



TECHNOLOGY PRODUCTS AGREEMENT BETWEEN BROWARD COUNTY AND WELLSKY CORPORATION FOR HOMELESS MANAGEMENT INFORMATION SYSTEM (RFP # TRN2129615P1)

This Technology Products Agreement (“Agreement”) is between Broward County, a political subdivision of the State of Florida (“County”), and WellSky Corporation, a New York corporation (“Contractor”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. County issued competitive solicitation, Homeless Management Information System, TRN2129615P1, for a Contractor-hosted homeless information management system for County’s Housing Options, Solutions and Supports Division.

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. **Advanced Technologies** means artificial intelligence, machine learning, or other automated technologies provided by Contractor or used (or included) with any Contractor software, products, or services.

1.2. **Applicable Law** means all applicable laws, codes, state or federal regulatory rules, regulations, and ordinances of any federal, state, or county, as may be amended.

1.3. **Ancillary Services** means services to improve, expand, develop, and/or provision data, databases, products, or services related to, or to sustain the useful life of the Subscriptions, or other products or services.

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

1.5. **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.

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

1.7. **Contract Administrator** means the Director of Housing Options Solutions and Supports, the Assistant Director of Housing Options Solutions and Supports, or such other person designated by the Director of Housing Options Solutions and Supports in writing.

1.8. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of the Broward County Business Opportunity Act, Section 1-81, et seq., of the Code.

1.9. **Documentation** means all manuals, user documentation, specifications describing the interoperability and the functional operation of the Subscriptions that Contractor customarily furnishes to licensees of the Subscriptions or purchasers of the services covered by this Agreement.

1.10. **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.

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

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

1.13. **Permitted User** means an authorized user of the Subscriptions or Third-Party Solutions.

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

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

1.16. **Services** means all activities required by Contractor under this Agreement, including any required installation, integration, programming, configuration, customization, operation, and enhancements of the Products, together with necessary and appropriate consulting, training, Support and Maintenance, project management, other services set forth in the Agreement in connection with the Products, and any other services as further specified in Exhibit A, as well as any Optional Services procured under this Agreement.

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

1.18. **Subcontractor** means any entity or individual, including any subconsultants, that provides Services to County through Contractor, regardless of tier.

1.19. **Subscriptions** means all proprietary subscriptions listed in Exhibit A provided to County or third-party users pursuant to this Agreement, including all subscription-based services or solutions such as Software as a Service ("SaaS") and defined in the Documentation, including access and use of the subscriptions through Contractor hosting services, and any subsequent Upgrade thereto, provided by Contractor during the term of this Agreement.

1.20. **Support and Maintenance** means the support and maintenance set forth in the Subscriptions Support Services exhibit set forth in Exhibit D.

1.21. **System** means the complete system provided by Contractor pursuant to this Agreement as part of its Services hereunder, including all Products listed on Exhibit A and any other Products that Contractor will make available to County and third-party users as part of its Services under this Agreement.

1.22. **Third-Party Solutions** shall mean those third-party licensed software programs or software-as-a-service offerings identified in the Agreement.

1.23. **Upgrade** means the provision of any error corrections, bug fixes, enhancements, and/or new features to the Subscriptions that Contractor makes generally commercially available to its clients who have current Subscription licenses. Upgrades do not include modules, features, or any necessary Services, that Contractor prices and markets separately.

1.24. **Work Product** means (i) any technology, documentation, software, procedures, designs, inventions, methodologies, techniques, discoveries, information, knowledge, know-how, show-how, benchmarks, algorithms, models, best practices, and works of authorship that are developed, conceived, or introduced by Contractor in the course of Contractor providing Subscriptions or performing Services, whether acting alone or in conjunction with County (e.g., including all suggestions, recommendations, and ideas provided by County) or its employees, Permitted Users, affiliates, or others, (ii) for all items set forth in (i), all United States and foreign patents issued or issuable, all copyrights and other rights in works of authorship, collections and arrangements of data, aggregated data, algorithms, models, databases, mask work rights, trade secrets on a world-wide basis, trademarks, trade names, and other forms of corporate or product identification, and (iii) any division, continuation, modification, enhancement, derivative work, or license of any of the foregoing.

ARTICLE 2. EXHIBITS

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

ARTICLE 3. SCOPE OF SERVICES & TERMS OF USE

3.1. Scope of Services. Contractor shall perform all Services, including without limitation the work specified in Exhibit A (the "Statement of Work"). The Statement of Work is a description of

Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

3.2. Software and Subscriptions Rights.

3.2.1. Subscription Rights. Contractor grants to County a royalty-free (except for fees due under the Agreement), nonexclusive right to access and use the Subscriptions for the duration of this Agreement, with no geographical limitations within the United States, for the number of users stated in Exhibit A, including the right to use any third-party software or technology embedded in or otherwise required to operate or allow access to the Subscriptions. This right to use is granted solely for County governmental purposes and subject to the terms of this Agreement, including on- and off-site access, and for the benefit of and use by all County-authorized agencies within the County, including the offices of the County constitutional officers if elected by County. During the term of the Agreement, Contractor may provide Ancillary Services for use in connection with the Subscriptions at no additional cost to County unless otherwise agreed upon in writing by the Parties.

3.2.2. Authorized Use, Permitted Users, and Additional Licenses. County is solely responsible for County's and its Permitted Users' use of the Subscriptions. Unless otherwise stated in Exhibit A, County and any of its employees, agents, contractors, suppliers, and other third parties authorized by County are Permitted Users and may concurrently operate and use the Products for County purposes subject to the terms of the Agreement. If additional licenses or users are requested by County, the Purchasing Director is authorized to execute a Work Authorization (in substantially the same form as Exhibit F), subject to the Purchasing Director's execution authority as stated in Section 3.8, to purchase additional licenses or users for the fee specified in Exhibit B. County shall (a) provide access to the Subscriptions only to Permitted Users, and (b) provide secure infrastructure, hardware devices, and network connectivity necessary for County to operate and connect to the Subscriptions.

3.2.3. Permitted Hardware and Environments. Unless otherwise stated in Exhibit A or in the Documentation, County may use and operate the Subscriptions on any hardware. For any Software, County may, at no additional cost: (a) install, use, and operate the Software on separate servers and in any and all development, test, failover, disaster recovery, and backup environments or configurations; (b) if required by reason of an emergency, disaster, or operational need, or for testing of recovery resources, temporarily use the Software on recovery resources, including recovery resources that may not be owned by County; (c) copy the Software for backup and archiving purposes for the purposes of support or maintenance by County or others hired by County to provide such support or maintenance; and (d) utilize a hosted environment, including without limitation through a third-party hosting provider, for any permitted uses of the Software.

3.2.4. Prohibited Uses. Except as expressly permitted in this Agreement, County and its Permitted Users shall not sell, resell, lease, lend, reproduce, publish, license, or otherwise make

available the Software or Subscriptions to others, except to the extent required by Chapter 119, Florida Statutes, or order of a court of competent jurisdiction solely for the purpose of making County public records available pursuant to such requirement. County and its Permitted Users shall not modify, reverse engineer, disassemble, decompile, adapt, translate, or make derivative works of the Software or Subscriptions, or any portion thereof, except to the extent expressly authorized in this Agreement, in which event such authorized actions shall be deemed within the license grant of Section 3.2. County and its Permitted Users shall not sublicense or operate the Subscriptions for timesharing, outsourcing, or service bureau operations.

3.3. Hosting. Any costs to County for any hosting provided by Contractor of the Software or Subscriptions are included within the Subscription Fee listed in Exhibit B and will be provided at no additional cost to County, unless otherwise expressly stated in Exhibit B. Contractor, the Software, the Subscriptions, and the System shall comply for the duration of this Agreement with the Service Level Agreement set forth in Exhibit G and the Subscriptions Support Services in Exhibit D, unless otherwise expressly approved in writing by the County's Chief Information Officer or their written designee.

3.4. Support and Maintenance. For so long as requested by County and for all Products other than Subscriptions, Contractor shall, directly or indirectly, 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 Subscriptions as set forth in Exhibit D, so long as County pays the Subscription Fee stated in Exhibit B. Support and Maintenance shall be invoiced and paid in accordance with the Payment Schedule set forth in Exhibit B.

3.5. Upgrades. Throughout the Term, Contractor shall promptly provide to County, with advance notice and at no additional cost, any and all Upgrades to the Products that Contractor makes generally available at no additional cost to other licensees of the applicable Products or users of all or part of the System. All such Upgrades shall remain the sole property of Contractor and shall be deemed to be included within the scope of the licenses and subscriptions for Products granted under this Agreement.

3.6. Compatibility. Throughout the Term, Contractor shall ensure the continued compatibility of the Products with industry standard desktop and mobile web browsers.

3.7. Documentation. Contractor shall deliver or make available 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 in accordance with Exhibit A. County has the right to copy, reproduce, modify, and create derivative works utilizing the Documentation during the term of the Agreement as County deems necessary solely for internal use or training purposes, provided such activities are solely for the purpose of use of the Products as permitted under this Agreement.

3.8. Optional Services. If any Services, or the quantity thereof, are identified as optional ("Optional Services"), County may select the type, amount, and timing of Optional Services pursuant to a work authorization ("Work Authorization") in substantially the form attached as Exhibit F, as agreed upon and executed by Contractor and County pursuant to this section. Any Optional Services procured, when combined with the other required Services, shall not result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in this Agreement, Work Authorizations shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total aggregate cost to County is less than \$50,000; (b) the Purchasing Director may execute Work Authorizations for which the total aggregate cost to County is within the Purchasing Director's delegated authority; and (c) any Work Authorization above the Purchasing Director's delegated authority requires express approval by the Board. Contractor shall not commence work on any Work Authorization until receipt of a purchase order and a Notice to Proceed issued by the Contract Administrator.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

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

4.2. Renewals. County may renew this Agreement for up to five (5) additional one (1) year terms (each a "Renewal Term") on the same rates, terms, and conditions stated in this Agreement by sending written notice to Contractor at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise any Renewal Term(s), and notice of same to Contractor by electronic mail alone shall be effective and sufficient.

4.3. Extension. Unless Contractor has provided written notice of termination for cause, if the Purchasing Director determines, in their sole discretion, that unusual or exceptional circumstances render the exercise of a Renewal Term not practicable, or that no Renewal Term remains available and expiration of this Agreement would result in a gap in necessary Services, the Purchasing Director may extend this Agreement for one or more periods not to exceed three (3) months in the aggregate ("Extension") on the same terms and conditions as existed at the end of the then-current term, provided additional fees may be applicable. The Purchasing Director may exercise the Extension by written notice to Contractor at least thirty (30) days prior to the end of the then-current term stating the duration of the Extension. The Extension must be within the authority of the Purchasing Director or otherwise authorized by the Board.

4.4. Funding. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes. If amounts to be paid by County under this Agreement are budgeted to be funded with transportation surtax proceeds pursuant to Section 212.055(1), Florida Statutes, and such proceeds are not appropriated or available for any reason, County shall have no obligation to use ad valorem funds

or any other funding source to make any payment(s) required under this Agreement and County may terminate this Agreement for convenience pursuant to Article 11.

