward County Administrative Code Section 22.148 requires that all applicable software purchases be inspected and tested by the County, including verification by its Enterprise Technology Services ("ETS"), prior to final written acceptance of the software and software-related services. Within thirty (30) days following completion of each Phase, County shall conduct Preliminary Acceptance testing, and within thirty (30) days following

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 Final Acceptance testing, to determine whether the Phase or the System, as applicable: (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 "Preliminary Acceptance Criteria" for the applicable Phase, and the "Final Acceptance Criteria" for the System). In the event of a conflict between the Documentation and the acceptance criteria stated in the Statement of Work, the Statement of Work shall prevail. Final payment shall not be made to Contractor for the Phase or the System prior to the written confirmation by the County's Chief Information Officer or his or her designee that the Phase and System have successfully passed Preliminary Acceptance Criteria or the Final Acceptance Criteria, as applicable, and such written confirmation shall constitute "Preliminary Acceptance" or "Final Acceptance," as applicable.

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 Phase or 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 Phase or System so that Contractor may make any needed modifications or repairs. If Contractor so elects in writing, testing will cease until Contractor resubmits for Preliminary or 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 Preliminary Acceptance or Final Acceptance, or rejection of the Phase or 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 Phase or System, or any part thereof, County shall provide notice identifying the applicable criteria that the Phase or System failed to meet. Following such notice, Contractor shall have thirty (30) days to (a) modify, repair, or replace the Phase or System or any portion thereof, or (b) otherwise respond to County's notice. If Contractor modifies, repairs, or replaces the Phase or 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. In the event Contractor fails to remedy the reason(s) for County's rejection of the Phase or 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 Phase or System as it then exists or to reject the Software and terminate the Agreement or applicable Work Authorization. If County elects to reject the Phase or System and terminate the Agreement or applicable Work Authorization, all applicable 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 Phase or System as it then exists (partial acceptance), Contractor shall continue to use its best efforts to remedy the items identified in the applicable notice of rejection. If, despite such continuing best 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 Phase or System as mutually determined by the Parties. If the Parties cannot agree upon such value, County shall have the right to reject the Phase or System and terminate the Agreement or applicable Work Authorization on the terms stated above in this paragraph.

ARTICLE 7. CONFIDENTIAL INFORMATION, PROPRIETARY RIGHTS, SECURITY REQUIREMENTS

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

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, that are made or developed by Contractor in the course of the performance of the 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 state or federal law) also constitute “County Confidential Information.”

7.2.1. County Confidential Information may not, without the prior written consent of County, or as otherwise required by law, be used by Contractor or its employees, agents, subconsultants or suppliers for any purpose other than for the benefit of County pursuant to this Agreement. Neither Contractor nor its employees, agents, subconsultants, or suppliers may sell,

transfer, publish, disclose, display, license, or otherwise make available to any other person or entity any County Confidential Information without the prior written consent of County.

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 any federal, state, or local law by Contractor or its employees, agents, subconsultants 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 immediately turn over to County all County Confidential Information, in any form, tangible or intangible, possessed by Contractor or its employees, agents, subconsultants or suppliers.

7.3. Maintenance of Confidential Information. Each party shall advise its employees, agents, subconsultants, and suppliers who receive or otherwise have access to the other party's Confidential Information (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, subconsultants, and suppliers may use only in connection with the performance of this Agreement.

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 Hosted Service are the sole property of Contractor or third-party licensor. County shall not have any right, title, or interest to any such Software or Hosted Service except as expressly provided in this Agreement and shall take reasonable steps to secure and protect the Software and the Hosted Service 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 Florida Statutes Section 501.171, 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. Contractor shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 501.171, Section 817.568, or Section 817.5685, as amended) that Contractor may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If applicable and requested by County, Contractor 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.

7.7. 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 duration of the Agreement, unless otherwise expressly approved in writing by the County's Chief Information Officer or his or her 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.

7.8. Custom Work Products. To the extent this Agreement (including the Statement of Work, any subsequent Work Authorization, any amendment, or the procurement documents relating to this Agreement) identifies deliverables that constitute custom work products that Contractor is required to develop and furnish, the Parties agree that County shall own all rights, title, and interest in and to all such custom work products and that they shall be deemed to constitute "works made for hire" under the United States Copyright Act, 17 U.S.C. § 101. If, for any reason, any custom work product would not be considered a "work made for hire" under applicable law, Contractor hereby exclusively and irrevocably sells, assigns, and transfers to County all of Contractor's rights, title, and interest in and to such custom work product and in and to any copyright or copyright application(s) related thereto. Contractor agrees that neither it nor its agents shall use or disclose any custom work product except for County's benefit as required in connection with Contractor's performance under this Agreement, unless Contractor has obtained County's prior written consent to such use or disclosure. "Custom work product" shall not include any software, copyrighted material, or other proprietary material developed by Contractor or any third party prior to the Effective Date but shall include any modification(s) thereof developed pursuant to this Agreement. To the full extent applicable, Contractor shall provide County with the source code and object code for all custom work products upon Final Acceptance of the Software or System, or within thirty (30) calendar days after written request by the Contract Administrator, whichever occurs first.

7.9. 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 Hosted Service 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 full term of this Agreement, Contractor represents and warrants to County that the Products and System will perform substantially as described in the Documentation and in the Statement of Work (Exhibit A). This warranty does not cover any failure of the 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; or (c) County's provision of improperly formatted data to be processed through the System.

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.

8.4. ADA Compliance. Contractor represents and warrants that the Products and System are, and for the duration of the Agreement will remain, fully accessible and compliant with the American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations, and that the Products and System meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as may be adopted by the International Organization for Standardization. Upon request, Contractor will provide the County with any accessibility testing results and written documentation verifying accessibility, as well as promptly respond to and resolve accessibility complaints.

8.5. Intellectual Property Warranty. Contractor represents and warrants that at the time of entering into this Agreement, no claims have been asserted against Contractor (whether or not any action or proceeding has been brought) that allege that any part of the Products or System infringes or misappropriates any patent, copyright, mask copyright, or any trade secret or other intellectual or proprietary right of a third party, and that Contractor is unaware of any such potential claim. Contractor also agrees, represents and warrants that the Products, System, Services, and Support and Maintenance to be provided pursuant to this Agreement will not infringe or misappropriate any patent, copyright, mask copyright, or any trade secret or other intellectual or proprietary right of a third party.

8.6. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide the Services and Support and Maintenance under this Agreement, and that each person and entity that will provide Services or Support and Maintenance under this Agreement 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 and Support and Maintenance under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

8.7. Representation of Authority. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Contractor has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Contractor. Contractor further represents and warrants that execution of this Agreement is within Contractor's legal powers, and each individual executing this Agreement on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

8.8. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Agreement, unless otherwise expressly disclosed in writing by Contractor.

8.9. Contingency Fee. Contractor represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

8.10. Truth-In-Negotiation Representation. Contractor's compensation under this Agreement is based upon its representations to County, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including without limitation those made by Contractor during the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

8.11. Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

8.12. Discriminatory Vendor and Scrutinized Companies Lists. 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 Section 215.473, Florida Statutes.

Contractor represents and certifies that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

8.13. 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.

8.14. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, Contractor certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this Agreement. The contract language referenced in Section 16½-157 is deemed incorporated in this Agreement as though fully set forth in this section.

8.15. Breach of Representations. In entering into this Agreement, Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation, warranty, or certification is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to Contractor, to deduct from any amounts due Contractor under this Agreement the full amount of any value paid in violation of a representation or warranty, and to recover all sums paid to Contractor under this Agreement. Furthermore, a false representation may result in debarment from County's procurement activities.

8.16. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

ARTICLE 9. INDEMNIFICATION AND LIMITATION OF LIABILITY

9.1. Indemnification. Contractor shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person

or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, agents, or servants, 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 against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

9.2. Infringement Remedy. If any Software or portion of the Software is finally adjudged to infringe, or in Contractor's opinion is 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 Software; (ii) modify or replace the Software to make it 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 Software not specifically authorized in writing by Contractor.

9.3. Limitation of Liability. Neither Contractor nor County shall be liable to the other party for any damages under this Agreement that exceed the largest of the following amounts: (a) \$100,000; (b) twice the maximum compensation amount specified in Section 5.1; or (c) the amount of insurance Contractor is required to provide under Article 10. Neither party shall be liable for the other party's special, indirect, punitive, or consequential damages (including damages resulting from lost data or records other than costs incurred in the recovery thereof), even if the party has been advised that such damages are possible, or for the other party's lost profits, lost revenue, or lost institutional operating savings. These limitations of liability shall not apply to (i) any Claim resulting from Contractor's actual or alleged disclosure of County Confidential Information or resulting from an actual or alleged data breach in violation of applicable law, (ii) any Claim resulting from an actual or alleged infringement of any interest in any Product, or (iii) any indemnification obligation under this Agreement.

ARTICLE 10. INSURANCE

10.1. For the duration of the Agreement, 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, 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, certified 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 shall remain in full force and effect for the duration of this Agreement and until all performance required by 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). Contractor shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

10.5. Contractor shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval of such insurer by County's Risk Management Division.

10.6. If Contractor maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit E, County shall be entitled to any such broader coverage and higher limits maintained by Contractor. All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and 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. Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor agrees to obtain same in endorsements to the required policies.

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

10.9. Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the work 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.

10.10. In the event 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. Contractor shall not permit any Subcontractor to provide work under this Agreement unless and until the requirements of this article are satisfied. If requested by County, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this section.

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. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause is provided.

11.2. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

11.2.1. Contractor's failure to suitably or continuously perform any required work in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

11.2.2. By the Contract Administrator or the Director of Office of Economic and Small Business Development (“OESBD”) for any fraud, misrepresentation, or material misstatement by Contractor in the award or performance of this Agreement or that otherwise violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

11.2.3. 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 and such status was misrepresented by Contractor, or upon the disqualification of one or more of Contractor’s CBE participants by County’s Director of OESBD if any such participant’s status as a CBE firm was a factor in the award of this Agreement and such status was misrepresented by Contractor during the procurement or the performance of this Agreement.

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. If this Agreement is terminated for convenience by County, Contractor shall be paid for any work properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. Contractor acknowledges that it has received good, valuable, and sufficient consideration for County’s right to terminate this Agreement for convenience in the form of County’s obligation to provide advance notice to Contractor of such termination in accordance with Section 11.1.

11.5. In addition to any right of termination stated in this Agreement, County shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY AND CBE AND SBE COMPLIANCE

12.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Contractor shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

12.2. Contractor shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Contractor to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

12.3. Although no CBE goal has been set for this Agreement, County encourages Contractor to give full consideration to the use of CBE firms to perform work under this Agreement.

