



**SECOND AMENDMENT TO SOFTWARE SERVICE AND LICENSE AGREEMENT BETWEEN
BROWARD COUNTY AND GROUPWARE TECHNOLOGIES, INC. FOR HOSTING AND SUPPORT
FOR THE PROVIDE ENTERPRISE MANAGEMENT INFORMATION SYSTEM**

This Second Amendment ("Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County") and Groupware Technologies, Inc. ("Provider"), a Wisconsin corporation authorized to transact business in the State of Florida (collectively, County and Provider are referred to as the "Parties").

A. County has been utilizing Provider's software and support services since 2001. The current contract between the Parties, the Software Service and License Agreement between Broward County and Groupware Technologies, Inc. for Hosting and Maintenance Support for the Provide Enterprise Management Information System ("Agreement"), was executed on June 26, 2012, and expires on July 28, 2017 ("Expiration Date").

B. The parties entered into a First Amendment to the Agreement on July 28, 2017, extending the duration of the Agreement on a month-to-month basis for up to three (3) months. The County has effectively exercised each of the three month-to-month extensions, and the term of the Agreement under the First Amendment therefore expires on October 31, 2017.

C. The Parties desire to extend the Agreement for five (5) one (1) year renewal terms beginning November 1, 2017, as well as amend the Agreement to update certain terms and conditions.

NOW THEREFORE, IN CONSIDERATION of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, County and Provider agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Except as modified herein, all terms and conditions of the Agreement remain in full force and effect, including all Exhibits. Amendments are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions.

3. Section 1.4 of the Agreement is amended as follows:

1.4 ~~Contract Administrator~~. The Broward County ~~Administrator or the Human Services Section Manager of the Ryan White Part A Program Office~~ **Administrator, or such person's successor as designated by the County in writing.** . . .

4. Section 2.1 of the Agreement is amended as follows:

2.1 GROUPWARE shall perform all work identified in this Agreement in compliance with the Service Level Agreement (Exhibit B, Attachment B) and the Federally Funded Contract Requirements (Exhibit F), including all Exhibits and their attachments, including Exhibit "B" and its attachments, along with all future Work Authorizations as defined and executed by the Contract Administrator or Director of Purchasing using the template provided in Exhibit "A" Exhibit G.

5. Section 2.2 of the Agreement is amended and replaced in its entirety with the following:

2.2 Change of Scope Procedures. Provider acknowledges that Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Agreement except as expressly provided herein. To the extent any goods or services under this Agreement, or the quantity thereof, are optional ("Optional Services"), County may select the type, amount, and timing of such goods or services pursuant to a Work Authorization (Exhibit G) executed by Provider and County pursuant to this section, and provided that no such selection, when combined with those goods or services required under the Agreement, would result in a payment obligation exceeding the applicable maximum amount stated in Article 4. Notwithstanding anything to the contrary in the Agreement, Work Authorizations for Optional Services pursuant to this section shall be executed on behalf of the County as follows: the Contract Administrator may execute Work Authorizations for which the total cost to County in the aggregate is less than \$30,000.00; the Purchasing Director may execute Work Authorizations for which the total cost to the County in the aggregate is within the Purchasing Director's delegated authority; any Work Authorizations above the County's Purchasing Director delegated authority shall require Board approval. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Provider shall not commence work on any Work Authorization until after receipt of the applicable Notice to Proceed.

Unless otherwise expressly stated herein or in the applicable Procurement Code, Code of County Ordinances, or County Code of Administrative Procedure, the Contract Administrator may act on behalf of County to exercise the authority and powers of County under this Agreement.

6. Section 3.3 is added to the Agreement to state the following:

3.3 County shall have the option to renew this Agreement for five (5) additional one (1) year terms by sending notice of renewal to Provider at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise this renewal option. In the event that unusual or exceptional circumstances,

as determined in the sole discretion of the Purchasing Director, render the exercise of an extension not practicable or if no extension is available and expiration of this Agreement would result in a gap in the provision of services necessary for the ongoing operations of the County, then this Agreement may be extended on the same terms and conditions by the Purchasing Director for period(s) not to exceed six (6) months in the aggregate, provided that any such extension is within the authority of the Purchasing Director or otherwise authorized by the Board.

7. Section 4.1.1 of the Agreement is amended and replaced in its entirety as follows (bold/underlining omitted):

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

Services/Goods	Not to Exceed Amount Prior to July 28, 2017	Not to Exceed Amount After July 28, 2017
Licenses, Hosting, Training, and Support and Maintenance Services	\$765,500.00	\$1,625,000.00
Optional Services	\$40,250.00/annually (Total \$201,250.00)	\$1,025,000.00
TOTALS	\$966,750.00	\$2,650,000.00

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

8. Section 4.1.2 of the Agreement is deleted in entirety and replaced with the following:

The contract rates and transaction fee costs for all Services and Software under this Agreement shall be as set forth in Exhibit C hereto.