ARTICLE 5. COMPENSATION

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

Services/Products	Term	Not-To-Exceed Amount
Services, Subscriptions, and Support and Maintenance Fees	Initial Term	\$ 650,000.00
Services, Subscriptions, and Support and Maintenance Fees	Renewal Term(s)	\$ 850,000.00 (total all Renewal Terms)
Optional Services	Duration of Agreement	\$ 100,000.00
TOTAL NOT TO EXCEED		\$1,600,000.00

Payment shall be made only for Services actually performed and completed pursuant to this Agreement as set forth in Exhibit B, which amount shall be accepted by Contractor as full compensation for all such Services. Contractor acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Contractor for fees owed for Products and Services set forth in the Agreement, unless otherwise expressly stated in Exhibit B. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor's obligation to perform all Services.

5.2. Method of Billing and Payment.

5.2.1. Unless otherwise stated in Exhibit B, Contractor must submit invoices no more often than once monthly, but only after the Services (excluding Subscriptions) invoiced have been completed. Invoices 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 the expiration or earlier termination of this Agreement. Contractor's delayed submission of any invoice by more than one hundred twenty (120) days, absent good cause shown in writing by Contractor, may, at the Contract Administrator's reasonable determination, result in a waiver of any right to payment for the invoiced Products and Services if the delay adversely impacts County's budgetary planning for the applicable fiscal period. Unless otherwise stated in Exhibit B or the applicable Work Authorization, any Optional Services shall be invoiced in accordance with the existing invoicing schedule for any like goods or services provided under this Agreement, including (if applicable) invoiced pro rata for the initial invoice period. Invoices shall describe the Services performed and, as applicable, hours, tasks, or other details as requested by the Contract Administrator. Contractor shall submit a Certification of Payments to Subcontractors and Suppliers (Form 00924, available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>) with each invoice that includes Services performed by a Subcontractor. The certification shall be accompanied by a copy of the notification sent to each unpaid Subcontractor listed on

the form, explaining the good cause why payment has not been made to that Subcontractor.

5.2.2. Invoices shall be in the amounts set forth in Exhibit B for the applicable Services, minus any agreed upon retainage as stated in Exhibit B. Final retainage percentage amounts shall only be invoiced upon completion of all Services, unless otherwise stated in Exhibit B.

5.2.3. County shall pay Contractor within thirty (30) days after receipt of Contractor's proper invoice in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Code. To be deemed proper, all invoices must: (a) comply with all applicable requirements, whether set forth in this Agreement or the Code; (b) be submitted pursuant to instructions prescribed by the Contract Administrator; and (c) be submitted to both the County's Accounting Division (via email at AccountsPayable@Broward.org) and to the Contract Administrator. Payments shall be sent to Contractor's address in accordance with Article 13, unless otherwise requested by Contractor in writing and approved by the Contract Administrator in writing. Payments may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement. County may set off any amounts Contractor owes to County under this Agreement against any amounts County owes to Contractor under this Agreement.

5.2.4. Contractor must pay Subcontractors and suppliers pursuant to any contract between Contractor and Subcontractors, or within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies if no such contract exists. If Contractor withholds an amount as retainage from Subcontractors or suppliers, Contractor shall release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this section shall be a material breach of this Agreement, unless Contractor demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Contractor promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Contractor shall include requirements substantially similar to those set forth in this section in its contracts with Subcontractors and suppliers.

5.3. Reimbursable Expenses. Contractor shall not be reimbursed for any expenses it incurs unless expressly provided for in this Agreement. Reimbursement of any travel costs or travel-related expenses permitted under this Agreement shall be limited to those permitted under Section 112.061, Florida Statutes, except to the extent that Exhibit B expressly provides otherwise. County shall not be liable for any expenses that exceed those allowed by Section 112.061 or that were not approved in writing in advance by the Contract Administrator.

5.4. Subcontractors. Contractor shall not invoice any Subcontractor fees unless expressly set forth in Exhibit B, which includes Business Objects Software Limited T/A SAP Solutions, and Iron Mountain Information Management, LLC.

5.5. Withholding by County; Overcharges. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of work in material breach of the Agreement that has not been reasonably remedied or resolved by Contractor. The amount withheld shall not be subject to payment of interest by County. In the event of an overcharge by Contractor in any amount, Contractor shall promptly refund to County such overcharged amount.

5.6. Fixed Pricing. Unless otherwise stated in Exhibit B, prices shall remain firm and fixed throughout the Term, except to the extent Services are modified by written agreement of the Parties. 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 Subscriptions available electronically to County. All County license keys, usernames, and passwords shall be authenticated by Contractor and perform according to Exhibit A (Statement of Work).

6.2. Final Acceptance Testing. The System as existing as of the Effective Date has been previously accepted by County; therefore the provisions of this Section 6.2 shall only apply to new Products procured by County after the Effective Date. Section 22.148 of the Broward County Administrative Code requires that all applicable software purchases be inspected and tested by County, including verification by its Enterprise Technology Services Division ("ETS"), prior to final written acceptance of the software and software-related services. Unless otherwise agreed by the Parties in the applicable Work Authorization, within fifteen (15) days after completion of all Services stated in Exhibit A relating to the installation, implementation, and integration of the Products and System provided under this Agreement, County shall conduct testing to determine whether the System: (i) functions without material error with any applicable operating software; (ii) provides the capabilities stated in the applicable Work Authorization and the Documentation in all material respects; and (iii) if applicable, meets the acceptance criteria stated in the applicable Statement of Work (the criteria referenced in (i), (ii), and (iii) are collectively referred to as the "Final Acceptance Criteria"). In the event of a conflict between the Documentation and the acceptance criteria stated in the Statement of Work, the Statement of Work shall prevail. Final payment shall not be made to Contractor prior to the written confirmation by the County's Chief Information Officer or their written designee that the Products and System have successfully passed the Final Acceptance Criteria in accordance with the procedures set forth in this Section 6.2, unless otherwise stated in the applicable Work Authorization ("Final Acceptance"). County's live production use of the System for ten (10) consecutive business days without written notice to Contractor within that ten-day period of material error shall be considered Final Acceptance.

6.2.1. The testing period shall commence on the first business day after Contractor informs County in writing that it has completed the Services required to be performed prior to testing and that the System is ready for testing, and shall continue for a period of up to fifteen

(15) days, unless otherwise stated in the applicable Work Authorization. During the testing period, County may notify Contractor in writing of any error or defect in the System so that Contractor may make any needed modifications or repairs. If Contractor so elects in writing, testing will cease until Contractor resubmits for Final Acceptance testing, at which time the testing period shall be reset to that of a first submission for testing.

6.2.2. County shall notify Contractor in writing of its Final Acceptance or rejection of the Products, or any part thereof, within five (5) business days after the end of the testing period, as same may be extended or reset. If County rejects the Products, or any part thereof, County shall provide notice identifying the criteria for Final Acceptance that the Products failed to meet. Following such notice, Contractor shall have thirty (30) days to (a) modify, repair, or replace the Products or any portion thereof, or (b) otherwise respond to County's notice. If Contractor modifies, repairs, or replaces the Products or portion thereof, the testing period shall recommence consistent with the procedures set forth above in this Section 6.2.

6.2.3. If Contractor fails to remedy the reason(s) for County's rejection of the Products, or any part thereof, within ninety (90) days after County's initial notice of rejection, County may elect, in writing, to either accept the Products in their current form or to reject the Products and terminate the applicable Work Authorization. If County elects to reject the Products in whole provided under the Work Authorization and terminate the applicable Work Authorization, then within fifteen (15) days after such notice, Contractor shall refund to County any amounts paid for the Products and Services specific to that Work Authorization or credit such amount against the next invoice to County. If County elects to accept the Products in their current form (partial acceptance), Contractor shall continue to use its commercially reasonable efforts to remedy the items identified in the applicable notice of rejection unless otherwise agreed upon by the Parties in writing. If, despite such continuing efforts, Contractor fails to remedy the issue(s) identified by County within a reasonable time as determined by County, then County shall have the right to reject the Products and Services applicable to that Work Authorization System and terminate the applicable Work Authorization on the terms stated above in this section. County's live production use of the Products for ten (10) consecutive business days without written notice to Contractor within that ten-day period of material error shall constitute Final Acceptance. If County has not issued written notice of rejection or Final Acceptance within ninety (90) days after Contractor has submitted the Products and System for Final Acceptance testing, Contractor may invoice for any interim deliverables or work that have been completed in accordance with the Agreement, pending formal notice of Final Acceptance.

ARTICLE 7. CONFIDENTIAL INFORMATION, PROPRIETARY RIGHTS, SECURITY REQUIREMENTS

7.1. Contractor Confidential Information. Contractor represents that the Software and the Subscriptions contain proprietary products and trade secrets of Contractor. Accordingly, to the full extent permissible under Applicable Law, County agrees to treat intellectual property within the Software or the Subscriptions, inclusive of source code, object code, and intangible Work Product, and Documentation that is made available to County within Contractor's restricted

portal, as confidential in accordance with this article. For any other material submitted to County, Contractor must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Contractor contends, constitutes, or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Contractor asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Contractor must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Contractor must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Contractor as Restricted Material or for trade secret material in the Software or the Subscriptions, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Contractor, or the claimed exemption is waived. Any failure by Contractor to strictly comply with the requirements of this section shall constitute Contractor’s waiver of County’s obligation to treat the records as Restricted Material. Contractor must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, arising from County’s nondisclosure of Restricted Material or materials relating to the Software or the Subscriptions in response to a third-party request to the extent such nondisclosure was based upon Contractor’s designation of such as Restricted Material or a trade secret; for clarity, the indemnification obligation of this section shall not apply to the extent the claim arose from County’s nondisclosure despite Contractor’s prior authorization for disclosure of the applicable Restricted Material.

7.2. County Confidential Information. All County materials, data, transactions of all forms, financial information, documentation, inventions, designs, and methods that Contractor obtains from County that are submitted to and processed by the Subscriptions in connection with this Agreement (“County Data”), or in which County holds proprietary rights, collectively with County Data, constitute “County Confidential Information.” All County-provided employee information, financial information, and personally identifiable information for individuals or entities interacting with County (including, without limitation, social security numbers, birth dates, banking and financial information, and other information deemed exempt or confidential under Applicable Law) also constitute “County Confidential Information.” For the avoidance of doubt, Work Product shall not constitute County Confidential Information. “County Confidential Information” shall not include information (a) publicly available through no breach of the Agreement, (b) independently developed or previously known to Contractor, without restriction, prior to disclosure by the County, (c) or lawfully acquired from a third party not under an obligation of confidentiality.

7.2.1. County Confidential Information may not, without the prior written consent of County, or as otherwise required by Applicable Law, be used by Contractor or its employees,

agents, Subcontractors, or suppliers for any purpose other than as authorized by this Agreement. Neither Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license, or otherwise make available to any other person or entity any County Confidential Information without the prior written consent of County except as set forth in this Agreement.

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

7.3. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Contract Administrator, Contractor is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any County Data or PHI of County. Contractor must ensure that any use of generative artificial intelligence tools by Contractor or its Subcontractors does not involve the disclosure of County Confidential Information or PHI for large language model learning or training. Contractor must implement and maintain reasonable and appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

7.4. Maintenance of Confidential Information. Each Party shall advise its employees, agents, Subcontractors, and suppliers who receive or otherwise have access to the other Party's Confidential Information (as described in Section 7.1 or Section 7.2, as applicable) of their obligation to keep such information confidential, and shall promptly advise the other Party in writing if it learns of any unauthorized use or disclosure of said Confidential Information. In addition, the Parties agree to cooperate fully and provide all reasonable assistance to ensure the confidentiality of the other Party's Confidential Information as described in this article.