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

13.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created by Contractor in connection with performing Services 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 work. Upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of County and shall be delivered by Contractor to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to Contractor may be withheld until all documents are received as provided in this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

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

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

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 law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

13.3.4. Upon completion 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 applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS ROBIN FLOYD AT (954) 357-7895, RFLOYD@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 318, 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 its Subcontractors that are related to this Agreement. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order 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 or its Subcontractor shall make same available in written form at no cost to County.

Contractor and its Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. 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 or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

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

Contractor shall ensure that the requirements of this section are included in all agreements with its 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. Contractor shall not have the right to bind County to any obligation not expressly undertaken by County 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 any rules, regulation, laws, and ordinances 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 to be 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. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

13.8. Third-Party Beneficiaries. Neither Contractor nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

13.9. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, 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). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County Human Services Division
Attn: James Ellis, Project Manager
115 South Andrews Avenue, Room 318
Fort Lauderdale, Florida 33301
Email address: jellis@broward.org

FOR CONTRACTOR:

Global Vision Technologies, Inc.

Attn: April Freund

6614 Clayton Rd Suite 346

St. Louis, Missouri 63117

Email address: april.freund@globalvisiontech.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 subcontracting approved by County in advance, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section 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.

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 of this Agreement, none of Contractor's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of his or her expert opinion 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 court 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 of this Agreement. County'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 of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms 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 Services, and Support and Maintenance must comply with all applicable federal, state, and local laws, codes, ordinances,

rules, and regulations, including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

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 the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. 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 of the subsections of such section, 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.

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 of Articles 1 through 13 of this Agreement, the provisions contained in Articles 1 through 13 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. **BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS’ FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

13.19. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared

with the same or similar formality as this Agreement and executed 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 and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

13.21. HIPAA Compliance. County has access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Contractor is considered by County to be a covered entity or business associate or 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. Contractor agrees to be bound by the terms of the Business Associate Agreement attached hereto as Exhibit H, which is fully incorporated herein. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. 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 laws, 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 section, 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 its Subcontractors.

13.22. Payable Interest

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

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. Prevailing Wage Requirement. If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, Contractor as a result of this Agreement, Section 26-5, Broward County Code of Ordinances, shall be deemed to apply to such construction work.

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

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

13.27. Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has a drug-free workplace program that it will maintain such drug-free workplace program for the duration of this Agreement.

13.28. Living Wage Requirement. If Contractor is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Contractor agrees to and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as required by such ordinance, and Contractor shall fully comply with the requirements of such ordinance. Contractor shall ensure all of its Subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the ____ day of _____, 20__, and Contractor, signing by and through its President and CEO _____ duly authorized to execute same.

COUNTY

ATTEST:

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

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
_____ day of _____, 2021

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

By: Sara Cohen Digitally signed by Sara Cohen
Date: 2021.03.30 08:17:44
-04'00'
Sara F. Cohen (Date)
Assistant County Attorney

By:  Digitally signed by RENE D.
HARROD
Date: 2021.03.30 08:31:24 -04'00'
René D. Harrod (Date)
Deputy County Attorney

SC/RDH
Global Vision Technologies
03/19/2021

**TECHNOLOGY PRODUCTS AGREEMENT
BETWEEN BROWARD COUNTY AND GLOBAL VISION TECHNOLOGIES, INC.**

CONTRACTOR

WITNESSES:

GLOBAL VISION TECHNOLOGIES, INC.

Signature

Print Name of Witness above

Signature

Print Name of Witness above

By: **April Freund** Digitally signed by April Freund
Date: 2021.03.25 13:02:16
-05'00'

Authorized Signor

April Freund President and CEO

Print Name and Title

25 day of March, 2021

ATTEST:

Chris Freund Digitally signed by Chris Freund
Date: 2021.03.25 13:03:40 -05'00'

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

Exhibit A – Statement of Work

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

1. Project Request

Contractor will provide Broward County’s Human Services Department a new fully functional Contractor-hosted Human Services Management System (“HSMS” or “System”) to support contract critical business functions including administration, case management, assessments, care plans, and billing for the following three (3) County agencies: (1) Family Success Administration Divisions (FSAD), (2) Elderly and Veterans Services (EVSD), and (3) Crisis Intervention Services (CISD). The HSMS solution and System will be delivered over the internet and provided as a Software-as-a-Service (SaaS). Contractor will provide hosting services, implementation, training, and support and maintenance services for the System.

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

2. Services Description

A. Software.

Contractor will provide the following Software as a Service under this Agreement. All software listed below shall be maintained by Contractor as the most current version throughout the duration of the Agreement, unless otherwise approved by County’s Contract Administrator.

Software Suite, Version & Module	Quantity & Type of License	Describe Purpose, Functionality & Expected Operation of Software
FamCare Platform, Software Subscription version 15.0.0.1256, or latest	<ul style="list-style-type: none"> • Enterprise license • Unlimited number of concurrent users • Unlimited number of workstations 	Fully functional software application to support contract critical business functions including administration, case management, assessments, care plans, and billing
Billing/Cost Tracking Module	<ul style="list-style-type: none"> • Enterprise license • Unlimited number of concurrent users • Unlimited number of workstations 	Process and manage payments, invoices, billing, and data batching to third-party systems such as FL Medicaid, HMOs, and the Florida Department of Elder Affairs systems
Contract Management and Administration Module	<ul style="list-style-type: none"> • Enterprise license • Unlimited number of concurrent users • Unlimited number of workstations 	Administration and management of contracts/agreements with providers and reporting capabilities for contract utilization
Provider Portal Module	<ul style="list-style-type: none"> • Enterprise license • Unlimited number of concurrent users • Unlimited number of workstations 	Provides external providers with limited access to HSMS based on their role
Form and Workflow Building and Advanced	<ul style="list-style-type: none"> • Enterprise license • Unlimited number of concurrent users 	Custom electronic forms with field validation, electronic signatures, calculating fields, approval process and

Software Suite, Version & Module	Quantity & Type of License	Describe Purpose, Functionality & Expected Operation of Software
Analytics/KPI Module	<ul style="list-style-type: none"> Unlimited number of workstations 	export functions Customized workflows that include forms and approvals

B. System Modules

Contractor shall ensure that the System, including the following four (4) modules, will provide the following functionality:

Billing/Cost Tracking Module

Contractor will ensure this module will provide the following functionality:

- Process and manage payments, invoices, billing, and data batching to third-party systems (including, without limitation, FL Medicaid, HMOs, and the Florida Department of Elder Affairs systems).
- Interface with County’s financial system (PeopleSoft) to allow the following four (4) functions to occur:
 - The first interface function will allow designated County staff to select a vendor in HSMS from a list populated from PeopleSoft approved vendors for payment request.
 - The second interface function will allow HSMS to submit the payment request to PeopleSoft for accounting’s approval.
 - The third interface function will allow PeopleSoft to submit check number, check date, and check amount to HSMS.
 - The fourth interface function will allow PeopleSoft to transmit the date the check was cleared to HSMS.
- The System shall not accept, transmit, or process credit card transactions or cardholder information without prior written approval by County’s Chief Information Officer. Subject to the foregoing, the System shall ensure all credit card data storage, processing, transmission, and related services are fully PCI compliant and 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 Data Security Standard.

Contract Management and Administration Module

Contractor will ensure this module will provide the following functionality:

- Administration and management of contracts/agreements with providers.
- Reporting capabilities for contract utilization that allow County staff to search and filter by date range, service, service provider, and client for information, including but not limited to, a single service provider, units of service, cost per service, and units entered from fiscal year to date.
- Track and manage customers served prior to becoming a client (i.e. enrolled in a program), the type of services requested, screening process, requested service information, and referral assistance to other providers.
- Track visits/services including customer, staff, program, and location.

Provider Portal Module

Contractor will ensure this module will provide the following functionality:

- Ensure limited access to the HSMS to external providers based on their role.

- Ability to add and select specific service-related information as specified by County.

Form and Workflow Building and Advanced Analytics/KPI Module

Contractor will configure and develop the HSMS to meet County’s business requirements and ensure this module will provide the following functionality:

- Enable County users with the ability to perform future HSMS configuration changes.
- Develop custom electronic forms with field validation, electronic signatures, calculating fields, approval process and export functions.
- Configure forms with configuration changes such as changing labels, hiding fields, adding new fields, creating new forms and assessments.
- Enable County users with the ability to develop and configure future HSMS custom electronic forms and assessments.
- Perform configuration changes to set up workflow, based on County’s business requirements.
- Enable County users with the ability to perform future HSMS configuration changes to set up workflow.
- Creation of customized workflows that include forms and approvals for hard stops in the work-flow process.
- Enable County users with the ability to create future customized workflows.

C. Regulation Compliance

Contractor will ensure the HSMS performs in full compliance with all of the applicable regulations listed in Attachment A-1 – Regulation Compliance.

D. Third Party Software

Contractor will provide the following third-party Software as a Service under this Agreement, which Contractor represents is sufficient to enable the System to fully function for County users as intended under this Agreement:

Third Party Software provided by Contractor	Quantity & Type of License	Describe Purpose, Functionality & Expected Operation of Software
Remote Desktop Protocol (RDP), Microsoft Server latest version	3 user licenses	Direct Database Access for Broward IT within hosting/network with configuration so that Echo RDP servers may not map local drives back to the County network

Contractor will provide County with the Remote Desktop Protocol in Microsoft’s latest version and will perform configurations to attach to the cloud database for access to the SQL server reporting services (SSRS).

County will be solely responsible for establishing and maintaining a Twilio account and will be responsible for all relevant charges associated with sending and receiving text messages. Contractor will configure the County’s Twilio account and provide all services necessary to integrate the Twilio account with the System provided hereunder. Contractor will ensure configurations do not allow confidential data (Personal Health Information) to be texted.

3. Technical Approach

A. **Phases**. The Services will be provided in the following phases:

The Services will be provided in the following three (3) phases, with each phase consisting of the nine (9) activities as stated below:

Phase 1: Family Success Administration Division Implementation and Training

Phase 2: Elderly and Veterans Services Division Implementation and Training

Phase 3: Crisis Intervention Services Division Implementation and Training

Each phase shall commence upon issuance of a written Notice to Proceed for that phase by the Contract Administrator. At the discretion of County and with approval of the Contractor, phases may proceed simultaneously or be re-ordered. Implementation will occur in a phased approach to allow full implementation across multiple agencies. The duration for each phase is estimated at eighteen (18) weeks, but all phases shall be completed by no later than seventy-two (72) weeks (or 18 months) after the first Notice to Proceed by County.

For each phase, the following nine (9) activities will occur and are described further below:

Activity 1: Project initiation, project planning, and information gathering

Activity 2: Business requirements analysis of the legacy system

Activity 3: Develop an initial project plan

Activity 4: Coordinate and conduct testing team training

Activity 5: System setup and establish user roles and permissions

Activity 6: Design and Development of the HSMS

Activity 7: Data migration - Elderly and Veterans Services Division

Activity 8: Preliminary acceptance testing

Activity 9: Conduct end user training sessions

After each phase has received written preliminary acceptance by County, County shall conduct Final Acceptance testing of the entire System.