9. Section 9.17 of the Agreement is amended and replaced in its entirety with the following:

9.17 HIPAA Compliance. It is understood by the Parties that County personnel or their agents have access to protected health information (hereinafter known as "PHI")

that is subject to the requirements of 45 C.F.R. § 160, 162, and 164 and related statutory and regulatory provisions. In the event Provider is considered by County to be a covered entity or business associate or otherwise required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Provider shall fully protect individually identifiable health information as required by HIPAA and HITECH. If requested by County, Provider shall execute a Business Associate Agreement in the form set forth at www.broward.org/Purchasing/Pages/StandardTerms.aspx as of the effective date of the Second Amendment unless otherwise agreed by the Parties. Where required, Provider shall handle and secure such PHI in compliance with HIPAA, HITECH and its related regulations and, if required by HIPAA, HITECH, or other laws, shall include in its "Notice of Privacy Practices" notice of Provider's and County's uses of a client's PHI. The requirement to comply with this provision, HIPAA and HITECH shall survive the expiration or termination of this Agreement. County hereby authorizes the County Administrator to sign Business Associate Agreements if required under this Agreement.

10. Section 9.22.1 of the Agreement is amended and replaced in its entirety with the following:

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

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

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

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

d. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Provider or keep and maintain public records required by County to perform the services. If Provider transfers the records to County, Provider shall destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains public records, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

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

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

Other than the Software (and associated source code), any material submitted to County that Provider contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Provider must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Provider as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Provider. Provider shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-5394, ljones@broward.org, 115 S. ANDREWS AVE., SUITE A-300, FORT LAUDERDALE, FLORIDA 33301.

11. Exhibit A to the Agreement is amended and replaced in its entirety with Exhibit A hereto.
12. Exhibit B at Attachment B is replaced in its entirety with Attachment B hereto.
13. Exhibit C of the Agreement is hereby replaced in its entirety with Exhibit C attached hereto.
14. Exhibit F, "Requirements for Federally Funded Contracts," attached hereto is added to the Agreement as Exhibit F.

15. Exhibit G, "Work Authorization Form," attached hereto, is added to the Agreement as Exhibit G. All references to the Work Authorization Form in the Agreement are deemed to refer to Exhibit G.

16. The effective date of this Amendment shall be the date of complete execution by the Parties.

17. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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SECOND AMENDMENT TO SOFTWARE SERVICE AND LICENSE AGREEMENT BETWEEN
BROWARD COUNTY AND GROUPWARE TECHNOLOGIES, INC. FOR HOSTING AND
SUPPORT FOR THE PROVIDE ENTERPRISE MANAGEMENT INFORMATION SYSTEM

BROWARD COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 2017

Insurance requirements
approved by Broward County
Risk Management Division

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

By Tim Crawley 8/31/17
Signature (Date)

Tim Crawley Property Specialist
Print Name and Title above

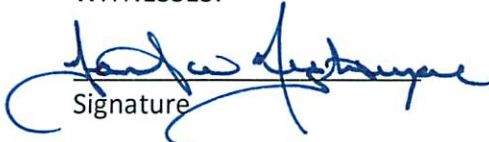
By [Signature] 9/4/17
René D. Harrod (Date)
Assistant County Attorney

RDH/NS
8/21/2017
2017-08-21 Groupware Technology, Inc. Second Amendment
#194761.5

SECOND AMENDMENT TO SOFTWARE SERVICE AND LICENSE AGREEMENT BETWEEN
BROWARD COUNTY AND GROUPWARE TECHNOLOGIES, INC. FOR HOSTING AND SUPPORT
FOR THE PROVIDE ENTERPRISE MANAGEMENT INFORMATION SYSTEM

PROVIDER

WITNESSES:


Signature

DANIEL W NIGHTINGALE
Print Name of Witness


Signature

JOEL VAN KYLEN
Print Name of Witness

GROUPWARE TECHNOLOGIES, INC.

By 
Authorized Signor

Bret Ballinger, President
Print Name and Title

29 day of August, 2017

ATTEST:


Corporate Secretary or authorized agent

(CORPORATE SEAL)

Exhibit A – Statement of Work

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

1. Project Request

Broward County (“County”) is seeking to continue utilizing the Provide Enterprise Software and related services from Groupware Technologies, Inc. (“Provider”) to manage the County’s Ryan White Part A grant funded programs and to collaborate through the System with the City of Fort Lauderdale’s Housing Opportunities for Persons with AIDS (“HOPWA”) grant funded programs which serve the same clients within the County. The Ryan White Part A programs fund a variety of health and human services for people residing in the County living with HIV and AIDS. The services are delivered by over twenty (20) contracted healthcare provider agencies (“Providing Agencies”) within Broward County that are automatically incorporated upon County identification and are subject to change as needed at the County’s discretion.

Provider represents that the System and related services provided under this Agreement will provide the functionality and solutions outlined herein.

2. Services Description

Provider shall continue to provide a vendor-hosted and web-based Software and System, which provides customized reporting services for community needs assessment activities, includes a billing and contract management sub-system, manages data for prioritizing services to clients, ensures compliance with federal and state requirements in order obtain grants, collaborates and shares data across various programs and governmental agencies as defined by County.

Provider shall continue to provide a vendor-hosted and web-enabled System for County, which ensures the following:

- Providing Agencies shall have the ability to document their clients and services;
- Providing Agencies shall have the ability to collaborate via third-party user systems;
- Ryan White Part A shall remain as the payer of last resort for the services; and
- All federal grant reporting requirements are met to ensure funding.

Provider shall ensure that the System manages all of the County designated Providing Agency contract setting line item budgets, fee-for-service reimbursement rates and rules, setting and managing service caps, and enforcing eligibility rules for service payment to ensure that the County is meeting all fiscal management requirements of the Ryan White Part A grant program. County designated Provider Agency end users shall have the ability to view, save, download, and print a breakdown of all current and historical monthly billing charges.