7.5. County Proprietary Rights. Contractor acknowledges and agrees that County retains all rights, title, and interest in and to all County-provided proprietary materials, data, documentation (excluding Work Product), and copies thereof furnished by County to Contractor under this Agreement, including all copyright and other proprietary rights therein, which Contractor as well as its employees, agents, Subcontractors, and suppliers may use only in connection with the performance of this Agreement.

7.6. Contractor Proprietary Rights. County acknowledges that Work Product, Subscriptions, Third-Party Solutions, Documentation, and Contractor Confidential Information are the sole property of Contractor or third-party licensor. County shall not have any right, title, or interest to any such Software or Subscriptions except as expressly provided in this Agreement and shall take reasonable steps to secure and protect the Software and the Subscriptions consistent with maintenance of Contractor's proprietary rights therein.

7.7. Data and Privacy. Contractor shall comply with all applicable data and privacy laws and regulations, including without limitation Section 501.171, Florida Statutes, and shall ensure that

County Data and/or PHI processed, transmitted, or stored by Contractor through the Subscriptions 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 County or County-provided personal identification information (as defined by Sections 501.171, 817.568, or 817.5685, Florida Statutes) that Contractor may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. 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 industry standard practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

7.8. Entities of Foreign Concern. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of Contractor hereby attests under penalty of perjury as follows: Contractor is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Contractor; and the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

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

7.10. Restricted Rights. Contractor represents that the Subscriptions are commercial computer software programs developed exclusively at private expense. Use, duplication, and disclosure by civilian agencies of the U.S. Government or by County shall be in accordance with FAR 52.227-19(b). Use, duplication, and disclosure by federal Department of Defense agencies are subject solely to the terms of the Agreement, a standard software license agreement, as stated in Defense Federal Acquisition Regulation Supplement 227.7202.

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

ARTICLE 8. REPRESENTATIONS AND WARRANTIES

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

8.2. Limited Warranty. Contractor represents and warrants to County that, throughout the Term, the Subscriptions will perform substantially as described in the Documentation and in Exhibit A when operated in accordance with the Agreement and Documentation. This warranty does not cover any failure of the Products to the extent resulting from: (a) use of the Products in a manner other than that for which they were intended or in breach of the Agreement, or in violation of Applicable Law (except to the extent use in violation of Applicable Law was caused by Contractor); (b) any modification of the Products by or at the direction of County that is not authorized by Contractor; or (c) County's provision of improperly formatted data to be processed through the System. Contractor shall assist County in the exercise of available rights for any third-party warranty(ies) for Third-Party Solutions as set forth in the applicable end user license agreement.

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 Services or Products involve the acceptance, processing, transmission, or storage of any credit cardholder data, Contractor represents and warrants that the Services and Products comply with the most recent Security Standards Council's Payment Card Industry ("PCI") Payment Application Data Security Standard ("DSS") and that such compliance will be maintained throughout the Term. Contractor shall also ensure, for the duration of the Agreement, that all electronically printed receipts generated in connection with the Services or Products comply with the Fair and Accurate Credit Transactions Act ("FACTA"), 15 U.S.C. § 1681c(g), as amended, including that card numbers and expiration dates are properly truncated in accordance with the requirements of FACTA.

8.4. ADA Compliance. Contractor represents and warrants that the Products and System comply with the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and all other Applicable Law. Contractor further represents and warrants that the Subscriptions provided to County for online utilization will 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 or required by Applicable Law no later than the deadlines required under applicable law, including without limitation Extension of Compliance Dates for Nondiscrimination on the Basis of Disability; Accessibility of Web Content and Mobile Apps, Interim Final Rule, 91

Fed. Reg. 20902 (Apr. 20, 2026). Upon request, Contractor will provide County with any accessibility testing results and written documentation verifying accessibility, as well as promptly respond to and address 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 U.S. 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. The sole and exclusive remedy for Contractor's breach of the warranty contained in this Section 8.5 is the applicable indemnification and other remedies set forth in Article 9.

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

8.7. Solicitation Representations. Contractor represents and warrants that, to the best of Contractor's information and belief, 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.

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

8.9. Truth-In-Negotiation Representation. Contractor's compensation under this Agreement is based upon its representations to County, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including without limitation those made by Contractor during the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation may be reduced by County, in its sole reasonable discretion, to correct any material inaccurate, incomplete, or noncurrent information provided to County as the basis for Contractor's compensation in this Agreement.

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

8.11. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Contractor represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it has not been identified as a company or other entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and throughout the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and throughout the Term will remain, in compliance with Section 286.101, Florida Statutes.

8.12. 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.

8.13. Verification of Employment Eligibility. Contractor represents that Contractor 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. Except as otherwise prohibited by law or agreed to by the Parties, if Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor shall be liable for any additional costs incurred by County as a result of the termination.

8.14. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified and, to the extent required, licensed and certified by all appropriate governmental authorities to perform such Services, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Contractor represents and warrants that the Services shall be performed in a skillful and respectful manner, that it has or will obtain all necessary permits and approvals by applicable regulatory entities to perform the Services unless otherwise expressly stated herein, and that the quality of all Services shall comply with the Agreement.

8.15. Prohibited Telecommunications. Contractor represents and certifies that Contractor and all Subcontractors do not use, and throughout the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

8.16. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Contractor represents and certifies that Contractor will comply with Section 26-125(d) of the Code throughout the Term.

8.17. Breach of Representations. Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor stated in this article. Unless otherwise expressly stated herein, the Parties acknowledge and agree that the foregoing shall be the sole and exclusive remedy for a breach of the warranties in Article 8, provided that (i) this shall not limit County's right to seek damages or other available remedies for breaches of other provisions of the Agreement if such breaches arise out of the same event or events that gave rise to the breach of warranty; and (ii) this shall not serve to limit or alter WellSky's obligations set forth in Exhibit D.

8.17.1. In the event of a breach of the representations, warranties, or certifications stated in Sections 8.2, 8.3, 8.4 or 8.14: upon notice to Contractor of the applicable non-conformity, Contractor shall use commercially reasonable efforts to correct such non-conformity by repairing the Subscriptions, and/or reperforming the Services in no more than 60 days. County will provide timely access to any technical support, facilities, hardware, software or information necessary for Contractor to complete such work. After Contractor redelivers the Subscriptions or reperforms the Services, County shall have 30 days to provide Contractor notice that the Subscriptions or Services continue not to work in accordance with its Documentation in all material respects and the applicable warranty and describing such non-conformity in detail. After Contractor receives such notice, Contractor shall have an additional cure period of 30 days to correct the non-conformity. If the non-conformity is still not corrected after that cure period, County may pursue all other remedies under this Agreement or Applicable Law. Notwithstanding the foregoing, Contractor shall not be responsible for any non-conformity that arises as a result of (a) any act or omission of County, including a failure to use the Subscriptions or Services in conformance with the Documentation or Applicable Law (except to the extent use in violation of Applicable Law was caused by Contractor), or (b) any failure of any component of any County-supplied software, equipment, or other third-party materials other than Third-Party Solutions.

8.17.2. In the event of a breach of the representations, warranties, or certifications stated in Article 8 other than in Sections 8.2, 8.3, 8.4, or 8.14, County may exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of reasonable damages incurred as a result of such breach; (b) termination of the Agreement without any further liability to Contractor for Products, Subscriptions, or

Services not yet provided; (c) set off from any amounts due Contractor the full amount of any damage incurred as a result of such breach; and (d) debarment of Contractor.

8.18. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, CONTRACTOR DISCLAIMS ALL WARRANTIES AND INDEMNITIES, ORAL, WRITTEN, EXPRESS, IMPLIED, OR STATUTORY; INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, ANY WARRANTY OF NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM TRADE PRACTICE, COURSE OF PERFORMANCE, OR COURSE OF DEALING. CONTRACTOR DOES NOT WARRANT THAT THE SUBSCRIPTIONS, SERVICES, ADVANCED TECHNOLOGIES (OR ANY RESULTS), OR THIRD-PARTY SOLUTIONS SHALL BE ERROR-FREE, ACCURATE, OR UNINTERRUPTED, THAT ALL DEFECTS SHALL BE CORRECTED, OR THAT THE SUBSCRIPTIONS, SERVICES, OR THIRD-PARTY SOLUTIONS SHALL MEET COUNTY'S REQUIREMENTS. NOTHING IN THIS SECTION MODIFIES, DIMINISHES, OR ALLEVIATES ANY OF THE OBLIGATIONS OF CONTRACTOR TO PROVIDE THE SERVICES REQUIRED UNDER EXHIBIT D.

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, 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 arising from or alleged to arise from, in whole or in part: (a) (i) bodily injury to or death of any person, or (ii) damage to, or loss or destruction of any real or tangible personal property, arising from Contractor's or its officer's, employee's, or agent's intentional or willful misconduct or gross negligence in performance of its obligations under this Agreement; or (b) intellectual property infringement (collectively, a "Claim"), provided that for the avoidance of doubt such indemnity under (a) shall not apply to Claims that arise out of the design or functionality of the Subscriptions or the Services as described in the Documentation or the intended use of the Subscriptions or the Services. The obligations of this section shall survive the expiration or earlier termination of this Agreement. "Gross negligence" means, for purposes of this Agreement, an act or omission: (i) which when viewed objectively from the standpoint of the actor at the time of its occurrence involves an extreme degree of risk, considering the probability and magnitude of the potential harm to others; and (ii) of which the actor has actual, subjective awareness of the risk involved, but nevertheless proceeds with conscious indifference to the rights, safety, or welfare of others.

9.2. Infringement Remedy. If any of the Subscriptions or any portion thereof are finally adjudged to infringe, or in Contractor's opinion are likely to become the subject of such a Claim under Section 9.1(b), Contractor shall, at County's option, either: (i) procure for County the right to continue using the Subscriptions; (ii) modify or replace the Subscriptions to make them noninfringing; or (iii) refund to County any prepaid amounts for Subscriptions and associated Services not yet performed. Contractor shall have no liability regarding any Claim caused by: (a) any modification to the Subscriptions made by or at the direction of County not specifically

authorized in writing by Contractor; (b) use of the Subscriptions with non-Contractor software (excluding Third-Party Solutions) or non-Contractor equipment; or (c) use of the Subscriptions in violation of the Agreement, Applicable Law (except to the extent use in violation of Applicable Law was caused by Contractor), or not in conformance with the Documentation.

9.3. Indemnification Procedures. To be indemnified, County must: (a) give the other Party written notice of such Claim promptly upon receipt (unless the other Party already has notice); and (b) give Contractor authority and provide such information and assistance as may be reasonably requested for the Claim's defense and settlement. County has the right, at its option, to join in the defense and settlement of such Claim and to employ counsel at its own expense, but Contractor shall retain control of the defense, provided County may require Contractor's selection of alternate counsel in the event such counsel is adverse to County or is subject to a conflict under Florida law. Contractor has the right to settle the claim so long as the settlement does not require County to pay any money or admit any fault without County's prior written consent, which will not be unreasonably withheld, conditioned, or delayed.

9.4. Limitation of Liability.

9.4.1. Subject to Section 9.4.2 and 9.4.3, 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; or (b) two times the fees paid by County for the twelve-month period preceding the event giving rise to a claim under the Agreement.