Activity 1: Project Initiation, Planning and Information Gathering

Contractor's team will work with County on-site and/or conduct various conference calls with County's project team to discuss project objectives and implementation agenda, discuss project scope details, assemble project team members, address technical requirements, gather all available and relevant documentation, access the legacy system, and coordinate any startup logistics. The information gathered during this phase will be used to develop the Project Plan. These activities are estimated to be completed within approximately thirty (30) days after the commencement of the phase.

Activity 2: Business Requirements Analysis of the Legacy System

Contractor's team will review the functional, data, and reporting capability of the legacy system, which entails a review of all existing user and system documentation. Contractor will review all data integration needs, including but not limited to sources, database type, and resources available to migrate legacy data. Contractor will work closely with County to determine where all data needs to go, the tables to populate, the fields to populate and how it all correlates, is normalized and cleansed.

Contractor will prepare a proposed Business Requirements document for the applicable agency for the Contract Administrator's review and approval that includes a proposed workflow, the frequency of data transmission, and the method of data transfer, including by performing:

1. Interviews to compare databases
2. Interviews to discuss how data rolls from one (1) system to another
3. Discussions around new field adds, new form adds, and data normalization
4. Interviews to discuss what actions are triggered by data being shared

County will review the proposed Business Requirements and identify any requested modifications. Contractor will incorporate County's requested modifications and resubmit to County until County written approval of the Business Requirements document is obtained. These activities are estimated to be completed within approximately thirty (30) days after the commencement of the phase.

Activity 3: Development of Initial Project Plan

Contractor will coordinate and conduct a kickoff review call to assess project requirements and create an initial Project Plan. During the kickoff review call, Contractor will:

- Review each statement of work task list
- Discuss questions and clarify requirements
- Identify gaps that separate the system as-is from the system to-be

County will review the proposed Project Plan and identify any modifications. Contractor will incorporate County's requested modifications and resubmit to County until County written approval of the Project Plan is obtained. This activity is estimated to be completed within approximately thirty (30) days after the commencement of the phase.

Activity 4: Testing Team Training Session(s)

Contractor will coordinate and conduct training to County's testing team on the testing procedures and scripts to perform preliminary testing of the HSMS. This remote training session will be conducted via webinar for up to eight (8) hours, as may be requested by County, for each Division, at a date and time agreed to by both parties to provide County's testing team with the familiarity of how the HSMS works so that preliminary testing can be performed effectively. Contractor will provide electronic copies of training materials, at least ten (10) days prior to the training session.

Activity 5: Setup System Environment and Establish User Roles and Permissions

Contractor will set up the System environment to provide users with a configurable HSMS solution that is scalable to meet the future needs of the County. Contractor will work with County's technical team for each phase to help configure the HSMS System for County's needs using the configure tools. Once configuration is completed and configurable options exhausted, Contractor will perform any custom development activities needed to address the County needs, as identified by each applicable County agency. The HSMS will function in real-time to manage information, procedural business rules, and other stored information, and will recognize and offer reporting of potential duplicate entries of customer and provider information. The HSMS will support a variety of input options including but not limited to keyboard input, barcode scanning, and data uploads from external sources. The HSMS will be operable by authorized users from desktop computers, laptops, tablets, and smartphones. Contractor will establish and setup all required user roles and permissions for County users and its external provider users, as directed by County. The System will provide County with the ability to add, edit, or delete users and/or permissions as needed after the initial setup by Contractor.

Activity 6: Design and Development of the HSMS

Contractor will conform the HSMS by performing design and development to customize the HSMS with the ability to layer simple or complex customizations, provide new data fields, new form development, new functionality and new workflows to meet County's needs. Contractor will work closely with County staff at each agency to identify the necessary requirements for design and development. Contractor will, in consultation with County's technical team, design and develop the System to address and meet the needs of each agency.

Activity 7: Data Migration (Elderly and Veterans Services Division Phase only)

At County's request and County's sole discretion and decision, Contractor will migrate any and all data as requested by County from County's legacy system at Elderly and Veterans Services Division, including database extraction, conversion, and preparation and loading. Contractor will ensure the data is transferred accurately and imported into the HSMS from the legacy system using an agreed upon format. Data import will be coordinated with County to minimize business operations impact. Imported data will be tested for import accuracy by Contractor and County.

Contractor will perform the following data migration activities:

- Load five (5) files into staging tables
- Build script for ten (10) data points to import Client_info_test data
 - Create records: Client, Client Passport, Relationship (for self), SecurityClientProvider
 - No mapping needed
- Build script for fourteen (14) datapoints to import Client_housing_info_test data
 - Work with County to identify which table(s) to populate, including populating address info on Client record and detailed housing history, as required
- Build script for nine (9) datapoints to import Client_Episodes_test data
 - Work with County to identify test data, including enrollment info, as required

- Build script for seven (7) datapoints to import Client_CaseNotes_test data, including complex large text fields, as required
 - Create CaseNoteDetail records
- Build script for fourteen (14) datapoints to import Client_Activities_test data
 - Work with County to identify which table(s) to populate, including complex large text fields, as required

Activity 8: Preliminary Acceptance testing

Preliminary Acceptance testing of the HSMS will utilize the Contractor-prepared draft test plan that has been approved by County as described further in Section 7 – Final Acceptance. Each agency will test the HSMS for Preliminary Acceptance. Contractor will assist County as needed during this activity.

Activity 9: Administrator, General, Master Certification Technical Training

Training will be coordinated and conducted by Contractor as described in Section 5 – Administrator, General, Master Certification Technical Training.

B. Cutover

Cutover activities of Contractor will be coordinated with County using an agreed upon process and date. Cutover will include the following activities by Contractor:

- Development/custom work will be performed on testing server. As each phase is complete and tested, custom functionality will be migrated to the production server.
- Each phase will go live independently, unless otherwise approved by County. The desired approach is to implement each phase, one at a time.
- Once each phase is live and implemented, a Final Acceptance Testing will be completed to confirm ready for full system Go-Live.
- Any data updates/new data cut over per each phase will be integrated to confirm final data set(s).
- 30-day post Go-Live review, with support from Contractor as necessary and/or requested by County.
- 60-day post Go-Live review, with support from Contractor as necessary and/or requested by County.

C. Interfaces/Integration

At a minimum, Contractor will ensure the HSMS integrates and interfaces with County's existing third-party solutions as described below. Interfaces and integrations provided by Contractor pursuant to this Agreement will be fully supported by Contractor (i.e., break/fix) at no additional cost to County until such time as the County IT is master certified and trained to manage the maintenance of such interfaces. Contractor shall configure the System such that County will have the ability to add, modify, or delete integrations or interfaces throughout the duration of the Agreement to ensure the HSMS meets the needs of its users.

Contractor will also provide the eight (8) interfaces detailed below, fully able to interface with other County applications as identified by County and as necessary for the full functionality of the System and achievement of the objectives of the Project, including without limitation batch uploads reflected in the table below and ability to conduct all Services required for full implementation of the HSMS. County will assist Contractor in identifying any additional interfaces needed to support County’s business operations.

3 rd Party Solution	Description	Required Implementation
State of Florida Juvenile Justice Information System (JJIS)	Integration with State’s Juvenile Criminal Justice System	Allow unidirectional import of information from JJIS to HSMS
PeopleSoft (PS)	Integration with County’s accounting & financial management system (PeopleSoft)	Allow bidirectional communication between HSMS and PeopleSoft to manage financial transactions
Kronos	Integration with County’s time and attendance application (Kronos)	Allow unidirectional communication between HSMS and Kronos to extract available working hours for staff
Florida Department of Elder Affairs (DOEA)	Ability to generate EDI 837/5010 format files to upload into the DOEA client management system. Ability to upload DOEA assessments into future DOEA consumer management systems	Allow unidirectional communication for EDI files which are batched into the DOEA client management system manually for claims and billing purposes
Florida Medicaid	Process billing information	Allow bidirectional communication for billing transactions submitted to Florida Medicaid programs and its contracted managed care organizations
Elavon	PCI compliant payment gateway	PCI compliant payment gateway services for the processing of payment transactions
Twilio	Texting services	Texting services to allow sending and receiving text messages
Google MAPS	GEO mapping	GEO mapping of client addresses/locations, providers, and other service providers within the

3 rd Party Solution	Description	Required Implementation
		FAMCare platform

In addition to the foregoing, modifications to any of the interfaces listed above, or additional interfaces and integrations not shown above, will be performed by Contractor at the request of County, and at no additional cost to County, up to the Additional Interface Allotment (as defined herein), which is an allotment of ten (10) professional services hours that Contractor will provide if and as requested by County to modify existing interfaces or provide additional interfaces. The cost for the Additional Interface Allotment is incorporated and included in the total System cost to County set forth in Exhibit B. Any work requested or required to modify interfaces above the Additional Interface Allotment shall be performed only pursuant to a separate estimate/quote and Work Authorization executed by the Parties specifying the details of the work and the cost.

D. Professional Services Allotment

In addition to the Services required under this SOW, Exhibit B includes an allotment of \$161,450 worth of additional professional services, plus any Rollover Hours (as defined below) (collectively, "Professional Services Allotment"), which shall be deployed at the request of the Contract Administrator only for work above and beyond the Services stated in this Statement of Work and which County may utilize on an as-needed basis at any time for additional services (such as consulting or other hourly services). If County elects to utilize some or all of the Professional Services Allotment for additional services, the Contract Administrator shall identify the work to be performed and Contractor shall provide an estimated number of hours for the completion of that work. Upon County issuance of a Notice to Proceed that specifically sets forth the tasks to be performed and the not-to-exceed number of Professional Services Allotment hours to be used, Contractor shall perform the work stated therein, which work shall be included in the Services provided under this Agreement. Any portion of the Professional Services Allotment not fully utilized by County prior to Final Acceptance may be deployed by County toward any Optional Services (as stated in Section 9 below) at any time during the duration of this Agreement. Any unutilized Professional Services Allotment at the expiration of this Agreement shall be lost with no credit due to County.

Any professional services or professional management hours not actually incurred by Contractor for delivery of the Services for Milestones 1 through 5 at the rates stated (i.e., the amount by which the actual hours incurred by Contractor for Services at the applicable resource rates is less than the not-to-exceed amount of \$225,000 for Implementation Services) ("Rollover Hours") shall automatically included as part of the Professional Services Allotment, which Rollover Hours amounts shall be in addition to the \$161,450 worth of professional services hours set forth above.

E. Required Features and Functionality of the System

General Features and Functionality

At a minimum, Contractor will ensure the HSMS provides all out-of-the-box functionality as

described in Contractor’s response to County’s Request for Proposal and/or as demonstrated by Contractor to County. Contractor will also provide the following features and functionalities described below. The System will provide County with the ability to add, modify, or delete features and/or functionality throughout the duration of the Agreement to ensure the HSMS meets the current and future needs of its users.