A. **Software.** Provider shall continue to provide the following Software, already licensed to the County, under this Agreement:

Software Suite, Version & Module	Quantity & Type of License (e.g., Enterprise, User, Third-Party)	Describe Purpose, Functionality & Expected Operation of Software
Provide Enterprise Management Information System (currently Version 5.10)	Software-as-a-Service <ul style="list-style-type: none"> • User Licenses (as many as requested by County; currently less than 350 user licenses) 	Used to organize, automate and streamline the care management process and capture and store the full continuum of health and psychosocial Client information.

3. Technical Approach

Provider shall continue to update the System with the American Medical Association (AMA) International Classification of Diseases (ICD), Ninth Revision (ICD-9) and Tenth Revision (ICD-10) and Current Procedural Terminology (CPT) Code Sets which provide medical codes to bill patient medical, surgical and diagnostic procedures annually and upon any notification of change from AMA through their licensing agreement within ten (10) business days at no additional cost to the County.

County will continue to provide Provider with billing rates which shall be entered by Provider into the System by Provider within ten (10) business days of written notification by County, at no additional cost to the County.

A. Interface

Provider will ensure the System interfaces with any and all third-party systems the County deems necessary to confirm the quality and timeliness of data collection through its data bridges, including but not limited to the following:

- Electronic Medical Record (EMR) systems
 - EPIC whose applications support functions related to patient care, including registration and scheduling; clinical systems for doctors, nurses, emergency personnel, and other care providers; systems for lab technologists, pharmacists, and radiologists; and billing systems for insurers.
 - GE Centricity a brand of healthcare IT software systems from GE Healthcare, a division of General Electric. It includes software for independent physician practices, academic medical centers, hospitals and large integrated delivery networks.
 - Greenway Health system which combines clinical, financial and analytics technology with customizable features so providers and administrators can document encounters, bill and report the way that works best for them.
- Pharmacy systems
 - Cerner which is designed to provide a unified, seamlessly integrated medication process. The solutions assist with extensive clinical checks, ensure integrated data

flow across processes and support providers with patient follow-up and therapy monitoring after discharge.

- QS1 which offers software platforms to effectively manage independent, retail, chain and long-term care pharmacies.
- Laboratory systems
 - Quest Diagnostics
 - Laboratory Corporation of America
- Other systems
 - Florida Medicaid

B. Data Management and Hosting

Provider shall provide off-site data management services. The County System shall be hosted by Provider on Enterprise class servers in SSAE SOC 1 Type II certified commercial data centers which provide, at a minimum, the following services and features:

- Redundant OC48 based Internet feeds (from two different Internet Service Providers)
- Redundant Firewalls with Intrusion Prevention and Detection Services
- Conditioned Power
- Fire Suppression
- Backup Diesel Generator
- Secure facility requiring authorized sign-in with constant monitoring
- Redundant servers at two data center locations over 100 miles apart
- Data backup and recovery strategies ensure minimal disruption and loss of data even in the case of natural disasters.

Provider shall ensure the County's System has a warm recovery database backup on a server at a secondary data center over 75 miles away from the primary data center and that Structured Query Language (SQL) transaction log files are backed up every fifteen (15) minutes on the primary server and shipped to and applied to the warm recovery server.

Provider shall ensure the County's System is backed up to Provider's data vault servers at their primary data center located at 10400 W Innovation Drive, #100 Wauwatosa, WI 53226 or at their secondary data center located at 2201 E Enterprise Ave, #201 Appleton, WI 54913 using the following retention policies:

- Transaction Log Back-up: every fifteen (15) minutes; a backup is held for two (2) weeks before expiring oldest backup.
- Differential Back-up: weekly on Sunday, Monday, Tuesday, Wednesday, Thursday, Friday at 12:00 am Eastern Standard Time (EST); backup is held for four (4) weeks before expiring oldest backup.
- Full Back-up: weekly on Saturday at 12:00 am Eastern Standard Time (EST); backup is held for four (4) weeks before expiring oldest backup.

Provider shall ensure that test databases are backed up to Provider's data vault server at their primary data center or secondary data center with the following retention policy:

- **Full Back-up:** monthly on first day of every month at 12:00 am Eastern Standard Time (EST); backup is held for two (2) months before expiring oldest backup.

Provider shall ensure that databases are encrypted at rest using Self Encrypting Disks (SED).

Provider shall ensure data center firewalls restrict all data traffic except for TCP/IP Port 1433 and that firewalls also restrict all Port 1433 traffic except that initiated from a list of "trusted" source Internet Protocol (IP) addresses provided by the County.

Provider shall provide Virtual Private Network (VPN) services, including County VPN connections for authorized staff to connect to the Provider's data center. Provider shall permit County authorized end users to install Provider supplied VPN client software on each personal workstation, laptop or mobile device to connect to the Provider's data center.

C. Training

Upon request by the County's Contract Administrator, Provider shall provide WebEx (up to 25 participants) and in-person training (up to 15 participants) sessions for designated end users. Such training may include, but is not limited to, use, function and administration of the System. The scheduling, structure, and composition of the classes shall be as agreed upon by the Provider and the County Contract Administrator in advance. Provider shall ensure that WebEx shall be used to facilitate the online meetings and presentations, webinars, town halls, online courses and training, and online presentations. County and Provider shall coordinate the location and dates of the end user training sessions, which shall occur within ten (10) business days of County's written request. All of the foregoing training may be requested in writing by County Contract Administrator without the need to execute a Work Authorization, so long as the rates are as set forth in Exhibit C.