9.4.2. The limitations of liability in Section 9.4.1 shall not apply to (i) any intentional or fraudulent misconduct, (ii) Contractor's indemnification obligations, including attorney's fees, for Claims under Section 9.1(b), (iii) County's payment obligations; (iv) violations of Section 3.2.4, 7.1, 7.2, or 7.6 of the Agreement, or (v) litigation costs and expenses, including reasonable attorney's fees, resulting from indemnification obligations under this Agreement.

9.4.3. The limitation set forth in Section 9.4.1 shall not apply to (i) either Party's breach of confidentiality obligations stated in this Agreement, (ii) Contractor's breach of PHI obligations, (iii) Contractor's indemnification obligations under Section 9.1(a), or (iv) County's violations of Section 3.2.1, 3.2.2, or 3.2.3; for which each Party's maximum liability shall not exceed \$1,000,000.

9.4.4. NEITHER PARTY SHALL BE LIABLE FOR THE OTHER PARTY'S SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES RESULTING FROM LOST DATA OR RECORDS), 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 BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONTRACTOR DISCLAIMS LIABILITY ARISING OUT OF OR RELATED TO DATA PROCESSED BY COUNTY'S USE OF ANY VIDEO, EMAIL, TEXTING AND/OR RELATED TELEPHONY

SERVICES, IN EACH INSTANCE ONLY IF TRANSMITTED OUTSIDE OF THE SYSTEM. CONTRACTOR SHALL NOT BE DEEMED TO BE ENGAGED, DIRECTLY OR INDIRECTLY, IN THE PRACTICE OF MEDICINE OR THE DISPENSING OF MEDICAL SERVICES AND DISCLAIMS ANY RESPONSIBILITY FOR ACTIONS OF COUNTY OR ITS CARE PROVIDERS OR CASE MANAGERS ARISING FROM THE PROVISION OF DIRECT CARE OR CASE MANAGEMENT TO INDIVIDUALS. SUBSCRIPTIONS, SERVICES, ADVANCED TECHNOLOGIES (OR ANY RESULTS), THIRD-PARTY SOLUTIONS, OR RESULTING RECOMMENDATIONS OR GUIDANCE, ARE NOT A SUBSTITUTE FOR PROFESSIONAL JUDGMENT.

ARTICLE 10. INSURANCE

10.1. Throughout the Term, Contractor shall, at its sole expense, maintain at least the 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 acts or omissions by Contractor, its agents, representatives, or employees, in connection with this Agreement. County reserves the right, no more than once annually, to review and adjust the limits and types of coverage required under this article; the Parties shall document by amendment any agreed upon modifications to the insurance requirements under this Agreement.

10.2. Contractor shall ensure that "Broward County" is included as an additional insured with blanket endorsement as stated in Exhibit E on all policies required under this article.

10.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, as may be requested by County, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. In the event of a claim, Contractor shall provide, within thirty (30) days after receipt of a written request from County, a copy of the policies providing the coverage required by this Agreement. Contractor may redact portions of the policies that are not relevant to the insurance required by this Agreement.

10.4. Contractor shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required of Contractor has been completed, as determined by Contract Administrator. Contractor or its insurer shall provide notice to County of any cancellation or nonrenewal of any required policy at least thirty (30) days prior to the effective date of cancellation or nonrenewal, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

10.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

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

10.7. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit E and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor shall obtain same in endorsements to the required policies.

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

10.9. Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor.

10.10. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit E; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit E.

ARTICLE 11. TERMINATION

11.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in material breach has not corrected the breach within sixty (60) days after receipt of written notice from the aggrieved Party identifying the breach. Use of the Subscriptions, Upgrades, or Third-Party Solutions, in violation of Applicable Law is a material breach of the Agreement, except to the extent such violation is caused by Contractor's breach of this Agreement. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

11.1.1. Contractor's (a) material breach of its obligations under the contract, (b) suspension or debarment by a state or federal governmental entity or by a local governmental entity with a population in excess of one million people, or (c) repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

11.1.2. By the County Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for fraud, misrepresentation, or material misstatement by Contractor in the award or performance of this Agreement or that violates any applicable requirement of Section 1-81, et seq., of the Code; or

11.1.3. By the Director of OESBD upon the disqualification of Contractor as a CBE if Contractor's status as a CBE was a factor in the award of this Agreement, or upon the disqualification of one or more of Contractor's CBE participants by the Director of OESBD if any such participant's status as a CBE firm was a factor in the award of this Agreement.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 11.2 effective thirty (30) days after such notice was provided and Contractor shall be eligible for the compensation provided in Section 11.2 as its sole remedy for County's termination of the Agreement.

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

11.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

11.4. In addition to any termination rights stated in this Agreement except as otherwise set forth in the Agreement, each Party shall be entitled to seek any and all available contractual or other remedies available at law or in equity (including injunctive relief) due to the other Party's failure to comply with any term(s) of this Agreement, unless otherwise expressly stated herein.

11.5. Effect of Termination. Upon termination of the Agreement, County shall immediately cease all use of the Subscriptions and/or Third-Party Solutions, and the licenses and rights

granted to County under the Agreement shall terminate and revert to Contractor. County shall, within ten (10) days following such termination, destroy or return to Contractor all readily accessible magnetic media or tangible items and material containing the Subscriptions and Third-Party Solutions and its Documentation, and all Contractor Confidential Information, and certify such return or destruction in writing to Contractor. If and to the extent any such material is retained by County, such retention shall be subject to the confidentiality obligations stated in this Agreement.

ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 13. MISCELLANEOUS

13.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Agreement. Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Statement of Work except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Statement of Work that do not increase the total cost to County or waive any rights of County.

13.2. Ownership Rights. County shall own all right, title, and interest in County Confidential Information, including any report, document, or log generated by the System (excluding any underlying Work Product or Contractor Confidential Information) that contains or references County Data. Contractor shall own all right, title, and interest in or to all Contractor Confidential Information, Work Product, Products, and Upgrades.

13.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

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

13.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that

does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

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

13.3.4. Upon expiration or termination of this Agreement, transfer to County, at no cost, all public records in possession of Contractor relating to County Data or keep and maintain public records required by County to perform the Services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records: Contractor shall meet all requirements of Applicable Law for retaining public records; and all records stored electronically must be provided to County upon written request in an industry standard format that is compatible with the information technology systems of County.

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

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 that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form or in a form capable of conversion into written form within a reasonable time; upon request by County, Contractor shall make same available to County in written form at no cost and allow County to make copies. County shall be allowed to interview designated employees, as mutually identified by the Parties, to discuss matters pertinent to the performance of this Agreement. Upon written request by County, Contractor will obtain any documents from Subcontractors reasonably necessary for County to complete any audits initiated by County under this provision.

Contractor and all 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. This section shall survive any dispute or litigation between the Parties, and Contractor expressly acknowledges and agrees to be bound by this section throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Contractor hereby grants County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, in a time and manner agreed upon by the Parties. Contractor shall make all such records and documents available electronically, in common file formats, and/or via remote access, if and to the extent requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any overpayment based upon such entry. Contractor shall refund to County any overcharged amount identified as a result of an audit, regardless of the amount of the overcharge.

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

13.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

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

13.9. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). A Party may change its notice address by giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Human Services Department
Attn: Ricardo P. Moore, Information Systems Manager
115 South Andrews Avenue, Room 318, Fort Lauderdale, Florida 33301
Email address: rpmoore@broward.org

FOR CONTRACTOR:

WellSky Corporation
Legal Department
11300 Switzer Road, Overland Park, KS 66210
Email address: contractnotices@wellsky.com

13.10. Subcontracting; Assignment; Change of Control. Neither this Agreement nor any right or interest in it may be assigned, transferred or encumbered by Contractor without the prior written consent of County. No subcontracting (other than to approved Subcontractors Iron Mountain and SAP) is permitted without prior written approval by County. Any assignment, transfer, or encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to reasonably condition its approval of any assignment, transfer, encumbrance, or subcontract upon further necessary, reasonable, and customary due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence, provided approval shall not be unreasonably withheld, conditioned, or delayed.

13.11. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Contractor's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Contractor is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform Services, 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. Either Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be

construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

13.13. Compliance with Laws. Each party, in the performance of the Services, must comply with all Applicable Law, including as provided in Section 8.4, ADA Compliance, of this Agreement.

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

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

13.16. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

13.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

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

13.19. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Contractor.

13.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

13.21. HIPAA Compliance. County has access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. Contractor is considered by County to be a 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: (a) fully protect individually identifiable health information as required by HIPAA and/or HITECH; and (b) comply with the Business Associate Agreement attached hereto as Exhibit H. Where required, Contractor shall handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or earlier termination of this Agreement. Contractor will maintain business associate agreements with applicable Subcontractors as required under Section 4.5 of Exhibit H.

13.22. Payable Interest.

13.22.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and Contractor waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

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

13.23. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

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

13.25. Use of County Name or Logo. Contractor shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator, provided Contractor may include the name of County on its client list (orally or in print) for matter of reference and promotional purposes.

13.26. Polystyrene Food Service Articles. Contractor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.172, Broward County Administrative Code.

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

13.28. Review. Contractor reserves the right to review County's use of the Subscriptions and Third-Party Solutions. If the review determines that County exceeds the permitted number of users for the Subscriptions or Third-Party Solutions, County shall be responsible for the applicable fees and expenses as set forth in Exhibit B.

13.29. Discounts. County is reminded that if the purchase includes a discount or loan, County may be required to fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal health care program, including but not limited to Medicare and Medicaid, as required by federal law – see 42 CFR 1001.952 (h).

13.30. Survival. The following sections shall survive termination or expiration of the Agreement: Articles 7, 9, 11, and 13; Sections 8.18 and 8.19; any other provision that explicitly requires survival under its terms; as well as any obligation to pay fees arising prior to termination or expiration.

13.31. Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of causes beyond the reasonable control of a Party, including hurricane, earthquake, or other casualty caused by nature, epidemic, pandemic, or other public health emergency, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency (collectively, "Force Majeure Event"), the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the affected Party shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such inability to perform due to the Force Majeure Event exceeds sixty (60) consecutive days, the Party that was not prevented from performance by the Force Majeure Event has the right to terminate this Agreement upon written notice to the other Party. This section shall not supersede or prevent the exercise of any right either Party may otherwise have to terminate this Agreement.

13.32. Professional Responsibility. County acknowledges that Subscriptions may provide recommendations to healthcare professionals, which may include the product of Advanced Technologies. County agrees that neither County nor any Permitted User shall rely primarily on the recommendation of the Subscriptions to make a decision. The Permitted User must

independently review the basis of the recommendation of the Subscriptions. Permitted Users must use their independent judgment, their expertise, and patient-specific information as the basis of all decisions.

13.33. Purchase Orders; Acceptance of Quotes; Access. If either Party submits terms that add to, vary from, or conflict with the terms herein in connection with a price quotation or in a purchase order, any such terms are of no force and effect and are superseded by the Agreement.