No.	Feature or Functionality	Description
1.	Information and Referral	Ability to develop, manage, and report on referrals provided to both designated contacts and clients, including customizable dropdown list of which agencies it may refer to or receive a referral from. County will have the ability to add, modify, or delete as needed.
2.	Care/Service Plans	Create customizable Care Plans with defined goals, outcomes, strengths, problem levels, barriers, and action steps. Can be assigned to any documented household member and there can be more than one, if applicable.
3.	Assessments	Customizable assessments providing a summary rating/score value and ability to batch and upload assessments to DOEA client management system. Assessment can be provided to more than one household member. eSignature functionality is required.
4.	Case Notes	Case notes accessibility based on user’s assigned role.
5.	Civil Justice Services	Ability to manage civil citations issued to juveniles based on eligibility criteria and program requirements.
6.	Request for Disbursement (RFD)	Automation of County’s Request for Disbursement process to allow processing of emergency assistance payments. Including, but not limited to, payment calculator, budget status and balance, property ownership verification and attachment to RFD, Vendor code search in PeopleSoft, prefilling of code in RFD and attachment. Fields will be editable until signatures have been applied. Then, ability to edit will be limited based on role.
7.	Reporting Services	Ability to generate customized intuitive reports and dashboards for analysis and performance measure results.
8.	Audit	Ability to generate access/transactions logs for auditing purposes.
9.	System Administration	Provide full access to user management, create customized reports, set business rules and triggers, set parameters, customize modules, and access to other administrative functions as needed.
10.	Eligibility Process	Ability to determine customer eligibility for certain services and benefits based on program requirements and procedure criteria. Creation of system generated ineligibility letters. The ability to create prescreening of contacts for services based on eligibility criteria.
11.	Personnel Activity	Ability to track staff time based on data entry and generate

No.	Feature or Functionality	Description
	Report (PAR)	reporting that calculates total time spent grouped by fund source and activity, billable vs. non-billable, direct vs. non-direct, and is filterable by staff on a weekly basis. The HSMS will interface with County Kronos application to determine available working hours.

F. Reporting Functionality

At a minimum, Contractor will ensure the System provides the following reporting functionality and complies with the requirements identified by County for each of the following reports as part of reporting capabilities for County users:

- Ad-hoc reporting
- Office of Management and Budget (OMB) measures
- Contact reporting to include demographic information, customer’s names, primary language, email address, dates of contact, staff contacted, time spent with contact, service (s) requested, referral(s) made, outcome
- All customer intakes and services information, filterable by date range
- Caseload reports filterable by location, program, staff, intake date, date of last recorded activity
- Demographics by any field (e.g., age, race, ethnicity, gender, marital status, education, zip code, city, commission district, household size, primary language, email address, etc.) by various fields including commission districts, zip code via graphical reporting as well as Microsoft Excel output
- Outcome indicators: from care plan, discharge status (successful vs. unsuccessful). Via graphical reporting as well as Microsoft Excel output
- Number of customers receiving case management services
- Number of customers served (unduplicated head count) by primary customer or by all household members, by funds, program, service (s), staff, zip code, commission district, demographic information by date range.
- Personnel Activity Reports (PAR)
- Reports by selected grant fields for specific time periods
- Staff billable time
- Staff direct service hours
- Staff productivity reports by program/service/activity, and by date range
- Unit production for each program/service/activity, by date range, staff name, etc.
- Units of service for review (by service, program, staff, unit type, customer’s name, customer’s ID number, assigned staff)
- Utilization reports for contracts, grants, programs, services/activities
- Year-to-date and annual reports by customer, contract, program, section, staff, funding
- Follow outcome reports

- Request for Disbursement (RFD) tracker report: customer's name, customer's ID number, service (assistance type), payment amounts, payee, customer's name, check issue date, check number, check cashed date via Microsoft Excel output
- Customer satisfaction survey report: by client name with the option for anonymous capability, staff's name, service (s), location, section/program, survey based on OMB's categories and questions via spreadsheet automation
- Average monthly service plan cost
- Percentage of customers deterred from institutional placement (derived from discharge summary)
- Percentage of customers receiving community care services who maintain a successful recovery and/or remain in the least restrictive environment.
- Number of customers served (unduplicated head count) by funder, program, activity, staff, zip code, commission district, demographic information by date range.
- Average monthly service/care/treatment plan cost per customer served; EVSD Consumer Directive Care (CDC) Stipend Program and Elder Housing First
- Dollar value of co-payments received.
- Unit Production for each program/service/activity, by date range, staff name, etc.
- Care plan reports
- Client co-payment reports, including invoiced v. receivables, past-due payments, etc.
- Utilization reports for contracts/grants/programs/services/activities
- Demographics by any field (e.g., age, race, ethnicity, gender, marital status, active dates, zip code, city, commission district, etc.)
- Ad-hoc reporting
- Staff productivity reports by program/service/activity, date range, supervisor, etc.
- Department of Elder Affairs (DOEA) Cash Advance and Contract Payment Request Form, PSA 10 Form 106C (to include formulas imbedded in report)
- DOEA receipts and unit cost report, PSA 10 Form 105A
- County invoice template for vendors
- Personnel Activity Reports (PAR)
- Daily Activity Logs (DALs)
- Graphical reporting representations of outcome indicators and demographical reports
- Duplicate data/fields report
- Number of customers receiving services that achieved stabilization
- Staff direct service hours
- Staff billable hours
- Reports on scheduled outcomes by program and/or by staff
- Submission exception report
- Units of service for review
- Random selection of clients according to selected dates
- Year-to-date and annual reports by customer, contract, program, provider, section, staff, and user.
- Reports by selected grant activity fields for time periods

- Customer applications submitted and awaiting outcome/resolution
- Customer applications submitted and funded
- Customer applications submitted but not funded
- All customer follow-ups due during the current month
- All customer registration and services information by date range
- Caseload reports filterable by program, staff and/or supervisor
- Citations report (open and closed, only open, open more than ninety (90) days)
- Assessments completed (case coordinator, monthly, quarterly, annually)
- Pending assessments (day count)
- Citations received (monthly, quarterly, and annually)
- Discharged case (month, quarter, annual)
- Courtesy supervision cases
- Services by referral type
- Provider service report
- Successful vs. unsuccessful (monthly & annually)
- Demographic reports (monthly & annually)
- Law enforcement report annual civil citation report
- Monthly report
- Restitution report (monthly and annually)
- Commissioner's report
- Cost savings report
- Recidivism
- Referrals (received or sent)
- Moral reconnection therapy (MRT) participation
- Successful vs. unsuccessful (monthly & annually)
- Demographic Reports (monthly & annually)
- Case Coordinator Active Case
- Program Discharge
- Youth Demographics
- Assessment Monthly Summary
- Citation Received
- Law Enforcement Agency
- Provider Report
- Citations Issued on School Grounds
- Re-offender
- Discharge
- Commissioner's Report
- Alerts
- Youth/Guardian Contact Information
- JPS Monthly
- JPS Recidivism

G. **Auditing Functionality**

Provider will ensure the HSMS provides auditing functionality, including the following:

- Perform full audit recording, indicating when a record was signed and if and when a record was altered or modified.
- Maintain a full audit trail of the change, who it was made by, the reason for the change, and the date and time of the change.
- Create a mass log report at a user's request.
- Maintain an "audit mode" tied to form specific information, built in that can be accessed by a client system administrator, at any time.
- Provide electronic signature capture and sign off allowing a form to be signed before saving, and includes a signature box where a user is required to sign a form with their password which could trigger the form to lock to keep it from being updated in the future without a supervisor's approval.
- Ensure a single sign on with a user ID and password does not suffice or meet the requirements of an electronic signature. A user has to indicate intent when signing something, and he/she has to re-enter the user ID/password to show awareness that he/she is executing a signature and give the meaning for the e-signature.
- Contain a full audit trail that contains the printed name of the signer, the date and time stamp, and whether the record was signed or just saved to comply with Part 11 §11.50, C.F.R. which states that signed e-records shall contain information associated with the signing.

H. **Security/Access**

Contractor will cooperate with County and provide all information that County may request to facilitate the determination of appropriate security and network access restrictions and verify Contractor compliance with County security standards.

Contractor will not have direct physical access to the County environment. No County accounts (or VPN) will be required. Contractor will access County network remotely using WebEx or Skype. County staff will provide Contractor with control of the screen to perform work during remote access. This remote access will be monitored by ETS staff. No confidential County data will be accessed by the Contractor.

I. **Final Acceptance Testing**

After the previous nine (9) activities have been completed for each phase and each phase has received written preliminary acceptance by County, Contractor will notify County that the HSMS is ready for Final Acceptance Testing. County will perform Final Acceptance utilizing the Final Acceptance Test Plan described further in Section 7 – Final Acceptance Test Plan. Final Acceptance Testing will only occur after each agency has deemed the system preliminarily accepted. Final Acceptance Testing will provide County with testing the System as a whole.

J. Roles/Access Limitations

County Staff System Security

Contractor will assist in configuring content security and configure authentication against supported Microsoft Active Directory. Contractor will work closely with County's infrastructure and security staff to ensure the System is configured appropriately and successfully and to address issues that may occur with topics including but not limited to firewalls, latency, active directory groups, testing security, and single sign-on.

Provider Portal System Security

Contractor will ensure the HSMS is secured via username/password that follows County standards for System security. HSMS will be configured to place users into groups based on their role at the agency or at the provider level and tied to form access. Reports will also follow the same security hierarchy. Contractor will establish different access levels to data forms including read access only, read/write/edit, unlimited, access, as specified by County.

Provider Portal Password Protocol

The System will require and comply with the County's password protocol for System security. Database fields will use custom encryption and will incorporate SSL certificates to encrypt transport from the user to the server.

Provider Portal Inactive User Timeout

Contractor will ensure the HSMS provides a built-in tool that can be set for varying degrees of timeout sessions, allowing the ability for each agency or external provider site to be set by County. The HSMS will provide two (2) types of timeouts that can be set: full and partial.

4. Managerial Approach & Communication

Contractor will ensure that the persons responsible for Contractor's performance of the Services under this Agreement and, to the extent applicable, identified below (collectively "Key Personnel") are appropriately trained and experienced and have adequate time and resources to perform in accordance with the terms of this Agreement. To the extent Contractor seeks or is required to make any change to the composition of the Key Personnel, Contractor will provide County with thirty (30) calendar days' advance written notice (or as much advance notice as is possible if thirty (30) calendar 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:

Contractor Participants:	Role	Email	Address/Phone
Steve Grover	VP Development	Steve.grover@globalvisiontech.com	6614 Clayton Road, Suite #346 St. Louis, MO 63117

Contractor Participants:	Role	Email	Address/Phone
			(314) 486-2656
Liz Lindenmeir	Project Manager	Liz.lindenmeir@globalvisiontech.com	6614 Clayton Road, Suite #346 St. Louis, MO 63117 (402) 216-4707
Sarah Leach	Billing Project Manager	Sarah.leach@globalvisiontech.com	6614 Clayton Road, Suite #346 St. Louis, MO 63117 (636) 288-4267

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

Remote Kickoff Meeting

Contractor and County will participate in an initial kickoff meeting at the commencement of the Project to review the Project plan and details of the work to be performed. The kickoff meeting will be attended remotely by Contractor’s Project Manager and County’s Project Manager and others, as requested by Contractor and County.