Provider shall create, distribute, and submit participation attendance logs and training material for each training session and notify the County's Contract Administrator in writing of any anticipated changes to the training schedule or training material. All training materials used or distributed during training sessions must be provided via email to the County's Contract Administrator for approval, prior to conducting training sessions.

Provider shall provide unlimited access to on-going web-based training and any other relevant materials which will be available for County users to access at any time.

D. Security/Access

Upon request by County, Provider shall cooperate with County and provide any and all information that County may request in order to determine appropriate security and network access restrictions and verify Provider compliance with County security standards.

Provider shall not have access to County's network. All data shall be stored in the System's cloud and shall be accessible from any desktop workstation, laptop and mobile device which has Internet connection and is running a Provider certified version of the Windows operating system supported by Microsoft (currently includes Windows 7, 8 and 10); Provider shall ensure that all supported versions of the Windows operating system are certified by Provider within at least one (1) year of release.

For the review and approval of a new Providing Agency and/or its users, each Providing Agency shall complete a Client Services Information Systems User Confidentiality Security Agreement Form, which shall be reviewed and approved/rejected by County. Provider shall be given written notice of all newly approved Providing Agencies to be granted access.

For the termination of an existing Providing Agency or its users, County shall submit and approve User or Agency delete requests thru the System which will then be processed by the Provider which will remove the users or agency access to the System as requested. Provider will maintain security measures to ensure that Providing Agencies and/or its users which are terminated from the System shall no longer be able to access the System. Provider shall ensure that County shall still have access to historical data for all terminated Providing Agencies and/or its end users.

Both the newly approved and terminated Providing Agency lists and/or its users shall be subject to change as needed at the discretion of the County.

Provider shall furnish County all updates, upgrades, and new releases of the Software at no additional cost to County. Provider shall advise County of anticipated upgrades in writing within thirty (30) business days prior to any individual upgrade's intended implementation date.

4. Managerial Approach and Communication

Provider shall ensure that the persons responsible for Provider's performance of the Services under this Agreement and, to the extent applicable, identified below (collectively "Key Personnel") are appropriately trained and experienced and have adequate time and resources to perform in accordance with the terms of the Agreement. To the extent Provider seeks or is required to make any change to the composition of the Key Personnel, Provider will provide County with thirty (30) days' advance notice regarding such changes and the management plan associated with such changes. County shall not be responsible for any additional costs associated with a change in Key Personnel.

Provider's Key Personnel:

Provider Participants:	Role	Email	Address/Phone
Bret Ballinger	President	bret.ballinger@grouptech.com	(414) 454-0161 Ext. 122

A. Communication

Provider and County shall adhere to the following communication and reporting schedule unless otherwise agreed in writing by the parties:

- Provider and County Staff shall meet a minimum of once per month via telephone to discuss potential projects and ongoing project lists.
- Provider shall communicate with County's Contract Administrator via telephone and email on an as needed basis pertaining to Support and Maintenance requests.
- Provider shall ensure Provider's customer service agents are available to County Monday thru Friday, 8am - 5pm Central Standard Time (CST) via telephone and email at no additional cost to the County. Provider shall respond to every email request sent by County within twenty-four (24) hours of request.
- After-hour calls will be addressed within one (1) business day except when emergency service is required, in which case the after hours' customer service personnel will contact County's Contract Administrator or other designated staff as needed at no additional cost to the County.

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

At request of County, Provider shall provide prompt, good faith, and reasonable assistance to County in disentangling County data, business, and operations from the Software and, to the extent applicable, transitioning to a new software, system, or provider, subject to Provider's maintenance of its proprietary interests in its trade secret materials.

B. Additional Software/Modules

County may acquire as Optional Services any additional software or modules as Provider makes generally available to its customers, including the Support and Maintenance for such software.

C. Additional Services

County may acquire as Optional Services any additional training (above and beyond the training that is included as part of scope per Section 3.C above) or professional services as County deems necessary to obtain from the Provider to customize, modify, develop interfaces, or otherwise provide services relating to the Software.

Attachment B - Service Level Agreement

In connection with all Services provided to County under the Agreement, Provider shall, at no additional cost to County, meet or exceed the requirements below, including, as applicable, as to Application Service Provider (“ASP”) hosting or Software as a Service (“SaaS”). The standards set forth herein are intended to reflect the current industry best practices for the Services. If and to the extent industry best practices evolve to impose higher standards than set forth herein, this Service Level Agreement (“SLA”) shall be deemed to impose the new, higher standards upon Provider. Provider shall notify County in writing of any material change to its standards. Any capitalized terms not defined herein refer to those defined terms in the Agreement.

Any item addressed in this SLA that requires approval by County must be approved in writing. The Contract Administrator and Director of County’s Division of Enterprise Technology Services (“ETS”) are authorized to approve those items on behalf of County.

1. Security

1.1 Provider will ensure that County has the ability to authenticate all access by username and password. Provider shall restrict access to County data to a set of County identified specific source static IP addresses. Provider shall also make available, at an additional cost per user per year, VPN connections for end users that wish to connect to the System from dynamic IP addresses or a non-identified source IP addresses.