13.34. Use of Advanced Technologies. Notwithstanding anything else stated herein, the provisions of this Section 13.34 are expressly subject to the provisions of Section 7.3, and the provisions of Section 7.3 shall prevail and control in the event of a conflict with the provisions of this Section 13.34. Subscriptions and Third-Party Solutions may use and/or include Advanced Technologies. Such Advanced Technologies will create, generate, interpret, summarize, infer, transcribe, and/or predict results and will provide information, outputs, data, content, interpretations, inferences, records, recommendations, and/or guidance (“Results”) to users of the software, products, and services provided by Contractor. County’s use of the Advanced Technologies and their Results is subject to Contractor’s Advanced Technologies Policy, which can be found at <https://wellsky.com/advanced-technologies-policy/> or such other URL provided by Contractor.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2026; and WellSky Corporation, signing by and through its duly authorized representative.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

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

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney

By Sara Cohen Digitally signed by Sara Cohen
Reason: Approved as to form
Location: Broward County
Attorney's Office
Date: 2026.07.24 19:17:07 -04'00'
Sara F. Cohen (Date)
Assistant County Attorney

By  Rene D. Harrod
cn=Rene D. Harrod, o=Broward
County, ou=Broward County
Attorney's Office,
email=rharrod@broward.org, c=US
René D. Harrod (Date)
Chief Deputy County Attorney

SC
WellSky HMIS Agreement
06/29/2026
#1231744.2

**TECHNOLOGY PRODUCTS AGREEMENT BETWEEN BROWARD COUNTY AND WELLSKY
CORPORATION FOR HOMELESS MANAGEMENT INFORMATION SYSTEM
(RFP # TRN2129615P1)**

CONTRACTOR

WELLSKY CORPORATION

By: Steve Greenberg
Authorized Signer

Steve Greenberg SVP
Print Name and Title

23rd day of July, 2026

Exhibit A Statement of Work

Contractor shall provide the following work under this Agreement:

1. Project Request

County has used the WellSky Community Services Platform as its Homeless Management Information Systems solution since May 7, 2013. Contractor will continue to provide to Broward County Human Services Department ("HSD"), Housing Options, Solutions and Supports Division ("HOSS-D") its WellSky Community Services Platform ("WellSky Platform"). For the purposes of the Agreement, System shall mean WellSky Platform. The WellSky Platform will capture client-level information over time on the characteristics and service needs of individuals at-risk of, and experiencing, homelessness. The WellSky Platform will have the capacity to integrate and de-duplicate data from all homeless assistance and homelessness prevention programs within the Homeless Continuum of Care (HCoC). The WellSky Platform follows industry best practices to collect and store client-level data, expands standard data analysis and custom reporting capabilities, provides advanced data sharing interface capabilities to eliminate duplicate client data entry with third-party databases utilized by participating agencies, and provides advanced data presentation tools including community dashboards as mandated by HUD. The WellSky Platform is provided as a Software as a Service (SaaS) delivered over the internet.

The WellSky Platform, Third-Party Solutions, Support and Maintenance, and Services provided under this Agreement are as follows.

2. Services Description

As described in the Documentation and this Agreement, Contractor shall provide the Subscriptions, Support and Maintenance Services, Third-Party Solutions, and applicable Services as set forth in Exhibit B. The System/Subscription, WellSky Community Services, supports the collection and storage of client-level data to include unduplicated counts of individuals and families experiencing homelessness and will perform the functionalities as detailed in the Final Acceptance Functionality Criteria (Section 6, below) and this Statement of Work ("SOW").

A. **Subscription.** Contractor will provide the following Subscription under this Agreement:

Software Suite, Version & Module	Quantity & Type of License (e.g., Enterprise, User, Third-Party)	Describe Purpose, Functionality & Expected Operation of Software
*WellSky Community Services Platform	512 named user licenses	Functionalities detailed below.

* Includes Third-Party Solutions – SAP Business Objects, which is governed by the EULA (<https://wellsky.com/sap-eula/>). Notwithstanding anything to the contrary, the parties acknowledge that any required indemnity shall not apply to County.

The Subscription shall provide, at a minimum, the following functionalities as described in the Documentation, except as noted below:

- 508 Compliance: Individuals with disabilities or with special needs can enter and report data as set forth in Section 8.4 (ADA Compliance). <https://www.section508.gov/>
- Account Inquiries: Account inquiries by client account, pay source, service code, etc.
- Active Directory Authentication: Integrates with Active Directory for user authentication and account management.
- Assessments: Allows the creation of customizable assessments providing a summary rating/score value and attach assessments to a client record. Collect assessment data for the coordinated entry process.
- Audit Module: Generate access logs and reports for auditing purposes.
- Back-up and Recovery: Maintain backup, restoration and recovery procedures, off-site secured data storage, and emergency technical support.
- Barcode, Scan Card or Biometric Capabilities: Allows barcode, scan card, or biometric capabilities for data entry.
- Bed And Unit Management: Provide bed and unit management feature to allow for expedient entry and exit into specific beds and units that feeds to real time vacancy.
- Billable and Non-billable Services: TrackingRecord activities related to both billable and non-billable services to include notes during the provision of services.
- Calendar: Provide date fields with calendar functionality to facilitate user friendly data entry.
- Case Management: Provide a module for case management including case notes, goal plans, and housing plans.
- Case Notes: Offer case notes accessibility based on user's assigned role including ability to add and modify text within data fields on the client record; and create and attach file attachments to the client record.
- Case Plan Review: Conduct case plan review (with date based on the execution date of the Plan and program requirements) during the provision of services.
- Case/Care Plans: Create customizable Case/Care Plans with defined goals, outcomes, strengths, problem levels, barriers & actions steps.
- Client Data Entry: Collect, store, and handle the data elements and response categories that are required in order to continue to receive federal funding from HUD and other sources as dictated in the most recent HMIS Data Standards (2024).
- Client Photo: Upload and store a photo to identify the client.
- Comma-Separated Values (CSV) Export and Import: System Administrators have the ability to export System data per the current HUD HMIS CSV Specifications standard format. This capability is included in the fees described in Exhibit B. Also included in the fees described in

Exhibit B is the ability for one organization to import a HUD HMIS .CSV file on a daily basis via an automated process designed and implemented prior to this Agreement. WellSky supports the current version of the HUD HMIS .CSV standards as may be updated from time to time and published by HUD at <https://files.hudexchange.info/resources/documents/HMIS-CSV-Format-Specifications.pdf>. Additional organizations can import HUD HMIS .CSV files using this existing process for additional fees as described in Exhibit B of this Agreement.

- Common Program Specific Data Elements (PSDE): Generate all the common PSDE and response categories. HMIS Data Standards Manual: <https://www.hudexchange.info/resource/3824/hmis-data-dictionary/>
- Contract Life Cycle: Manage contract life cycle, from start date, modifications, invoicing, monitoring, utilization, and outcome performance.
- Contracts Management: Administer and manage contracts/agreements/invoices with providers and reporting capabilities for contract utilization.
- Coordinated Entry: Incorporate coordinated entry processes including screening for diversion or prevention, assessing shelter and other emergency needs, identifying housing resources and barriers and evaluating vulnerability to prioritize for assistance.
- Coordinated Entry Process Reports: Generate coordinated entry process reports (including reports for prioritization, referral, and active list management purposes).
- Customizable Prioritization: Provide a customizable prioritization function that can be accessed by HMIS Solution users for coordinated entry process purposes.
- Data Collection: Collect data at different points throughout the data collection process, including the building of client records for street outreach projects for data prior to date of engagement.
- Data Dictionary: Provide a data dictionary that includes clear naming conventions and transparency in table structure to support reporting and data import and export.
- Data Element: Provide data element and response category definitions within the workflow for HMIS users.
- Data Management: Manage data by various and multiple funding sources.
- Data Quality Reports: Generate data quality reports per HUD data standards for each provider, project, or program type, as well as for entire HCoC.
- Data Validation: Provide reporting capabilities that have drill down functionality to permit the user to ensure the data contained within reports is valid.
- De-Duplication Process: Manage record de-duplication via a client record merger feature or other functionality. HEARTH Act. Title IV, Subtitle A, S. 402(f)(3)(a).
- Devices: Support safe access from multiple devices including computers, smart phones, and tablets.

- Document Upload: Upload documents to client files.
- Duplication Prevention: Prevent duplicate client record creation.
- Electronic Signatures: Collect electronic signatures on assessments and the release of information tab.
- Eligibility Process: Determine client eligibility for different projects/services and benefits based on provider, program requirements and procedure criteria.
- E-Mail Notification: Produce e-mail notification for HMIS Solution user level action items.
- Export Data to Common Platforms: Provide report functionality that allows for export into other common report platforms [e.g. Tableau, Statistical Package for the Social Sciences (SPSS)].
- External Upload: Upload required information to funding and certifying sources.
- Federal Partners Reports: Provide up-to-date federal partner reports for HUD, Substance Abuse and Mental Health Services Administration (SAMHSA), Runaway and Homeless Youth (RHY), and the Veterans Affairs (VA). Federal partner Program Manuals: <https://www.hudexchange.info/programs/hmis/hmis-guides/#hmis-federal-partner-grantees-resources>
- Financial Summary Reports: Generate financial summary reports with limits to specific time periods or other criteria.
- Flexible Sharing of Data: Allow flexible sharing of data-by-data element, program and agency in accordance with HCoC privacy protocols and the client's wishes.
- Forms Builder: Create customized electronic assessment forms with field validation, electronic signatures, calculating fields, approval process, and export functions.
- General Reporting: Provide agency and project level reporting capabilities for use by HMIS Solution users beyond HUD and federal partner required reports (e.g., client served reports and dashboards).
- Geocoded Data: Track geocoded data that can be turned into maps and entered into the System.
- Historical Data: Provide access to historical data and archive client level data after 7 years. 2004 Technical Standards 5.2.1 Storage Requirements.
- Household ID: Dynamically manage households as members join and depart from the household. HMIS Data Standards. Data Dictionary 5.9 Household ID <https://www.hudexchange.info/resources/documents/HMIS-Data-Dictionary.pdf>
- HUD Deadlines: Meet HUD and federal partner deadlines for implementing data element, response category and report specification updates. <https://www.hudexchange.info/resource/3824/hmis-data-dictionary/>

- HUD-Required Reports: Provide up-to-date HUD-required reports Annual Progress Report (APR), Longitudinal Statistical Analysis (LSA), System Performance Measures (HUD SPM), Consolidated Annual Performance Evaluation Report (CAPER), and Data Quality Framework. HMIS Guidebooks, Templates, and Resources for HCoC Grant- Funded Programs: <https://www.hudexchange.info/programs/>
- Image Storage: Store image files and link them to client's and/or provider records without any limitation.
- Individual Federal Partner PSDE: Generate all the individual federal partner PSDE, and response categories. HMIS Data Dictionary: <https://files.hudexchange.info/resources/documents/HMIS-Data-Dictionary.pdf>
- Information Sharing: Allow for users to share information with other users with proper consent and remove sharing capability when consent revoked or expires.
- Interface Capability: Interface with other internal and external systems through import/export routines (refer to section 3.1.4. Interfaces/Integration).
- Merge Duplicate Records: Merge duplicate client records.
- Metadata Elements (ME): Generate all the ME. HMIS Data Dictionary: <https://files.hudexchange.info/resources/documents/HMIS-Data-Dictionary.pdf>
- Online, real-time access: Provide online data entry and real-time data access.
- Password Requirements: Force users to change their password after a configurable amount of time (current County standard is 45 days) and meet County's complexity requirements provided in writing to Contractor and reasonably agreed upon by the Parties.
- Password Reset: Provide functionality that allows HMIS Solution users to reset their passwords without HMIS Solution System Administrator assistance.
- Performance Outcome Reports: Generate customized quarterly and year to date outcome reports.
- Point In Time (PIT): Manage and report sheltered and unsheltered PIT data.
- Printing: Print assessments, reports, and documents.
- Program Enrollment: Process program enrollment for a client including the completion of required information and/or forms through Assessments (e.g., Complete Release of Information, Consent for Payment to Landlord (authorization to secure) Forms).
- Project Descriptor Data Elements (PDDE): Generate all the PDDE and response categories. HMIS Data Dictionary: <https://files.hudexchange.info/resources/documents/HMIS-Data-Dictionary.pdf>
- Rating And Ranking Reporting Capabilities: Provide rating and ranking reporting capabilities to aid with the HCoC Application.