Weekly Progress Meetings

County and Contractor will conduct weekly progress meetings at a frequency of at least once weekly, and at other times as requested by Contractor or County. Contractor must have a representative at each progress meeting (attending via online or by teleconference, unless otherwise requested by County). When County deems necessary or appropriate, County can request the onsite attendance of Contractor’s representative at progress meetings, and Contractor’s representative shall so attend at no extra cost to the County. These progress meetings will review the progress of the work, maintain coordination of efforts, discuss changes in scheduling and resolve other problems and issues that may develop. Contractor will provide County with a meeting agenda twenty-four (24) hours prior to the weekly progress meeting. Contractor will provide a status report during the meeting on the current progress of each Project task, and description of any delays anticipated, with potential remedies. Subsequent to each weekly progress meeting, Contractor will provide County with a meeting summary.

Cutover, Go-Live, and Post-Production Support Services

Contractor will provide 24/7 support to County during Cutover and for a thirty (30) day period following Cutover (“Go-Live Period”). During and after Go-Live, Contractor will ensure County has full access and ability to administer the System. Contractor will provide up to twenty-four (24) hours of post-production support to County.

5. Administrator, General, Master Certification Technical Training

The following training will be provided as part of the Services under this Agreement:

Contractor will provide training services for staff at the three (3) levels listed below. Contractor will provide all training manuals, courseware, and the training database. Contractor will provide all training materials in an electronic format prior to the training sessions. Any hardcopied training materials will be provided for onsite training sessions for the number of training attendees scheduled to attend in person. All training materials provided will be based on the County's configuration, not out-of-the-box. Training shall be performed at each level for the County and other personnel as designated by County. Contractor will provide an unlimited number of training sessions to train staff throughout the duration of the Agreement, as may be requested by County. Each training will be onsite, offsite, or online, as requested by County. County approval shall be required in advance for the time, date, and location of each training. Contractor will establish an area in the System where training videos can be uploaded by County and Contractor, including an archived area with unlimited access for users.

Administrator's Overview

Contractor will perform onsite, remote or hybrid training session(s), as elected by County, for each of the three (3) County agencies for a total of up to eighteen (18) hours, as requested by County, to train County personnel (which shall include the program administrators, along with any other staff as designated by County). This will facilitate the learning of all aspects of administration for the HSMS. Staff training shall be in a "Train-the-Trainer" format.

General Training

Contractor will perform onsite, remote or hybrid training session(s), as elected by County, for each of the three (3) County agencies for a total of up to eight (8) hours, as requested by County, to train County staff on the use and operation of HSMS. Staff training shall be in a "Train-the-Trainer" format.

Master Certification Technical Training

Contractor will provide onsite, remote or hybrid training, as elected by County, for two (2) key personnel identified by County for a total of twenty-four (24) hours in technical aspects of the HSMS. The training session method (onsite or remote training) will be at the discretion of the County. Master Certification technical training session dates will be determined at a later time and subject to County approval.

6. Deliverable Products and Services

Contractor shall provide the following Deliverables, which shall be considered preliminarily accepted by County only upon written notice by the Contract Administrator that the Deliverable meets the applicable Requirements or Preliminary Acceptance Criteria.

No.	Description	Requirements or Preliminary Acceptance Criteria
1.	Project Plan and Business Requirements Document	Deliver a comprehensive Project Plan, approved by County, illustrating tasks and timelines for the implementation of the HSMS within FSAD, EVSD, and CISD. Deliver a Business Requirements document, approved by County, identify the functional and business requirements of each agency relating to the System.
2.	Draft Preliminary Test Plan and Scripts	Deliver a draft test plan for the schedule, description, and objectives of preliminary testing. Contractor will provide a draft preliminary test plan and scripts for each agency being implemented.
3.	Training Materials	Deliver training materials including manuals, courseware, and the training database in an electronic and hard copied format prior to the training sessions for FSAD, EVSD, and CISD staff on the use and administration of the HSMS.

7. Project Schedule

Phase 1: Family Success Administration Division Implementation and Training

Phase 2: Elderly and Veterans Services Division Implementation and Training

Phase 3: Crisis Intervention Services Division Implementation and Training

Each phase shall commence upon issuance of a written Notice to Proceed for that phase by the Contract Administrator. At the discretion of County and with approval of the Contractor, phases may proceed simultaneously or be re-ordered. Implementation will occur in a phased approach to allow full implementation across multiple agencies. The duration for each phase is estimated at eighteen (18) weeks, but all phases shall be completed by no later than seventy-two (72) weeks (or 18 months) after the first Notice to Proceed by County.

8. Preliminary and Final Acceptance Test

Preliminary Acceptance Testing

For all testing activities other than Final Acceptance, Contractor must submit a draft test plan and scripts for County’s review and comment at least two (2) weeks in advance of commencement of any scheduled tests. County will review the draft test plan and provide comments to the Contractor. Based upon comments received, Contractor must submit revised test plans and scripts to County for County’s review and approval for preliminary acceptance testing of the HSMS for each agency being implemented. Contractor will provide a draft test plan and scripts for each of the agencies being implemented. The test plan shall contain the following (at minimum):

- Schedule of all the testing to be conducted
- Brief description of testing to be performed

- Test objectives and scripts that include data verification

In addition to Contractor’s provided test criteria and scripts, County may use additional criteria to perform preliminary acceptance testing. Contractor will provide support to County during user acceptance testing for quality assurance. Contractor will be notified of defects found by County during testing. Contractor will correct the defect and notify the County that the defect has been resolved, so that County can perform re-testing of the defect. The fix and re-test process will repeat until the item successfully passes.

Final Acceptance Testing

Final Acceptance testing will be performed by County upon written notice by Contractor that the System and all related Services are complete and after each phase has received written preliminary acceptance by County. Use and access of the System shall not constitute Final Acceptance, but shall be part of Final Acceptance testing as well as thorough inspection of the System. Contractor will provide support to County during Final Acceptance testing for quality assurance and successful completion of Final Acceptance testing. Contractor will be notified of defects found by County during testing. Contractor will correct the defect and notify the County that the defect has been resolved, so that County can perform re-testing of the defect. The fix and re-test process will repeat until the item successfully passes.

The Contract Administrator will provide written Final Acceptance only upon successful completion of all the Final Acceptance Test Criteria stated below:

No.	Deliverable	Final Acceptance Test Criteria	Pass/Fail
1.	Billing/Cost Tracking Module	County to confirm its users are able to perform billing and tracking functions, as described in Section 2 – Services Description	
2.	Contract Management and Administration Module	County to confirm its users are able to perform contract management and administration functions, as described in Section 2 – Services Description	
3.	Provider Portal Module	County to confirm its external provider users are able to access the system and perform functions based on their role, as described in Section 2 – Services Description	
4.	Form and Workflow Building and Advanced Analytics/KPI Module	County to confirm its users are able to perform form and workflow building, advanced analytics, and KPI functions, as described in Section 2 – Services Description	
5.	Regulation Compliance	County to confirm HSMS compliance with the Regulation Compliance Requirements, as listed in Attachment A – Regulation Compliance	
6.	Information and	County to confirm users are able to develop, manage,	

No.	Deliverable	Final Acceptance Test Criteria	Pass/Fail
	Referrals	and report on referrals, as described in Section 3 – Technical Approach	
7.	Care/Service Plans	County to confirm users are able to create customizable care plans and are able to assign care/service plans to one (1) or more household members, as described in Section 3 – Technical Approach	
8.	Assessments	County to confirm its users are able to perform assessments, as described in Section 3 – Technical Approach	
9.	Case Notes	County to confirm its users are able to enter, edit, and delete case notes based on their assigned role, as described in Section 3 – Technical Approach	
10.	Civil Justice Services Module	County to confirm its users are able to manage civil citations, as described in Section 3 – Technical Approach	
11.	Request for Disbursements (RFD)	County to confirm its users are able to process and edit emergency assistance payments via an automated process, as described in Section 3 – Technical Approach	
12.	System Administration	County to confirm its users are able to perform System administration, as described in Section 3 – Technical Approach	
13.	Eligibility Process	County to confirm its users are able to perform eligibility process actions and create system generated ineligibility letters, as described in Section 3 – Technical Approach	
14.	Personal Activity Report (PAR)	County to confirm its users are able to track staff time, generate reporting, filter results, and the HSMS interfaces this information, as described in Section 3 – Technical Approach	
15.	Reporting	County to confirm its users are able to perform reporting functions, as described in Section 3 – Technical Approach	
16.	Auditing	County to confirm its users are able to perform auditing, as described in Section 3 – Technical Approach	
17.	Roles/Permissions	County to confirm the HSMS is configured with designated roles/permissions, as described in Section 3 – Technical Approach	
18.	ADA Compliance	System is fully accessible and compliant with the American with Disabilities Act, 42 U.S.C. § 12101, and Section 504 of the Rehabilitation Act of 1973, and	

No.	Deliverable	Final Acceptance Test Criteria	Pass/Fail
		meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard.	
19.	Security Acceptance	System meets or exceeds the security requirements stated in the Security Requirements Exhibit and the Service Level Agreement (if any)	

9. Optional Services:

County may acquire any of the following goods or services (“Optional Services”) at any time during the duration of the Agreement pursuant to a duly executed Work Authorization:

A. Transition & Disentanglement Services

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

At the request of County, Contractor shall provide prompt, good faith, and reasonable assistance to County in disentangling County data, business, and operations from the System and, to the extent applicable, transitioning to a new software, system, or provider.

B. 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 Optional Services shall be subject to any applicable not-to-exceed amounts otherwise set forth in this Agreement.

C. 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 the 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 additional services shall be subject to any applicable not-to-exceed amounts otherwise set forth in this Agreement.