1.2 Provider will support encryption using at least Advanced Encryption Standard 256-bit encryption keys (“AES-256”) or current industry security standards for the connection from County to Provider’s production network.

1.3 If and to the extent Provider accepts, transmits or stores any credit cardholder data on behalf of the County, or if and to the extent that Provider or its Software or Services is reasonably determined by County to potentially impact the security of County’s cardholder data environment (CDE), Provider shall comply with the most recent version of the Security Standards Council’s Payment Card Industry (“PCI”) Data Security Standard (PCI-DSS), including complying with the following requirements:

1.3.1 Prior to execution of this Agreement, after any significant change to the CDE, and annually Provider shall provide to County:

- a) A copy of their Annual PCI DSS Attestation of Compliance (AOC);
- b) A written acknowledgement of responsibility for the security of cardholder data the service providers possess or otherwise store, process or transmit on behalf of the County, or to the extent that the service provider could impact the security of the county’s cardholder data environment.

- c) A PCI DSS responsibility matrix that outlines the exact PCI DSS Controls are the responsibility of the service provider and which controls the service provider shares responsibility with the County.
- d) If Provider subcontracts or in any way outsources the CDE processing, Provider is responsible for providing the AOC for the subcontractor or payment gateway to the County.
- e) Provider agrees that it is responsible for the security of the County's cardholder data that it possesses, including the functions relating to storing, processing, and transmitting of the cardholder data.
- f) Provider will immediately notify Agency if it learns that it is no longer PCI DSS compliant and will immediately provide Agency the steps being taken to remediate the non-compliance status. In no event should Vendor's notification to Agency be later than seven (7) calendar days after Vendor learns it is no longer PCI DSS compliant.
- g) Provider acknowledges that any indemnification provided for under the referenced Contract applies to the failure of the Vendor to be and to remain PCI DSS compliant.

1.3.2 Provider shall enforce automatic disconnect of sessions for remote access technologies after a specific period of inactivity with regard to connectivity into the County infrastructure. (PCI 12.3.8)

1.3.3 Provider shall activate remote access from vendors and business partners into the County network only when needed by vendors and partners, with immediate deactivation after use. (PCI 12.3.9)

1.3.4 Provider shall implement two-factor authentication for securing remote access outside the network into the County's environment with access to any stored credit card data. (PCI 8.3)

1.3.5 Provider shall ensure all non-console administrative access to the SaaS System connecting to the County environment is encrypted. (PCI 2.3)

1.3.6 Provider shall maintain a file integrity monitoring program to ensure critical file system changes are monitored and approved with respect to County data. (PCI 10.5.5)

1.3.7 Provider shall ensure personal firewall software is installed on any mobile or employee- owned device that manages the County's Cardholder Data Environment ("CDE") and connects to the Internet when outside the network in accordance with PCI Standard. (PCI 1.4)

1.3.8 If software is a payment application which processes, stores, or transmits credit card data, the VISA Cardholder Information Security Program (“CISP”) payment Application Best Practices and Audit Procedures shall be followed and current validation maintained.

1.4 Provider shall restrict inbound and outbound traffic to the County network to “deny all, permit by exception” configuration. (PCI 1.2.1) For clarity, this does not apply to Provider at the time of the effective date of the Second Amendment.

1.5 Provider’s wireless networks shall be configured using current industry security standards to encrypt and protect communications of County information. For clarity, this does not apply to Provider at the time of the effective date of the Second Amendment.

1.6 Provider agrees to achieve the Statement on Standards for Attestation Engagement No. 16 (“SSAE 16”) criteria for security, availability, and confidentiality for the Services, the Software, and the System. All servers that Provider uses to provide Services under the Agreement shall be protected behind a layer of firewalls, the initial configuration diagram of which must be approved by County prior to Final Acceptance. Any subsequent changes are subject to approval by County, which shall not be unreasonably withheld.

1.7 Provider shall ensure that facilities that house the network infrastructure which hosts County data are physically secure against threats such as unauthorized access and natural and environmental hazards.

1.8 Provider shall ensure entry controls are in place to limit and monitor physical access to systems housing the County environment.

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

1.10 Provider’s procedures for the following must be documented and approved by County within 10 days of the execution date of this Agreement:

- 1.10.1 Evaluating security alerts and vulnerabilities;
- 1.10.2 Installing security patches and service packs;
- 1.10.3 Intrusion detection, incident response, and incident escalation/investigation;
- 1.10.4 Access and authorization procedures and resetting access controls (i.e., password policy);
- 1.10.5 Risk analysis and assessment procedures;
- 1.10.6 User access and termination procedures;
- 1.10.7 Security log review
- 1.10.8 Physical/facility access controls; and

1.10.9 Change control procedures.

1.11 Prior to the Effective Date of the Agreement, and at least annually for the duration of this Agreement, Provider shall provide County with a copy of a current, annual, unqualified SOC 1 Type II, Report for its certified commercial data center, unless the County's Chief Information Officer in his or her sole discretion approves other documentation of appropriate security controls by Provider. If the audit opinion in the SOC 1, Type II report is qualified in any way, Provider shall provide sufficient documentation to demonstrate remediation of the issue(s) to the satisfaction of the County's Chief Information Officer.