- Real Time Data Analysis: Provide functionality that allows real time data analysis.
- Referrals: Make eligibility-informed referrals and track referral outcomes.
- Reporting Services: Generate customized ad-hoc intuitive reports and dashboards for analysis and performance measure results accessible to HMIS Solution administration.
- Resource Directory: Provide a resource directory that details the agency and program information as well as program eligibility and real time vacancies to facilitate the coordinated entry process.
- Resource Matrix: Maintain a matrix containing available resources in the community (both external provider agencies and internal programs) for Information and referral purposes.
- Scalability: Provide a scalable solution to support all internal and external users on a single database as agreed upon by the Parties.
- Service Tracking: Track and manage services delivered to a client by a provider through generating reports to determine service utilization patterns, percentage of clients who use multiple services, and assess service needs and gaps in delivery.
- Staff Supervision: Provide a tracking tool to capture information relating to internal staff supervision. Information to be captured will include date, beginning and ending time, supervisor and staff name to generate the PAR (Personnel Activity Report).
- System Access: Provide multiple, tiered levels of system access that provides access to only necessary data collection and reporting functionality for the HMIS Solution user to complete their responsibilities.
- System Administration: Provide functionality that allows HMIS Solution administrator(s) 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.
- System Alerts: Display system alerts that detail system-level information, agency-specific information and HMIS Solution user level action items.
- Testing Environment: Provide an easily distinguishable testing environment that mirrors the production environment.
- Timeliness of Data Reports: Generate reports for timeliness of data submission based upon HUD's requirements.
- Training: Offer training or support local HMIS Lead training development and delivery on data entry, workflow, security and privacy protocols and reporting.
- Training Environment: Provide an easily distinguishable training environment that generally mirrors the production environment (excluding interfaces).
- Unduplicated/duplicated Client Report: Generate a report containing unduplicated/duplicated clients.

- Universal Data Elements (UDE): Generate all the Universal UDE and response categories. HMIS Data Standards Manual: <https://www.hudexchange.info/resource/3824/hmis-data-dictionary/>
- User Access: Provide functionality that allows the HMIS Administrator(s) to manage user access through a username, password, and role-based access.
- Web Solution: Provide a web-based solution.
- Workflow: Provide logical workflow that eliminates redundant data entry and prevents wasted effort of data entry across multiple screens or modules. Provide data element and response category definitions within the workflow for HMIS Solution users.
- Workflow Builder: Create customized project-based workflows that may include forms and approvals that allow for “hard stops.”

3. Technical Approach

County has been utilizing the System since May 7, 2013. As such, there are no additional implementation services required for System implementation.

Operational Assessment

Within 120 days after the Effective Date, Contractor will complete an on-site comprehensive operational assessment to include opportunities to optimize current System configuration and the following:

- Configuration and Workflows: Contractor shall review current System configurations (workflows, data structures, user roles), perform an analysis of alignment with business processes for case management and coordinated entry, and identify optimization opportunities (configuration changes, automation, best practices).
- Stakeholder Engagement: Contractor shall engage key stakeholders through interviews and feedback sessions to ensure recommendations reflect operational needs.
- Gap Analysis & Risk Identification: Contractor shall perform a gap analysis to highlight areas where current practices may hinder compliance with HUD regulations related to HMIS data entry and reporting or operational efficiencies.
- Final Report of Recommendations: Contractor shall deliver a comprehensive post-assessment report detailing findings and prioritized recommendations, a System optimization plan outlining configuration changes and enhancements, a process alignment matrix mapping business processes to System capabilities, and an executive summary with a presentation of actionable next steps for leadership.

4. Interfaces.

The System interfaces with the following third-party products. Interfaces and integrations provided by Contractor will be fully supported by Contractor subject to applicable fees set forth in the Agreement. Contractor will assist County in identifying any additional interfaces needed to support County's business operations.

THIRD PARTY PRODUCTS	DESCRIPTION
Third-Party Case Management applications used by providers	Integration between HMIS Solution and third-party Case Management applications used by providers to eliminate dual entry (Bi-directional).
Tableau, Statistical Package for the Social Sciences (SPSS)	Report functionality that allows for export into other common report platforms (Unidirectional).

5. Managerial Approach

Contractor has identified certain key personnel who will be engaged in the delivery of the Subscription and Services, identified below (collectively "Key Personnel"). To the extent Contractor seeks or is required to make any change to the composition of the Key Personnel (other than at the direction of the County), Contractor will provide County with thirty (30) days' advance written notice (or as much advance notice as is possible if thirty (30) days' notice is not possible) regarding such changes and the management plan associated with such changes. County shall not be responsible for any additional costs associated with such change in Key Personnel.

The Key Personnel shall be as follows:

Contractor Participants:	Role	Contact Information
Mike Elder	Client Manager Success	Michael.Elder@WellSky.com 512-796-5541
Kouri Linder	Sr. Manager, Professional Services	Kouri.Linder@WellSky.com
David Tweedie	Solution Manager	David.Tweedie@WellSky.com
Tyler Pidgeon	Consultant III	Tyler.Pidgeon@WellSky.com
Justin Martin	Solution Engineer III	Justin.Martin@WellSky.com
Steven Millard	Sr. Solution Analyst	Steven.Millard@WellSky.com
Candice Hacker	Sr. Solution Architect	Candice.Hacker@WellSky.com

6. Final Acceptance Test Plan:

The System was previously accepted by County and therefore the current release and version is not subject to acceptance testing. County reserves the right to require acceptance testing for any subsequent Upgrade, or if any new software or subscriptions are purchased.

7. Optional Services:

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 request of County except in the event of termination for cause by Contractor, Contractor shall provide prompt, good faith, and reasonable assistance to County in disentangling County Data, business, and operations from the Subscriptions and, to the extent applicable, transitioning to a new software, system, or provider, subject to applicable fees. Notwithstanding the foregoing and upon written request no later than 30 days following Agreement expiration or termination, Contractor will provide the County a copy of the County Data in Contractor's then-current format. For the purposes of this Agreement, "County Data" shall mean any County-provided information as submitted to and processed by the Subscriptions.

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 the 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 B Payment Schedule

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

Professional Services

The following professional services will be invoiced on a one-time basis upon written notice of acceptance of the Operational Assessment Final Report of Recommendations by the County Contract Administrator.

Description	Unit	Fee
Operational Assessment: Detailed review of the current state of County's implementation and recommendations for improvements, including related to configuration and use of the System, data visibility settings, project setup, ROI, and training.	One-time fee	\$18,060

Services, Subscriptions, and Support and Maintenance Fees

The following fees include all costs to County for all Services, Subscriptions, and Support and Maintenance required by Contractor under the Agreement based upon the parameters stated in Exhibit A as of the Effective Date, which is for **512 users**. The applicable Total Annual Fee will be invoiced by Contractor annually in advance.

If and to the extent County increases or decreases user licenses or adds or removes Subscriptions or modules, the Annual Fee will be adjusted pro rata based upon the Per User Rate or the additional Subscription/module cost for the remainder of the applicable annual period (with any credit applied to the next invoice) and each subsequent annual period modified appropriately based upon the then-applicable users, Subscriptions, and modules. County may increase or decrease users at any time upon at least thirty (30) days prior notice to Contractor.

Period	Total Annual Fee for 512 Users
Year 1	\$105,522.74
Year 2	\$111,854.10
Year 3	\$118,565.35
Year 4	\$125,679.27
Year 5	\$133,220.03
(Optional) Year 6	\$141,213.23

Period	Total Annual Fee for 512 Users
(Optional) Year 7	\$149,686.02
(Optional) Year 8	\$158,667.18
(Optional) Year 9	\$168,187.22
(Optional) Year 10	\$178,278.45

The foregoing annual amounts include the following components, the pricing of which for Year 1 is included below solely for information purposes, including in the event County elects to modify the Services provided at any point in time (rates subject to annual increases of 6%):

Module/Services Component	Unit	Per Unit Fee
WellSky Community Services - Per User Fee - Tier III	512 User Licenses	\$117.10/yr
WellSky Community Services - Report User - Premium	5 User Licenses	\$87.50/yr
WellSky Community Services Report User - Basic	128 User Licenses	\$47.50/yr
WellSky Community Services - 211 LA County's Taxonomy of Human Services - Non-Profit	1 Taxonomy Subscription and Integration Fee	\$400.00/yr
WellSky Community Services - SSL Certificate	1 Certificate	\$400.00/yr
WellSky Community Services - Training Site	1 Site	\$3,000.00/yr
WellSky Community Services Module - Contact Center	1 Module	\$5,000.00/yr
WellSky Community Services Module - On/Off Site Tracker	1 Module	\$2,700.00/yr
WellSky Community Services Module - Service Scan	1 Module	\$2,500.00/yr
WellSky Community Services - Module - Eligibility Module	1 Module	\$5,000.00/yr
WellSky Community Services - Module - Client API	1 API User Account	\$2,500.00/yr
WellSky Community Services - Module - Fund Manager	1 Module	\$0/yr
WellSky Community Services - Export Payload – HUD HMIS0. CSV	1 Module	\$0/yr
Professional Services – Consul., Mgmt., & Maint. - Annual Fee – Flattened Database Export (MS SQL or .CSV format)	One Flattened Database Export Per Year	\$0/yr
Professional Services - Operational Assessment	1 Assessment	\$10,500 once
Professional Services - Client API Implementation Services	1 Implementation Package	\$1,260 once
Professional Services - Training - Remote - Webinar -	1 Training Session	\$630.00 once

Eligibility Module		
Professional Services - Managed Services - Custom Integration Design Support	1 Integration Support Package	\$6,300.00 once
Professional Services - Consul., Mgmt., & Maint. - Annual Fee - Daily Imports	1 Services Package	\$16,500.04/yr
Professional Services - Consul., Mgmt., & Maint. - Annual Fee - Quarterly Mass Exit	1 Services Package	\$1,050/yr

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

Optional Services or Additional Software/Subscriptions

The annual rates described below are subject to annual increases of 6%. Included in the table below is a nonexclusive representative sample of the available Optional Services and Additional Software/Subscriptions.