Exhibit A-1 – Regulation Compliance

- 42 U.S.C. 1320d; Wrongful disclosure of individually identifiable health information
- 45 CFR Part 75; Records Retention
- Broward County retention requirements
- Chapter 119 Florida Statutes (F.S.); Public Records
- Emergency Food and Shelter Program (EFSP – FEMA) retention requirements
- Florida Statutes Section 430.503– Alzheimer’s Disease Initiative; fees and administrative expense
- 58D-1 Florida Administrative Code (F.A.C.); Administration of the Alzheimer’s Disease Initiative
- 58C-1 F.A.C.; Administration of the Community Care for the Elderly Program
- 58H-1 F.A.C.; Administration of the Home Care for the Elderly Program
- Florida Statutes Section 430.105; Confidentiality of Information
- Florida Statutes Section 430.202-205, Community Care for the Elderly
- Florida Statutes Section 430.207; Community Care for the Elderly Confidentiality of Information
- Florida Statutes Section 430.501-504; Alzheimer’s Disease Initiative
- Florida Statutes Section 430.601-608; Home Care for the Elderly
- Florida Statutes Section 435.09; Confidentiality of personnel background check information
- Older Americans Act of 1965, 2020 Reauthorization (OAA): Title III Regulations
- OAA Title VII Allotments for Vulnerable Elder Rights Protection Activities
- Uniform Electronic Transaction Act, Florida Statutes Section Section 668.50
- Florida Department of Elder Affairs Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans and Cooperative Agreements
- Florida Department of Elder Affairs Programs and Services Handbook
- Florida Statutes Section 985.12
- Florida Statutes Section 901.41
- Broward County Code of Ordinances Section 21-6

Exhibit B – Payment Schedule

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

Payment Milestones

Milestone	Unit	Invoicing	Fees
Milestone 1: Project Commencement (Effective Date)	One Time	Effective Date	\$116,395.00
Milestone 2: Preliminary Acceptance of Phase 1	One Time	Upon written notice of Preliminary Acceptance of applicable Phase	\$34,125.00
Milestone 3: Preliminary Acceptance of Phase 2	One Time	Upon written notice of Preliminary Acceptance of applicable Phase	\$58,280.00
Milestone 4: Preliminary Acceptance of Phase 3 and Final Acceptance	One Time	Upon written notice of Preliminary Acceptance of applicable Phase	\$30,125.00
Milestone 5: Final Acceptance	One Time	Upon written notice of Final Acceptance	\$28,125.00
Implementation	Hourly at Stated Hourly Rates	Monthly in arrears	Actual Implementation hours incurred, not to exceed \$225,000.00 total
SUBTOTAL			Not to exceed \$492,050.00

Professional Services Allotment (not included in Payment Milestones)

Description	Unit	Invoicing	Fees
Professional Services Allotment (to the extent requested by County)	Hourly at Stated Hourly Rates	Monthly in arrears	Not to exceed \$161,450 plus Rollover Hours

Payment Milestones 1-4 Itemized Fees (For Information Only – the itemized amounts below are included in the Payment Milestones 1-4 above)

Description	Unit/Term	Milestone Number	Fees
Platform License Purchase	One time	Milestone 1	\$50,000.00
Pathways Module	One time	Milestone 1	\$9,885.00
Provider Portal Module	One time	Milestone 1	\$8,985.00
Master Customer Setup/initial environment, System and database setup	One time	Milestone 1	\$1,500.00
Unlimited User License (300 or more)	Annually	Milestone 1: 25% Milestone 2: 25% Milestone 3: 0% Milestone 4: 25% Milestone 5: 25%	\$112,500.00 total (\$28,125 for each of four Milestone payments)
Testing Server License	Annually	Milestone 1	\$2,400.00 annually
Subscription Fee or Hosting Services	\$2,500/monthly – Hosting \$1,000/year – disaster recovery services	Milestone 1: 50% Milestone 3: 50% After Year 1, Hosting to be paid quarterly in advance	Milestone 1: \$15,500 Milestone 3: \$15,500 After Year 1: \$31,000.00 annually
Remote Desktop Protocol (RDP)	One time	Milestone 2	\$1,500.00
03-Cost Tracking/Billing (CTB) 837/835 Medicaid electronic billing	One time	Milestone 3	\$23,895.00
KPI Module	One time	Milestone 3	\$9,885.00
SUBTOTAL			\$251,550.00

Training Fees (For Information Only – the itemized amounts below are included in the Payment Milestones 1-4 above)

Description	Invoicing	Milestone Number	Total Fee
Training (Train-the-Trainer)	At each phase in advance	Milestone 2 Milestone 3 Milestone 4	\$2,000.00 per phase (Total \$6,000.00 all phases)
Pathways Module Training	Upon completion of training	Milestone 2	\$2,500.00
Cost tracking Training	Upon completion of training	Milestone 3	\$2,500.00
Billing module Training	Upon completion of training	Milestone 3	\$2,500.00
KPI module Training	Upon completion of training	Milestone 3	\$2,000.00
SUBTOTAL			\$15,500.00

Support and Maintenance Services Fees (commencing upon Final Acceptance)

Specific Support and Maintenance Services	Unit or Term	Invoicing	Fee
Support and Maintenance and Subscription Fees or Hosting Services	Annually	Quarterly in arrears	\$119,753.40 Annually (\$29,930.10 Quarterly)

Stated Hourly Rates

\$150/hour for Project Management

\$200/hour for Professional Services other than Project Management

Optional Services

Description	Unit/Term	Invoicing	Fee
Professional Services (excluding Training & Project Management)	Hourly	Upon completion of task	Stated Hourly Rates
Additional Training Services	Hourly	Monthly in arrears	\$150/hour

Master Certification Training	One-Time	Monthly in Arrears	\$15,000
Travel Expenses	Pass Thru Costs (per GSA Per Diem Rates)	Monthly in arrears	Actual costs subject to §112.061, Florida Statutes

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Exhibit C – Security Requirements

1. Data and Privacy. Contractor shall comply with all applicable data and privacy laws and regulations, including without limitation the Florida Information Protection Act of 2014, Florida Statutes Section 501.171, and shall ensure that County data processed, transmitted or stored in the System is not accessed, transmitted or stored outside the continental United States. Contractor may not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 817.568 or Section 817.5685) that Contractor may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If and to the extent requested by County, 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.

2. Managed Services; Professional Services; Third-Party Vendors. Contractor shall immediately notify County of any terminations or separations of Contractor's employees who performed Services to County under the Agreement or who had access to County data, and Contractor must ensure such employees' access to County data and network is promptly disabled. Contractor must ensure all Contractor's employees with access to County's network via an Active Directory account comply with all applicable County policies and procedures when accessing County's network. Contractor shall provide privacy and information security training to its employees with access the County's network upon hire and at least once annually. If any unauthorized party is successful in accessing any information technology component related to the Contractor, including but not limited to servers or fail-over servers where County data or files exist or are housed, Contractor shall report to County within twenty-four (24) hours of becoming aware of such breach. Contractor shall provide County with a detailed incident report within five (5) days after 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. Contractor shall not release County data or copies of County data without the advance written consent of County.

3. Remote Access. Any remote access by Contractor must be secure and strictly controlled with current industry standards for encryption (e.g., Virtual Private Networks) and strong passphrases. For any device Contractor utilizes to remotely connect to County's network, Contractor shall ensure the remote host device is not connected to any other network while connected to County's network, with the exception of personal networks that are under Contractor's complete control or under the complete control of a user or third party authorized in advance by County in writing. Contractor shall not use an open, unencrypted third party provided public Wi-Fi network to remotely connect to County's network. Equipment used to connect to County's networks must: (a) utilize antivirus protection software; (b) utilize an updated operating system, firmware, and third party- application patches; and (c) be configured for least privileged access. Should Contractor exceed the scope of remote access necessary to

provide the required services under this Agreement, as determined in County's sole discretion, County may suspend Contractor's access to County's network immediately without notice. Contractor must utilize, at a minimum, industry standard security measures, as determined in County's sole discretion, to safeguard County data that resides in or transits through Contractor's internal network from unauthorized access and disclosure.

4. ISO 27001 Report. Contractor must maintain ISO 27001 certification with respect to all Services provided under this Agreement and provide County with reasonable documentation of same prior to commencement of the Agreement and at least annually, unless this requirement is waived in writing by the County's CIO or designee.

5. Payment Card Industry (PCI) Compliance. If and to the extent the Provider Platform accepts, transmits or stores any credit cardholder data County or is reasonably determined by County to potentially impact the security of County's cardholder data environment ("CDE"), the following provisions shall apply: Provider shall comply with the most recent version of the Security Standards Council's Payment Card Industry ("PCI") Data Security Standard ("DSS"). Prior to the Effective Date, after any significant change to the CDE, and annually Provider shall provide to County: A copy of their Annual PCI DSS Attestation of Compliance ("AOC"); A written acknowledgement of responsibility for the security of cardholder data the service providers possess or otherwise store, process or transmit on behalf of the County, or to the extent that the service provider could impact the security of the county's cardholder data environment. A PCI DSS responsibility matrix that outlines the exact PCI DSS Controls are the responsibility of the service provider and which controls the service provider shares responsibility with the County. Provider shall follow the VISA Cardholder Information Security Program ("CISP") payment Application Best Practices and Audit Procedures and maintain current validation. If Provider subcontracts or in any way outsources the CDE processing or provides an API which redirects or transmits County Data to a payment gateway, Provider is responsible for maintaining PCI compliance for their API and providing the AOC for the subcontractor or payment gateway to the County. Mobile payment application providers must follow industry best practices such as VISA Cardholder Information Security Program ("CISP") or OWASP for secure coding and transmission of payment card data. Provider agrees that it is responsible for the security of the County's cardholder data that it possesses, including the functions relating to storing, processing, and transmitting of the cardholder data. Provider will immediately notify County if it learns that it is no longer PCI DSS compliant and will immediately provide County the steps being taken to remediate the noncompliant status. In no event should Provider's notification to County be later than seven (7) calendar days after Provider learns it is no longer PCI DSS complaint. Provider shall enforce automatic disconnect of sessions for remote access technologies after a specific period of inactivity with regard to connectivity into County infrastructure. (PCI 12.3.8) Provider shall activate remote access from vendors and business partners into County network only when needed by vendors and partners, with immediate deactivation after use. (PCI 12.3.9) Provider shall implement encryption and two-factor authentication for securing remote access (non-console access) from outside the network into the County's environment with access to any stored credit card data. (PCI 8.3) Provider shall maintain a file integrity monitoring program to ensure critical file system changes are monitored and approved with respect to County Data. (PCI

10.5.5) All inbound and outbound connections to County's CDE must use Transport Layer Security (TLS) 1.2 or current industry equivalent (whichever is higher).