1.12 Provider shall maintain a disaster recovery plan with mirrored sites separated by at least 75 miles, with a Recovery Time Objective ("RTO") of a maximum of eight (8) hours and a Recovery Point Objective ("RPO") of a maximum of four (4) hours from the incident.

1.13 Provider shall conduct a disaster recovery test in coordination with County at least once per year. The timing and duration of the test will be subject to the approval of County, and shall be coordinated and timed so as to cause minimal or no disruption to the Services or the regular business of County.

1.14 Provider shall maintain controls that ensure separation of County data, confidential information, and security information from that of Provider's other clients. Provider agrees to provide at least AES-256 data encryption for Social Security Numbers, Taxpayer Identification Numbers, Employer Identification Numbers, bank account numbers, passwords, cardholder data, and any other data such as Protected Health Information ("PHI") and Personally Identifiable Information ("PII") or as otherwise directed by County on all copies of such data stored, transmitted, or processed, at no additional charge to County, and shall classify such data internally at its highest confidentiality level. Provider shall also ensure that the encryption key(s) are not stored with the encrypted data. Provider shall immediately notify County of any compromise of the encryption keys. Provider shall prohibit the use of unencrypted protocols such as FTP and Telnet for the data defined in this paragraph.

1.15 Provider shall maintain industry standard practices for data privacy, security, and recovery measures including disaster recovery programs, physical facilities security, server firewalls, virus scanning software, current security patches, user authentication, and intrusion detection and prevention. Provider shall maintain the same standards set forth herein regardless of whether the County data is stored at any primary or other location. Upon request (or as otherwise provided in this SLA), Provider shall provide documentation of such procedures and practices to County. In addition, Provider agrees not to allow Peer to Peer Software ("P2P") to be installed onto any network where County data/files reside unless County specifically permits it in writing on a case-by-case basis.

1.16 Provider shall report to County within twenty-four (24) hours of any of its officers becoming aware of the incident if any unauthorized party is successful in accessing any information technology component related to the County within Provider's responsibility,

including but not limited to servers or fail-over servers where County's data or files exist or are housed. Provider shall provide County with a detailed incident report within five (5) business days of the breach (unless earlier required by applicable law), including remedial measures instituted and any law enforcement involvement. Provider shall fully cooperate with County on incident response, forensics, and investigations that involve the Provider's infrastructure relating to any County data or County applications.

1.17 Provider shall protect any Internet interfaces 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.

1.18 Provider shall connect its hosting site through at least two (2) independent Internet Service Providers ("ISPs") with different Internet Points-of-Presence.

1.19 Provider shall ensure adequate background checks have been performed on any personnel having access to County data/files. To the extent permitted by such checks, Provider shall not knowingly allow access to any County data/files to convicted felons or other persons deemed by Provider to be a security risk.

1.20 Provider shall ensure that its service providers, subconsultants, and any third parties performing any Services relating to this Agreement shall comply with all terms and conditions specified in this Agreement unless County, in writing, excuses specific compliance with any such term or condition. Provider shall provide County annually, or more frequently at County's request, with a list of any service providers, subconsultants or other third-parties that Provider utilizes to provide Services to County.

1.21 Provider shall cooperate and provide any requested information during the term of the Agreement in connection with County's initial and on-going review and inspection relating to compliance and regulatory requirements. Request for information or review by County may include, but is not be limited to, the following:

- a) Vulnerability scans of authenticated and unauthenticated operating systems/networks, web applications, and/or database applications;
- b) Automated scans and penetration ("Pen") tests performed by County personnel or agents designated by County;
- c) Review of requested documents, including without limitation, Provider's architecture documents, external audits of Provider's information security policies and procedures, Pen- test documentation, security incident reports, environment logs, virtual private network ("VPN") access logs to terminal services, network traffic and firewall activity logs, Intrusion Detection System ("IDS") attack alerts and

anomalies, enterprise password management activity, server and application logs, and/or monthly or periodic network traffic and firewall activity logs; and

- d) Physical inspection of Provider's facilities by the County or its officially designated representative.

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

1.23 Provider must mitigate critical or high risk vulnerabilities immediately after critical or high risk vulnerabilities are formally identified.

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

1.25 Provider shall not release County data or copies of County data without the advance written consent of County.

1.26 County data or copies of County data must be available to County promptly upon request in the then-current format or any other format as may reasonably be requested by County.

1.27 Upon termination or expiration of this Agreement, after written confirmation by County that the applicable County data is currently maintained by County or otherwise securely stored, Provider shall securely erase all County data on all decommissioned hard drives or storage media to National Institute of Standards and Technology ("NIST") standards.

1.28 Provider shall provide privacy and information security training to its employees upon hire and at least annually.

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

2. Compliance

2.1 For the duration of the Agreement, Provider shall provide County with the ability to generate account reports consisting of the account holder's name and application access rights.

2.2 For the duration of the Agreement, Provider shall provide County with the ability to generate account management reports showing new users, access rights changes, and

account termination with the associated time stamp information.

2.3 For the duration of the Agreement, Provider shall provide County with the ability to generate time-stamped user and administrator access (login/) and a list of activities performed by administrators, privileged users, or third party contractors while using the System. County accepts the functionality of the System as of the date of this Second Amendment as sufficient to meet County's requirements under this section under current law; in the event legal requirements change, Provider shall comply and provide any additional functionality required.