Description	Unit	Fee
WellSky Community Services - Per User Fee - Tier III – One-Time	User License	\$175.00/user license
WellSky Community Services - Per User Fee - Tier III - Annual	User License	\$117.10/yr
WellSky Community Services - Report User - Premium	User License	\$87.50/yr
WellSky Community Services Report User - Basic	User License	\$47.50/yr
Professional Services - Hourly Services	Hour	\$210.00/hour per Work Authorization
WellSky Community Services - Module - Client API	1 API User Account	\$2,500/yr
WellSky Community Services - Module - Client Portal Tier IV - Annual	1 Client Portal Application	\$10,000/yr
Professional Services – Consul., Mgmt., & Maint. - Annual Fee – Flattened Database Access (MS SQL or .CSV format)	Frequency of Delivery	Nightly Delivery: \$8,400/yr Weekly Delivery: \$5,800/yr Monthly Delivery: \$5,800/yr Quarterly Delivery: \$5,800/yr
Professional Services – Client/Provider API Setup Fee	Per API User License	\$1,260 one-time
Professional Services – Client/Provider API Annual Services Fee	Per API User License	\$630/yr
Professional Services – Webinar Training	Up to 4-hr	\$630/webinar

Description	Unit	Fee
(Up to Four hours per session)	Webinar	
Professional Services – HUD HMIS .CSV Import – Standard – Automated	Per Data Source and Frequency of Import	Daily Imports: \$16,500/yr Weekly Imports: \$6,300/yr Monthly Imports: \$4,200/yr Quarterly Imports: \$3,150
Professional Services – Training – Fund Manager (1 Webinar up to 8 hours long)	Up to 8-hr Webinar	\$1,820.00/webinar
Professional Services - HMIS CSV Export - Standard - Automated	Per Data Source and Frequency of Export	Nightly Delivery: \$5,250/yr Weekly Delivery: \$3,780/yr Monthly Delivery: \$2,100/yr Quarterly Delivery: \$1,050/yr
WellSky Community Services - Additional BusinessObjects Daily Rebuild	Per WellSky Community Services database	\$1,500/yr

Exhibit C Security Requirements

1. Definitions

1.1. All other capitalized terms not expressly defined within this exhibit shall retain the meaning ascribed to such terms in the Agreement (and if not so defined, then the plain language meaning appropriate to the context in which it is used).

2. County Network Access

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

2.1.1. comply at all times with all applicable County access and security standards, regulatory requirements, policies, and procedures related to County's network, as well as any other or additional restrictions or standards for which County provides written notice to Contractor;

2.1.2. provide any and all industry standard, customary information that County may reasonably request in order to determine appropriate security and network access restrictions and verify Contractor's compliance with County security standards;

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

2.1.4. notify County of any terminations or separations of Contractor's employees who had access to County's network.

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

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

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

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

2.1.8. utilize, at a minimum, industry standard security measures to safeguard County Data that resides in or transits through Contractor's internal network from unauthorized access and disclosure; and

2.1.9. activate remote access from Contractor and its approved Subcontractors into the County network only to the extent necessary to perform Services under this Agreement, deactivating such access immediately after use.

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

3. **Cybersecurity Incidents.** Contractor shall report any cybersecurity incident or ransomware incident (as those terms are defined in Section 282.0041, Florida Statutes) impacting or relating to County Data (including but not limited to servers or fail-over servers) to County, including the details required by Section 282.3185(5)(a), in sufficient time to reasonably permit County to timely comply with any required reporting under Section 282.3185(5)(b) and no later than seventy-two (72) hours after becoming aware of such breach (or such shorter time period as may be required under applicable law), unless an extension is granted by County's CIO. Contractor shall provide County with a detailed incident report within ten (10) days after notifying County of the breach, including remedial measures instituted and any law enforcement involvement. Contractor shall fully cooperate with County on incident response, forensics (if applicable), and investigations into Contractor's infrastructure as it relates to any County Data or County applications.

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

Contractor shall perform background checks in accordance with Contractor's policies and procedures on any personnel having access to County Confidential Information. Contractor shall not knowingly allow convicted felons or other persons deemed by Contractor to be a security risk to access County Confidential Data. Contractor shall complete standard offboarding processes, including termination of access to County networks and County Confidential Information for any Contractor's employees who performed Services under the Agreement and who had access to County Confidential Information or the County network.

If Contractor will be transmitting County Data, Contractor agrees that it will only transmit or exchange County Data via a secure method, including HTTPS, SFTP, or another method approved by County's CIO.

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

5. **System and Organization Controls (SOC) Report**. If requested by County, Contractor must provide County with a summary copy of a current System and Organization Controls (SOC) 2 Type II Report (known as SOC 3) for Contractor and for any third party that provides the applicable services comprising the system, inclusive of all five Trust Service Principles (Security, Availability, Processing Integrity, Confidentiality, and Privacy), or a sworn declaration certifying Contractor has obtained the referenced SOC 2 Type II Report and listing all complementary user entity controls (CEUCs) identified therein, prior to commencement of the Agreement and on an annual basis during the Agreement, unless this requirement is waived or substitute documentation is accepted in writing by the County's CIO or designee.

Exhibit D Subscriptions Support Services Exhibit

This Subscriptions Support Services Exhibit (the “Exhibit”) sets forth Subscriptions support terms.

1. DEFINITIONS.

- 1.1. **“Availability”** means the percentage determined as follows:

$$\text{Availability} = \frac{(\text{Total Time} - \text{Unscheduled Downtime})}{\text{Total Time}} \times 100$$

NOTE: “Total Time” is deemed to include all minutes in the relevant calendar year.

- 1.2. **“Core System Functionality”** means functionality that requires real time availability of the Subscriptions. This includes features required to commence a user session and perform end user operations.
- 1.3. **“Critical Issue”** means an issue that includes a mission critical business impact where Subscriptions is completely unavailable or unresponsive or where County’s operations in the Subscriptions are severely impacted.
- 1.4. **“Disaster”** means a catastrophic event (or series of events that are collectively catastrophic) not caused by Contractor that results in significant or potentially significant downtime or disruption of the production environment and requires Contractor to invoke its Disaster Recovery plan. Contractor has the sole and exclusive right to declare a disaster. Contractor will work in good faith to review its determination of Disaster with County thereafter.
- 1.5. **“High Issue”** means an issue that includes an urgent business impact, Subscriptions is not functioning at an acceptable level for the majority of users; County operation is being seriously impacted or may refer to a request where resolution is key to a business-critical time-sensitive task.
- 1.6. **“Live/Production Instance”** means Subscriptions used for accessing live data after the First Productive Use date and does not include any other instances that may be used for testing, training, development, staging, or any other purpose.
- 1.7. **“Low Issue”** means an issue with low business impact, minor operational issue or question, product or operational questions, product issue for which a reasonable workaround exists, training questions, or enhancement suggestions; resolution not required for continuity of County’s operation.

- 1.8. **“Medium Issue”** means an issue where one or more features of the Subscriptions is not working as designed; workarounds may be available, timely resolution will prevent manual process or lost business value.
- 1.9. **“Non-Core System Functionality”** means functionality that does not require real time availability of the Subscriptions. This includes reporting and background batch processing.
- 1.10. **“Response Time”** means the duration between when a request for service or problem resolution is reported to the help desk and a support technician or engineer provides initial feedback to the County.
- 1.11. **“Scheduled Downtime”** means the time which the Core System Functionality is unavailable due to scheduled system maintenance performed by or on behalf of Contractor.
- 1.12. **“Unscheduled Downtime”** means the time during which the Core System Functionality is unavailable other than for Scheduled Downtime and the exceptions otherwise stated in the Agreement. Unscheduled Downtime will not include, without limitation, any downtime arising from: (i) County non-compliance with any provision of the Agreement; (ii) incompatibility or inadequate performance of County’s internet/telecommunications service(s), equipment, or software with the Subscriptions; (iii) acts or omissions of Permitted Users; (iv) County’s failure to access the Subscriptions via Contractor’s recommended access protocols, (v) Contractor’s response to a security threat, or (vi) Force Majeure.

2. TELEPHONE/PORTAL SUPPORT AND RESPONSE TIMES.

Contractor shall provide telephone and portal support to assist County with use of the Subscriptions and with issue resolution. Portal support will be available 24 hours a day and telephone support will be available during the hours posted by Contractor. Contractor shall assign issue severity level in its sole, reasonable discretion; however, if County disputes such severity level assignment, the Parties will work in good faith to resolve such dispute. Where Issues are reported by telephone, Contractor will use commercially reasonable efforts to achieve Response Times in accordance with the table below:

	Issue Severity			
	Critical	High	Medium	Low
Response Time	4 business hours	8 business hours	1 business day	3 business days

3. SCHEDULED DOWNTIME.

Contractor performs system Upgrades, patches, third party updates, and similar maintenance on a scheduled basis, and such activities may require Scheduled Downtime. Contractor will post Scheduled Downtime schedules publicly for all Contractor clients from time-to-time.

4. UPGRADES.

Contractor may make Upgrades available to County pursuant to Contractor's standard release cycle. Contractor reserves the right to determine the content and availability of all Subscriptions, including without limitation, Upgrades. Any necessary modifications to an interface or software unique to County (i.e., implemented under this Agreement at the request of County and not part of the standard WellSky Platform) resulting from an Upgrade are not part of this Exhibit and may require additional Services from Contractor.

5. INFRASTRUCTURE.

The performance and availability of Subscriptions are directly dependent upon the quality of County's infrastructure. Contractor may provide County services to review the quality of County's infrastructure via the use of tools designed to measure throughput. Contractor may also make recommendations to County to improve performance of the Subscriptions in County's environment.

6. AVAILABILITY SERVICE STANDARD.

The Availability service standard is applicable to Live/Production Instances only, and continues throughout the Term. During the Term, Contractor will provide the Subscriptions via the Internet 24 hours a day, 7 days a week, in accordance with the terms of the Agreement.

Contractor will use commercially reasonable efforts to ensure the Availability of the Subscriptions is at least 99.9% during each full calendar year (the "Availability Service Goal"). In the event of a Disaster or County's material non-compliance with the Agreement, the Availability Service Goal does not apply.

In the event of a Critical or High Severity level issue, Contractor will implement and continue commercially reasonable efforts to remediate the issue until the issue is resolved; in addition, to the extent practicable, Contractor will notify County and provide any available workaround that permits continued operation of the Subscriptions pending full resolution.

Exhibit E Minimum Insurance Requirements

Project: Homeless Management Information Systems ("HMIS") Software
Agency: Human Services Department

TYPE OF INSURANCE	ADDL INSD.	SUBR WYD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☐ XCU Explosion/Collapse/Underground ☐ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☐ Independent Contractors ☒ Personal Injury Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☒	☒	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000	\$2,000,000
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto, If applicable <i>Note: Automobile Liability not required if no driving is done in performance of services/project.</i>			Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$500,000	
☐ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☐ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
☒ WORKERS' COMPENSATION <i>Required if the vendor comes on-site to provide services.</i>	N/A	☒	Each Accident	STATUTORY LIMITS	
☒ EMPLOYERS LIABILITY			Each Accident	\$100,000	
☒ CYBER LIABILITY	N/A		Each Claim	\$2,000,000	
☒ PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) / TECHNOLOGY ERRORS AND OMISSION	N/A		Each Claim	\$1,000,000	\$2,000,000
☐ CRIME / EMPLOYEE DISHONESTY			Each Claim		
<i>Description of Operations:</i> Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. County shall be provided 30 days' written notice of cancellation, 10 days' notice of cancellation for non-payment. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					
CERTIFICATE HOLDER: Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301			 Digitally signed by COLLEEN POUNALL Date: 2026.05.06 16:20:45 -04'00' Risk Management Division		

Exhibit F
Work Authorization

Agreement: [Title, Date, Contract Number]

Work Authorization No. _____

This Work Authorization is between Broward County and Contractor and is subject to and governed by the Technology Products Agreement with an effective date of _____ (“Agreement”). Contractor affirms that the representations and warranties in the Agreement are true and correct as of the date this Work Authorization is executed by Contractor. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

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

Services to be provided:

[COMPOSE SIMPLE SUMMARY]

See Exhibit A for additional detail.