6. Software Installed in County's Network. Contractor shall advise County of any third party software (e.g., Java, Adobe Reader/Flash, Silverlight) required to be installed and all versions supported. Contractor shall support updates for critical vulnerabilities discovered in applicable third party software. Contractor shall ensure that the Software is developed based on industry standards and best practices, including following secure programming techniques and incorporating security throughout the software-development life cycle. Contractor must develop and maintain the Software to operate on County-supported and approved operating systems and firmware versions. Contractor must mitigate critical or high risk vulnerabilities to the Contractor Platform as defined by Common Vulnerability and Exposures (CVE) scoring system within 30 days of patch release. If Contractor is unable to apply a patch to remedy the vulnerability, Contractor must notify County of proposed mitigation steps to be taken and timeline for resolution. Contractor shall ensure the Software provides for role-based access controls and runs with least privilege access. Contractor shall support electronic delivery of digitally signed upgrades from Contractor's or the third-party licensor's website. Contractor shall enable auditing by default in software for any privileged access or changes. The Software must not be within three (3) years from Software's end of life date and the Software must run as least privilege without using fixed or default passwords. Contractor shall regularly provide County with end-of-life-schedules for all applicable Software. 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 confidential data at rest. Contractor will use transport layer security (TLS) 1.1 or current industry standards, whichever is higher, for data in motion.

Exhibit D - Support and Maintenance Minimum Standards

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

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

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

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

Priority Description	Definition	Response Time After Notice	Resolution Time after Notice
Urgent (Severity	Event that renders the Products, System, and/or	30 minutes	Work until corrected

Priority Description	Definition	Response Time After Notice	Resolution Time after Notice
Level 1)	interfaces inoperable; and/or real-time use of the Products, System, and/or interfaces is not possible.		
High (Severity Level 2)	Event that results in a significant impairment of performance of the Products or System or impairs essential operations or allows unauthorized access.	1 hour during normal business hours; or within 1 hour of beginning of next business day if outside of normal business hours	Work until corrected during normal business hours
Normal (Severity Level 3)	Event that has minor impact to County's business and that does not impact normal operation of the Products or System; and/or Event that has minimal impact on County's business.	2 hours during normal business hours; or next business day if outside of normal business hours	Future patch or release

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

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

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

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

Failure to Meet Required Response Times. If Contractor fails to meet the Required Response Times, County may offset against any sums due Contractor by \$200 for each Event that Contractor failed to meet the Required Response Time, which amount the Parties agree is a fair and reasonable approximation of County's negative financial impact caused by the delay in Contractor's response.

DownTime Maintenance Credit. If an Urgent or High Event is not resolved or reduced to a Normal priority level within two (2) business hours after notice to Contractor, Contractor will refund to County five percent (5%) of the monthly hosting fee (or monthly pro rata equivalent, if the fee is other than monthly) for Support and Maintenance for each additional business hour that the Event remains unresolved or at the Urgent or High priority level, unless the Contract Administrator determines, in his or her sole discretion, that Contractor utilized best efforts to implement and is actively pursuing an appropriate plan for prompt resolution. Such refunds will be paid within ten (30) days or, at County's option, may be credited against future sums due to Contractor. This refund shall be in addition to any other remedy that is available in the event of a breach of the Agreement.

Exhibit E – Minimum Insurance Requirements

Project: Direct Services Application
 Agency: Human Services Department

TYPE OF INSURANCE	ADDL INSD	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 <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<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	<input checked="" type="checkbox"/>	If claims-made form:	\$1,000,000	
			Extended Reporting Period of:	3 years	
			*Maximum Deductible:	\$100,000	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A	<input checked="" type="checkbox"/>	If claims-made form:	\$1,000,000	
			Extended Reporting Period of:	3 years	
			*Maximum Deductible:	\$100,000	
<p>Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.</p>					
CERTIFICATE HOLDER: Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301			 <small>CHRISTINA POWELL Director of Internal Affairs Operations, Inc. LLC, an IIR 10000 W. CENTRAL EXPRESSWAY SUITE 100-40 WEST</small> <hr/> Risk Management Division		

Exhibit F – Work Authorization Form
WORK AUTHORIZATION FOR AGREEMENT TEC2118952P1 HSD Direct Services Application

Contract Number: _____
 Work Authorization No. _____

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

Services to be provided: [DESCRIBE IN DETAIL]

Agreement at issue is ___ Lump Sum/ ___ Not-to-Exceed for amount: \$1,312,385.00

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

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

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

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

County

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

Contractor

_____	Signed	Date
Attest	Typed Name	
	Title	

Exhibit G – Service Level Agreement

In connection with all Services provided to County under the Agreement, Contractor (also referred to herein as “Provider”) 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 Application Service Provider (“ASP”) hosting or Software as a Service (“SaaS”) solution provided under this Agreement. If and to the extent industry best practices evolve to impose higher standards than set forth herein, SLA shall be deemed to impose the new, higher standards upon Provider. Provider shall promptly notify County in writing of any material change to its compliance with these standards. Any approval by County under this SLA may be approved in writing by the Contract Administrator or the Director of County’s Division of Enterprise Technology Services (“ETS”).

1. Definitions

1.1. “Provider Platform” means to the ASP or SaaS solution that constitutes the Services to the County, or otherwise stores, hosts, or transmits County Data. Provider shall maintain the same standards set forth herein for all of its data centers and facilities that store or host County data.

1.2. “County Data” means the data and information provided by County or its agents under this Agreement and all results derived therefrom through the use of the Provider’s services, whether or not electronically retained and regardless of the retention media.

1.3. Any other capitalized terms not defined herein refer to those defined terms in the Agreement.

2. Security

2.1. General

2.1.1. Provider will ensure that County has the ability to authenticate all access by username/password or two-factor authentication. Upon request, Provider shall restrict access to County data to a specific source static IP address.

2.1.2. Provider shall ensure that separation of duties and least privilege are enforced for privileged or administrative access to County’s data and the Provider Platform.

2.1.3. Provider’s procedures for the following must be documented and approved by County within 10 days of the Effective Date of the Agreement:

- 2.1.3.1. Evaluating security alerts and vulnerabilities;
- 2.1.3.2. Installing security patches and service packs;

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

2.1.4. Provider shall ensure that its service providers, subconsultants, and any third parties performing any Services relating 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. Provider shall provide County with a list of any such service providers, subconsultants or other third-parties on an annual basis, upon County's request, and promptly upon a material change in the composition of such entities.

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

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

2.2. Controls

2.2.1. Provider shall maintain industry best practices for data privacy, security, and recovery measures including, but not limited to, disaster recovery programs, physical facilities security, server firewalls, virus scanning software, current security patches, user authentication, and intrusion detection and prevention. Unless otherwise provided in this SLA, upon request by County, Provider shall provide documentation of such procedures and practices to County.

2.3. Network Architecture/Security

2.3.1. The Provider Platform shall be protected behind a layer of firewalls, the initial configuration diagram of which must be approved by County prior to Final Acceptance. Any subsequent changes to the configuration diagram are subject to approval by County, which shall not be unreasonably withheld. Provider shall ensure that all database servers are protected behind a second set of internal firewalls.

2.3.2. Provider shall submit a network architecture diagram of County's stored and transmitted data, including the location of data center and details of connectivity from all third parties who have access to County's data.

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

2.3.4. Provider shall restrict inbound and outbound traffic to County network to "deny all, permit by exception" configuration.

2.3.5. Provider will support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards (whichever is higher) for the connection to the Provider Platform.

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

2.4. Physical Architecture/Security

2.4.1. Provider shall ensure the facilities that house the network infrastructure for the Provider 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 Provider Platform.

2.4.2. Provider shall connect its hosting site for the Provider Platform through at least two (2) independent Internet Service Providers ("ISPs") with different Internet points of presence.

2.4.3. Provider shall ensure adequate background checks have been performed on any personnel having access to County data. To the extent permitted by such checks, Provider shall not knowingly allow convicted felons or other persons deemed by Provider to be a security risk to access County data. Provider shall provide privacy and information security training to its employees upon hire and at least once annually.

2.5. Disaster Recovery

2.5.1. Provider shall maintain a disaster recovery plan for the Provider Platform with mirrored sites geographically separated by at least 250 miles, with a Recovery Time

Objective (“RTO”) of a maximum of eight (8) hours and a Recovery Point Objective (“RPO”) of a maximum of four (4) hours from the incident.

2.5.2. Provider shall conduct a disaster recovery test of Provider’s hosted or SaaS system that comprises the Provider Platform under this Agreement on at least an annual basis and shall notify County at least ten (10) days in advance of each such test. In addition, Provider shall conduct a disaster recovery test specific to the County, including County’s data and utilization of the Provider Platform and County’s network and data, in coordination with County at least once per year; the timing and duration of the County-specific test is subject to the approval of County.

2.6. Incident Response

2.6.1. If any unauthorized party is successful in accessing any information technology component related to the Provider Platform, including but not limited to servers or fail-over servers where County’s data or files exist or are housed, Provider shall report to County within twenty-four (24) hours of becoming aware of such breach. Provider shall provide County with a detailed incident report within five (5) days of the breach, including remedial measures instituted and any law enforcement involvement. Provider shall fully cooperate with County on incident response, forensics, and investigations that involve the Provider’s infrastructure relating to any County data or County applications. Provider shall not release County data or copies of County data without the advance written consent of County.

2.6.2. Provider shall provide County with the names and contact information for a security point of contact and a backup security point of contact to assist County with security incidents prior to the Effective Date of this Agreement.

2.7. County Data

2.7.1. Provider shall maintain controls that ensure separation of County Data. Provider agrees to provide at a minimum Advanced Encryption Standard 256-bit encryption keys (“AES-256”) or current industry security standards (or whichever is higher) for social security numbers, taxpayer identification numbers, employer identification numbers, bank account numbers, passwords, cardholder data, and any other data such as Protected Health Information (“PHI”) and Personally Identifiable Information (“PII”) or as otherwise directed by County 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. Provider shall also ensure that the encryption key(s) are not stored with the encrypted data and are secured by a Hardware Security Module (“HSM”). Provider shall immediately notify County of any compromise of the encryption keys. Provider shall provide a copy of County’s encryption key(s) at County’s request. Provider shall prohibit the use of unencrypted protocols such as FTP and Telnet for the data defined in this paragraph.

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

2.7.3. 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, Provider 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 documenting that no County Data is retained by Provider in any format or media.

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

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

2.7.6. In the event of any impermissible disclosure, loss or destruction of County Data relating to any action or omission of Provider, Provider must immediately notify County, take all reasonable and necessary steps to mitigate any potential harm, further disclosure, loss, or destruction.