2.4 Promptly upon request, Provider shall 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.

2.5 Promptly upon request, Provider shall provide County with access to the time-stamped application and platform environment change control logs.

2.6 Promptly upon request, Provider shall provide County with access to the time-stamped data backup logs indicating the backup type (e.g., full, incremental, etc.).

3. Service Availability

3.1 System Availability

3.1.1 Provider guarantees that the network uptime will be 99.99% of Prime Time (defined as County business days from 7 a.m. – 7 p.m. Eastern Time) and 98.00% of non-Prime Time for each calendar month during the term of the Agreement, excluding Scheduled Maintenance as defined herein (collectively, the "Network Uptime Guarantee"). Network uptime requires proper functioning of all network infrastructure, including routers, switches, and cabling, affecting County's ability to reliably transmit or receive data. Network downtime is measured from the time the trouble ticket is opened to the time the network uptime is fully restored. As long as the System is available over the Internet to at least two other comparable customers (i.e., the System is functioning properly and there are no technical issues with Provider or its ISP's hardware or software), any inability on the part of County to access the System as a result of a general Internet outage will not be counted toward any unavailability time period.

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

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

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

3.1.5 Provider guarantees the functioning of all hardware components necessary for Provider to provide the Services and Service Availability herein, and will replace any failed or defective component at no cost to County. Downtime for the purpose of building redundancy or other recovery systems that is approved by County in advance shall not be charged as downtime in computing the Network Uptime Guarantee. Network downtime due to hardware failure is subject to the Network Uptime Guarantee.

3.2 Infrastructure Management

3.2.1 During Prime Time, Provider shall use commercially reasonable and industry standard efforts to ensure packet loss of less than one percent (1%) and less than sixty (60) milliseconds domestic latency within Provider's network. Provider shall maintain sufficient bandwidth to the hosting sites and ensure the server processing time to provide millisecond response times from the server. County and Provider recognize that end user response times are dependent on intermittent ISP network connectivity, and in the case of County's users, dependent on County's internal network health.

3.2.2 Provider's Services shall support the projected site hits per calendar day

for County's transactions based upon historical and expected usage, and capture the number of transactions for performance to standards reporting.

3.2.3 Provider's Services shall ensure that the County's projected number of transactions may be processed to County production database, but Provider may recommend that non-routine reports and queries be limited to certain timeframes, quantities or other specifications if Provider determines that such reports and queries cause degradation to response times affecting performance levels established in the SLA.

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

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

3.2.6 To the extent Provider's System includes an ad-hoc reporting tool and/or standard reports, Provider agrees to provide access to such functionality to County. Provider agrees to support the ability to run a reasonable amount of queries and reports based on expected usage against County's data. County agrees that Provider may put reasonable size limits on queries and reports to maintain System performance, provided such limits do not materially impact County's regular business operations.

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

3.2.8 A development and test system, which shall mirror the production system, shall be made available for use by County for testing purposes upon five (5) business days' request, including without limitation, upon request for County's testing of application upgrades and fixes prior to installation in the production environment.

3.2.9 A demonstration/training system will be available for use by County upon five (5) business days' request. County may control data that is populated on the demonstration/training system by requesting that Provider:

- a) periodically refresh data from production;

- b) perform an ad-hoc refresh of data from production;
- c) not refresh data from production until further notice from County; or
- d) refresh data on an ad hoc basis with training data supplied by County.

3.3 Performance Monitoring and Hosting Capacity Increases

3.3.1 If requested by County, Provider shall provide standard reporting metrics to County on a monthly basis which shall include: Central Processing Unit (“CPU”) load, virtual memory, disk and input/output (“I/O”) channel utilization; and system errors in System, database, operating system, and each server allocated in part or in full to System.

3.3.2 In the event County anticipates an increase in transaction volume or seeks to expand capacity beyond the limitations, if any, provided under the Agreement, Provider will provide timeline and cost estimates to upgrade existing servers or deploy additional servers dedicated to County’s System within fifteen (15) calendar days of written notice by County. Any incremental or additional costs shall be handled pursuant to the “Change of Scope” procedures in the Agreement.

4. Data

4.1 County shall also have the right to use the Services to provide public access to the data, files, or information derived from the use of the System, to generate reports from such data, files, or information, and to provide such data, files, or information on electronic media to the public where required or allowed by applicable law.

4.2 All data and information provided by County or its agents under this Agreement and all results derived therefrom through the use of the System, whether or not electronically retained and regardless of the retention media (collectively “County Data”), are the property solely of County and may not be reproduced or used with the prior written consent of County. Provider and its subcontractors will not publish, transmit, release, sell, or disclose any County Data to any other person without County’s prior written consent. The provisions of this Section 4.2 shall survive the termination or expiration of the Agreement.

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

4.4 County shall have the option of receiving County Data at any time in Structured Query Language (“SQL”) database tables, or in another format as may be mutually agreed to by County and Provider.

4.5 Provider shall comply with all applicable data and privacy laws and regulations, including without limitation the Florida Information Protection Act of 2014, Florida Statutes

Section 501.171, and shall ensure that County data transmitted or stored in the System is not transmitted or stored outside the continental United States. Provider may not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 817.568 or Section 817.5685) that Provider may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If and to the extent requested by County, Provider shall ensure that all hard drives or other storage devices and media that contained County data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

4.6 Upon the termination of this Agreement or the end of serviceable life of any media used in connection with this Agreement, Provider shall, at County's option, (a) securely destroy all media (including media used for backups) containing any County Data and County information and provide to County a signed certificate of destruction within ten (10) business days, and/or (b) return to County all County Data and provide a signed certification within two (2) business days, documenting that no County Data or information is retained by Provider in any format or media.