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

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

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

(Signatures appear on the following page.)

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

County

Broward County, by and through
its _____

By: _____
Title

____ day of _____, 202__

Approved as to form by
Andrew J. Meyers
Broward County Attorney

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

Contractor

By: _____
Authorized Signer

Print Name and Title

____ day of _____, 20__

Contract Administrator

By: _____
(Date)

Project Manager

By: _____
(Date)

Exhibit G

Service Level Agreement

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

1. Definitions

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

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

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

2. Security

2.1. General

2.1.1. The Subscription allows County to authenticate all access by username/password. Subscription configurations support separation of duties and least privilege access that can be enforced for privileged or administrative access to County Data and the Contractor Platform. Contractor’s procedures for the following must be documented and made available upon written request by County, including:

- 2.1.1.1. Evaluating security alerts and vulnerabilities;
- 2.1.1.2. Installing security patches and service packs;

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

2.1.2. If a new or unanticipated vulnerability to the Contractor Platform is discovered by either County or Contractor, or if existing technical controls have ceased to function properly, the discovering party shall notify the other party as soon as practicable in accordance with standard processes.

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

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

2.2. Controls

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

2.2.2. Contractor shall utilize antivirus protection software, updated and currently supported operating systems, firmware, third party and open source application patches, and firewalls to protect against unauthorized access to the Contractor Platform. Contractor shall conduct penetration testing internally and externally in accordance with Contractor's standard procedures. Upon written request, provide a letter attesting that Contractor performed the penetration testing and applicable summaries.

2.3. Network Architecture/Security

2.3.1 Contractor shall protect any Internet interfaces or web services provided under this Agreement using a security certificate from a certification authority ("CA") that meets or exceeds the CA/Browser Forum's latest Secure Sockets Layer ("SSL") baseline requirements and network and certificate systems security requirements. Contractor will support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards, whichever is higher, for the connection between any user or County network to the Contractor Platform.

2.4. Incident Response

2.4.1. Prior to the Effective Date of this Agreement, Contractor shall provide County with the names and contact information for a security point of contact and a backup security point of contact to assist County with cybersecurity incidents. Upon written request by County, Contractor shall make available to County in electronic form the website application activity such as logs of visits and user logins and logoffs by or on behalf of County on the Contractor Platform. County may, at its sole discretion, terminate all County access to the Contractor Platform.

2.5. County Data

2.5.1. Contractor shall maintain controls that ensure logical separation of County Data from non-County data. Contractor agrees to provide at a minimum Advanced Encryption Standard 256-bit encryption ("AES-256") or current industry security standards (or whichever is higher) for all County Data that includes employee information, financial information, social security numbers, bank account numbers, username with passwords or security questions, cardholder data, or any other protected data such as Protected Health Information ("PHI") and Personally Identifiable Information ("PII"), and any other data as may be directed by County, and on all copies of such data stored, transmitted, or processed, at no additional charge to County, and shall classify such data internally at its highest confidentiality level. Contractor shall also ensure that the encryption key(s) are not stored with the encrypted data and are secured by a Hardware Security Module ("HSM"). Contractor shall promptly notify County of any compromise of any encryption key. Contractor shall prohibit the use of unencrypted protocols such as FTP and Telnet for the data identified in this paragraph.

3. Compliance

Contractor shall provide County with the ability to generate: account reports consisting of the account holder's name and application access rights; account management reports showing new users, access rights changes, and account termination with the associated time stamp information; and time-stamped user and administrator access (login/logout) and a list of activities performed by administrators, privileged users, or third-party contractors while using

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

4. Disaster Recovery

Contractor shall maintain a disaster recovery plan for the Contractor Platform with mirrored sites geographically separated by at least 250 miles, with a Recovery Time Objective (“RTO”) of a maximum of twenty-four (24) hours and a Recovery Point Objective (“RPO”) of a maximum of twenty-four (24) hours from the incident. Contractor shall conduct a disaster recovery test of the hosted or SaaS system that is utilized by or comprises the Contractor Platform on at least an annual basis.

5. County Data.

Contractor shall make any County Data available to County upon written request no more than once per year in the following formats as reasonably requested by County, Comma Separated Value (“CSV”) and Structured Query Language (“SQL”), or in another format as may be mutually agreed by County and Contractor at Contractor’s then-current rates.

6. Infrastructure Management

To the extent the Contractor Platform includes an ad-hoc reporting tool or standard reports, Contractor agrees to provide unlimited access to such functionality to County. Contractor agrees to support an unlimited number of queries and reports against County Data. County agrees that Contractor may put reasonable size limits on queries and reports to maintain System performance, provided such limits do not materially impact County’s regular business operations.

Contractor shall conduct full, encrypted backups (including System and user data) nightly. Encrypted backups will be written to a backup device with sufficient capacity to handle the data. Contractor shall retain a complete current set of encrypted backups for County’s System, including County Data, with a retention period of at least 30 days, at a remote, off-site “hardened” facility from which data can be retrieved within one (1) business day at any point in time. Full System restoration performed as a recovery procedure after a natural disaster is included as part of the required performance by Contractor under this Agreement. Upon County’s written request, Contractor shall also provide restoration of individual file(s).

Exhibit H Business Associate Agreement

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

RECITALS

A. Business Associate performs functions or activities on behalf of County, or provides services to County, that involve the use or disclosure of Protected Health Information (“PHI”). Those functions, activities, or services are subject to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the American Recovery and Reinvestment Act of 2009 (“ARRA”), and the Health Information Technology for Economic and Clinical Health Act (“HITECH”).

B. HIPAA, ARRA, and HITECH mandate that certain responsibilities of contractors with access to PHI be documented through a written agreement. County and Business Associate desire to comply with the requirements of HIPAA, ARRA, and HITECH and acknowledge their respective responsibilities.

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

ARTICLE 1. Definitions

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

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

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

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

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

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

1.6 “Regulations” means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C; 45 CFR § 164.314, and the Health Information Technology for Economic and Clinical Health Act (HITECH), as it directly applies, as in effect on the date of this BAA.

ARTICLE 2. Effective Date

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

ARTICLE 3. Confidentiality

3.1 County and Business Associate shall comply with Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and the regulations promulgated thereunder by the United States Department of Health and Human Services (collectively, “HIPAA”), and is permitted to use or disclose such Protected Health Information only in accordance with HIPAA and the Regulations governing the privacy and security of PHI.

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

ARTICLE 4. Obligations and Activities of Business Associate

Use and Disclosure of PHI

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

- a. Use and disclose PHI only as necessary to perform its obligations and functions, activities, or services for, or on behalf of, County under the Master Agreement or this BAA including without limitation the provision of software implementation and support services, provided that such use or disclosure would not violate the Regulations if done by County, 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, including without limitation product development and improvement, and to fulfill any legal responsibilities of Business Associate;
- c. Disclose PHI in its possession to a third party for the proper management and administration of Business Associate, or to fulfill any legal responsibilities of Business Associate, provided that the disclosure would not violate HIPAA Laws if made by County or is required by law, and Business Associate has received from the third party written assurances that (i) the information will be kept confidential and used or further disclosed only for the purposes for which it was disclosed to the third party or as required by law; (ii) the third party will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information may have been breached; and (iii) the third party has agreed to implement reasonable and appropriate steps to safeguard the information;
- d. Use PHI to provide data aggregation activities related to the operations of County and in accordance with the Documentation; and
- e. Deidentify any and all PHI created or received by Business Associate under the Master Agreement or this BAA, provided that the deidentification conforms to the requirements of the HIPAA Laws.

4.2 Business Associate is prohibited from selling PHI, using PHI for marketing purposes, or attempting to reidentify 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 may be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. §§ 1320d-5 and 1320d-6, as amended, for failure to comply with any of the use and disclosure requirements of this BAA or any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

Administrative, Physical, and Technical Safeguards

4.4 Business Associate shall implement the applicable 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 may 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 required by HIPAA that apply to Business Associate pursuant to this BAA and the HIPAA Laws.

Access of Information; Amendment of Information; Accounting of Disclosures

4.6 Business Associate shall make available to County all PHI in designated record sets within ten (10) days after County's request to comply with 45 C.F.R. § 164.524.

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

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

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

4.10 Business Associate shall timely document such disclosures of PHI and maintain information related to such disclosures as would be required for County to respond to an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Further, Business Associate shall provide to County an accounting of all disclosures of PHI during the term

of this BAA within ten (10) days after termination of this BAA, or sooner if reasonably requested by County for purposes of any monitoring/auditing compliance with HIPAA Laws.

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

Notification of Breach

4.12 Business Associate shall notify County's HIPAA Privacy Official at (954) 357-6500 of any impermissible access, acquisition, use, or disclosure of any Unsecured PHI (collectively and individually, a "Breach") within seventy-two (72) hours after Business Associate discovers such Breach. "Unsecured PHI" refers 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 is treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate, including any employee, officer, contractor, 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 Laws and all related guidance issued by the Secretary or the delegate of the Secretary from time to time.

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

- a. The identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;
- b. A brief description of what occurred, including the date of the Breach, if known, and the date of the discovery of the Breach;
- c. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, social security number, date of birth, home address, account number, diagnosis, etc.);
- d. A description of what is being done to investigate the Breach and to mitigate harm to individuals, and the reasonable and appropriate safeguards being taken to protect against future Breaches; and
- e. Any other information reasonably requested by County.

4.14 Unless otherwise required by law or agreed to by the parties, it shall be the responsibility of County to communicate with affected individual(s), the Secretary and the media information regarding the unintended use or disclosure

4.15 If a Breach is caused solely by Business Associate or its subcontractor, Business Associate shall pay the direct, reasonable, and customary costs of providing all legally-required notification(s) required by Section 4.12 of this BAA.

Mitigation of Breach

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

4.17 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.

4.18 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 summary information of the investigation to County in the time and manner reasonably requested by County.

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

4.20 If a Breach or other violation of HIPAA Laws is caused by Business Associate or its subcontractor, Business Associate is liable to County for any civil penalties imposed on County under the HIPAA Laws resulting from such Breach or violation.

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

Available Books and Records

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

ARTICLE 5. Obligations of County

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

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

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

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

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

5.6 County shall limit the disclosures of PHI to the Business Associate to the minimum necessary for Business Associate's compliance with applicable HUD HMIS guidelines and for the Business Associate to perform its obligations under the Agreement.

ARTICLE 6. Term and Termination

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

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

- a. Provide an opportunity for Business Associate to cure the breach within the time for cure set forth in County's written notice to Business Associate, and terminate if Business Associate does not cure the breach within the time specified by County; or
- b. Immediately terminate this BAA and the Master Agreement if Business Associate has breached a material term of this BAA and a cure is not possible; or
- c. If neither termination nor cure is feasible, County's HIPAA Privacy Official shall report the violation to the Secretary.

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

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

ARTICLE 7. Miscellaneous

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

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

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

7.4 Standard Agreement Terms and Conditions. If a Master Agreement exists between County and Business Associate, then the terms of the Master Agreement are expressly incorporated herein.