3. Compliance

3.1. Provider shall cooperate and provide any information requested by County relating to compliance and regulatory requirements. A request for information or review by County may include, but is not limited to, the following:

3.1.1. Vulnerability scans of authenticated and unauthenticated operating systems/networks, web applications, and database applications;

3.1.2. Automated scans and penetration (“Pen”) tests performed by County personnel or agents designated by County;

3.1.3. Review of requested documents, including without limitation, Provider’s architecture documents, external audits of Provider’s information security policies and

procedures, Pen- test documentation, security incident reports, environment logs, virtual private network (“VPN”) access logs to terminal services, network traffic and firewall activity logs, Intrusion Detection System (“IDS”) attack alerts and anomalies, enterprise password management activity, server and application logs, and monthly or periodic network traffic and firewall activity logs; and

3.1.4. Physical inspection of Provider’s facilities by County or its representatives.

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

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

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

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

3.6. Upon County’s request, Provider shall make available to the County proof of Provider’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; Provider’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. **Service Availability**

4.1. **System Availability**

4.1.1. Provider guarantees that the Network Uptime (as defined herein) will be 99.99% 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 System and Services are functioning optimally and fully operational, and requires proper functioning of all network infrastructure, including routers, switches, and cabling, affecting a user’s ability to reliably transmit or receive data; Network Downtime is the

remainder of time that is not included in Network Uptime, and is measured from the time the trouble ticket is opened to the time the network is 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 Provider or the Provider Platform), any inability on the part of County to access the System as a result of a general Internet outage will not be counted toward Network Downtime. System unavailability for the purpose of building redundancy or other recovery systems that is approved by County in advance shall not be charged as downtime in computing the Network Downtime. System unavailability due to Provider's equipment failure constitutes Network Downtime.

4.1.2. Provider will refund to County five percent (5%) of the monthly hosting fees (or monthly pro rata equivalent, if recurring fees under the Agreement are charged other than monthly) under the Agreement for each thirty (30) minutes of Network Downtime in excess of that permitted under the Network Uptime Guarantee (up to 100% of County's monthly or pro rata fee), measured on a calendar month basis. Such refunds will be paid within ten (10) days of the applicable monthly report or, at County's option, may be credited against amounts due under any unpaid invoice or future invoice.

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

4.1.4. By the tenth day of each calendar month, Provider shall provide to County a report detailing Provider'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) = %).

4.1.5. Provider guarantees the functioning of all equipment components necessary for Provider to provide the Services, the Provider Platform, and meet System availability requirements stated in this SLA.

4.2. **Infrastructure Management**

4.2.1. During Prime Time, Provider shall ensure packet loss of less than one percent (1%) and less than sixty (60) milliseconds domestic latency within the Provider Platform. Provider shall maintain sufficient bandwidth to the Provider Platform and ensure the server processing time (or CPU processing capacity) to provide millisecond response times from the server. County and Provider 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.

4.2.2. To the extent the Provider Platform provides or supports public access to users in Broward County or through the County's web pages, Provider's Services 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.

4.2.3. Provider shall ensure that an unlimited number of transactions may be processed to County production database. Subject to County approval, Provider may recommend that non-routine reports and queries be limited to certain timeframes, quantities or other specifications if Provider determines that such reports and queries cause degradation to response times affecting performance levels established in this SLA.

4.2.4. Provider will retain all database records regardless of number or size.

4.2.5. Provider shall routinely apply upgrades, new releases, and enhancements to the Provider Platform as they become available after prior, written approval by the County and shall ensure that these changes will not adversely affect the Provider Platform.

4.2.6. To the extent the Provider Platform includes an ad-hoc reporting tool or standard reports, Provider agrees to provide unlimited access to such functionality to County. Provider agrees to support an unlimited number of queries and reports against County's Data. County agrees that Provider 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.

4.2.7. Provider shall conduct full, encrypted System 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. Provider shall maintain a complete current set of encrypted backups for County's

System, including County Data, at a remote, off-site “hardened” facility from which data can be retrieved within one (1) business day at any point in time. Full System restoration performed as a recovery procedure after a natural disaster is included as part of Provider’s required Services under this Agreement. Upon County’s request, Provider shall also provide restoration of individual file(s).

4.2.8. A development and test system, which shall mirror the production system, shall be made available for use by County for testing or training purposes upon two (2) business days’ request, including without limitation, upon request for County’s testing of application upgrades and fixes prior to installation in the production environment. SSN will be encrypted by default. Fields can be encrypted using the data dictionary or SQL encryption tools. Fields will need to be de-encrypted in order for the data to be part of reporting. County may control data that is populated on the demonstration and training system by requesting that Provider perform any or all of the following:

- 4.2.8.1. periodically refresh data from production;
- 4.2.8.2. perform an ad-hoc refresh of data from production;
- 4.2.8.3. not refresh data from production until further notice from County; or
- 4.2.8.4. refresh data on an ad hoc basis with training data supplied by County.

4.3. **Performance Monitoring and Hosting Capacity Increases**

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

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

5. **Transition/Disentanglement**

5.1. Provider will complete the transition of any terminated Services to County and any replacement providers that County designates (collectively, the “Transferee”), without causing any unnecessary interruption of, or adverse impact on, the Services (“Disentanglement”). Provider 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, Provider shall cooperate, take

any necessary additional action, and perform such additional tasks that County may reasonably request to ensure timely and orderly Disentanglement, which shall be provided at the rate(s) specified in the Agreement or, if no applicable rate is specified, at a reasonable additional fee upon written approval by the County. Specifically, and without limiting the foregoing, Provider shall:

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

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

5.1.3. Not, without County's prior written consent, transfer, reassign or otherwise redeploy any of Provider's personnel during the Disentanglement period from performing Provider's obligations under this 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 Provider exclusively in connection with the Services. Provider shall perform all of its obligations under such contracts at all times prior to the date of assignment, and Provider shall reimburse County for any losses resulting from any failure to perform any such obligations;

5.1.6. Deliver to Transferee all current, nonproprietary documentation and data related to County-owned assets and infrastructure. After confirming in writing with County that the applicable County data is received intact or otherwise securely stored by County, Provider shall securely erase all County Data, including on any hard drives and backup media, in accordance with NIST standards. Upon written consent from County, Provider may retain one copy of documentation to the extent required for Provider's archival purposes or warranty support; and

5.1.7. To the extent requested by County, provide to County a list with current valuation based on net book value of any Provider-owned tangible assets used primarily by Provider in connection with the Services. 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, any and all related warranties will transfer along with those assets.

Exhibit H – Business Associate Agreement

This Business Associate Agreement (“BAA”) is entered into by and between Broward County, Florida (“County”), and Global Vision Technologies, Inc., with its principal office located at 6614 Clayton Road, Suite 346, St. Louis, MO 63117 (“Business Associate”) and is expressly incorporated in the Agreement.

RECITALS

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

B. The operation of such activities/programs is subject to the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the American Recovery and Reinvestment Act of 2009 (“ARRA”), and the Health Information Technology for Economic and Clinical Health Act (“HITECH”).

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

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

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

Section 1: Definitions

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

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

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

1.4 “Penalties” as used in Section 4.21 below is defined as civil penalties that may be applied to the Business Associate and its workforce members by the Secretary (“Secretary”) of Health and Human Services (“HHS”). The amount of the penalties range depending on the type of violation. In determining penalties, the Secretary may take into account:

- a. the nature and extent of the violation;
- b. the nature and extent of harm resulting from such violation;
- c. the degree of culpability of the covered entity or business associate;

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

Section 2: Effective Dates

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

Section 3: Confidentiality

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

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

Section 4: Obligations and Activities of Business Associate

Use and Disclosure of PHI

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

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

the third party has agreed to implement reasonable and appropriate steps to safeguard the information;

d. Use PHI to provide data aggregation activities relating to the operations of County; and

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

4.2 Business Associate is prohibited from selling PHI, using PHI for marketing purposes, or attempting to re-identify any PHI information in violation of HIPAA Laws. Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in Section 13405(d) of Subtitle D (Privacy) of ARRA, the "Conditions on Certain Contracts as Part of Health Care Operations," as provided in Section 13406 of Subtitle D (Privacy) of ARRA, and related guidance issued by the Secretary from time to time.

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

Administrative, Physical, and Technical Safeguards

4.4 Business Associate shall implement the administrative safeguards set forth at 45 C.F.R. § 164.308, the physical safeguards set forth at 45 C.F.R. § 164.310, the technical safeguards set forth at 45 C.F.R. § 164.312, and the policies and procedures set forth at 45 C.F.R. § 164.316, to reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of County. Business Associate acknowledges that, effective on the Effective Date of this BAA, (a) the foregoing safeguards, policies, and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to County, and (b) Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguards, policies, and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements.

4.5 Business Associate shall require all of its subcontractors, agents, and other third parties that receive, use, transmit, maintain, store, or have access to PHI to agree, in writing, to the same restrictions, conditions, and requirements that apply to Business Associate pursuant to this BAA and the HIPAA Laws.

Access of Information; Amendment of Information; Accounting of Disclosures

4.6 Business Associate shall make available to County all PHI in designated record sets within ten (10) days of County's request for County to meet the requirements under 45 CFR § 164.524.

4.7 Business Associate shall make any amendments to PHI in a designated record set as directed or agreed to by County pursuant to 45 CFR § 164.526, and in the time and manner reasonably designated by County.

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

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

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

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

Notification of Breach

4.12 Business Associate shall notify County's HIPAA Privacy Official at (954) 357-6500 of any impermissible access, acquisition, use, or disclosure (collectively and individually, a "Breach") of any Unsecured PHI within twenty-four (24) hours of Business Associate discovering such Breach. "Unsecured PHI" shall refer to such PHI that is not secured through use of a technology or methodology specified by the Secretary that renders such PHI unusable, unreadable, or indecipherable to unauthorized individuals. A Breach of Unsecured PHI shall be treated as discovered by Business Associate as of the first day on which such Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to Business Associate, including any employee, officer, contractor, subcontractor, or other agent of Business Associate. In addition, Business Associate's notification under this section shall comply in all respects with

each applicable provision the HIPAA Rules and all related guidance issued by the Secretary or the delegate of the Secretary from time to time.

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

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

4.14 County, in its sole discretion, will determine whether County or Business Associate shall be responsible to provide notification to individuals whose Unsecured PHI has been impermissibly accessed, acquired, used, or disclosed, as well as to the Secretary and the media. Such notification shall be provided as follows:

- a. Notification will be by first-class mail, or by electronic mail, if the individual has specified notice in the manner as a preference.
- b. Information may be posted on County's and Business Associate's website(s) where the Business Associate experienced, or is reasonably believed to have experienced, an impermissible access, acquisition, use, or disclosure of Unsecured PHI that compromised

the security or privacy of more than ten (10) individuals when no other current information is available to inform such individuals.

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

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

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

Mitigation of Breach

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

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

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

4.20 In the event of a Breach, Business Associate shall, in consultation with and at the direction of County, assist County in conducting a risk assessment of the Breach and mitigate, to the extent practicable, any harmful effect of such breach known to Business Associate. Business Associate shall pay the costs for mitigating damages, including, but not limited to, the expenses for credit monitoring, if County determines that the Breach warrants such measures.

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

Available Books and Records

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

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

Section 5: Obligations of County

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

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

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

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

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

Section 6: Term and Termination

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

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

- a. Provide an opportunity for Business Associate to cure the breach within the time for cure set forth in County's written notice to Business Associate and terminate if

Business Associate does not cure the breach within the time specified by County; or

b. Immediately terminate this BAA and the Agreement if Business Associate has breached a material term of this BAA and a cure is not possible; or

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

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

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

Section 7: Miscellaneous

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

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

7.3 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.