5. Transition/Disentanglement

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

- a) Promptly provide the Transferee with all nonproprietary information needed to perform the Disentanglement, including, without limitation, data extracts, interface specifications, data about related professional services, and complete documentation of all relevant software and hardware configurations excluding all proprietary information;
- b) Promptly and orderly conclude all work in progress or provide documentation of work in progress to Transferee, as County may direct;

- c) Not, without County's prior written consent, transfer, reassign or otherwise redeploy any of Provider's personnel during the Disentanglement period from performing Provider's obligations under this Agreement;
- d) If applicable, with reasonable prior written notice to County, remove its assets and equipment from County facilities;
- e) If County requests, and to the extent permitted under the applicable agreements, assign to the Transferee (or use its best efforts to obtain consent to such assignment where required) all contracts including third-party licenses and maintenance and support agreements, used by Provider exclusively in connection with the Services. Provider shall perform all of its obligations under such contracts at all times prior to the date of assignment, and Provider shall reimburse County for any losses resulting from any failure to perform any such obligations;
- f) Deliver to Transferee all current, nonproprietary documentation and data related to County- owned assets and infrastructure. After confirming in writing with County that the applicable County data is received intact or otherwise securely stored by County, Provider shall securely erase all County data, including on any hard drives and backup media, to NIST standards. Upon written consent from County, Provider may retain one copy of documentation to the extent required for Provider's archival purposes or warranty support; and
- g) To the extent requested by County, provide to County a list with current valuation based on net book value of any Provider-owned tangible assets used primarily by Provider in connection with the Services. County shall have the right to acquire any or all such assets for net book value. If County elects to acquire such assets for the net book value, any and all related warranties will transfer along with those assets.

6. Managed Services/Professional Services (IT)/Third-Party Vendors

6.1 Provider shall immediately notify the County of any terminations/separations of employees performing services under the Agreement or who had access to the County's network in order to disable such employees' access to County systems.

6.2 Provider shall ensure all Provider employees have signed County's Information Security Policy Acknowledgement form prior to accessing County network environment. (PCI 12.3.5) For clarity, this control is not applicable to the Vendor as of the Effective Date of the Second Amendment.

6.3 Provider shall perform privacy and information security training to its employees with access to the sensitive County environment upon hire and at least annually. (PCI 12.6.1)

7. Software

7.1. Provider must provide a security plan or secure configuration guide for Software installed in the County environment by the Provider.

7.2. Provider shall advise of any third party software (e.g., Java, Adobe Reader/Flash, Silverlight) required to be installed and version supported. Provider shall support updates for critical vulnerabilities discovered in the versions of third party software installed.

7.3. Provider shall ensure that the Software is developed based on industry standards/and or best practices, including following secure programming techniques and incorporating security throughout the software-development life cycle.

7.4. Provider shall ensure the Software has a security patch issued for newly identified vulnerabilities within 30 days for all critical or high security vulnerabilities.

7.5. Provider shall ensure the Software provides for role-based access controls.

7.6. Provider shall support electronic delivery of digitally signed upgrades from Provider or supplier website.

7.7. Provider shall enable auditing by default in software for any privileged access or changes.

7.8. If the Software is a payment application which processes, stores, or transmits credit card data, the VISA Cardholder Information Security Program ("CISP") payment Application Best Practices and Audit Procedures will be followed and current validation maintained.

7.9. Provider shall regularly provide County with end-of-life-schedules for all applicable Software.

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EXHIBIT C

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

The specific goods and services listed below as "Software and Services Fees" may be requested by County in writing at any time and in any amount, and Provider shall provide same and invoice to County to the extent incurred during the applicable invoicing period. If County elects to add, remove, increase, or decrease the units or services provided, Provider shall issue an appropriate invoice or credit for the pro rata portion of the software or services based upon the requested adjustment.

To the extent any products or services are not specified below as "Software and Services Fees," any products or services shall require negotiation and execution of an appropriate Work Authorization or amendment to this Agreement.

Software and Services Fees

Description	Unit	Invoicing	Fees
Software License and Support and Maintenance Services	Annually per User	Annually in advance	\$300/user
Enhanced Support for Software (Help Desk)	Annually per User	Annually in advance	\$120/user
Data Management and Hosting	Annually per User	Annually in advance	\$240/user
Document Scanning and Image Storage Functionality	Annually per User	Annually in advance	\$50/user
AMA ICD-9 and CPT Code Licensing Fees	Annually per User	Annually in advance	\$20/user
Eligibility and Enrollment Fee per transaction	Per Transaction	Annually in advance	\$0.30/transaction
On-site Provide Enterprise End User Training	Per training session for up to 15 users	Annually in advance	\$2,000.00
WebEx/VPN Session	Hourly	Annually in advance	\$125.00/hour

Optional Services (unless otherwise stated in applicable Work Authorization)

Description	Unit/Term	Invoicing	Fee
Website Hosting	Annually	Per Work Authorization	\$7,500.00
Enterprise Customizations	Hourly	Monthly in arrears	\$125/hour
Consulting (including Transition & Disentanglement Services)	Hourly	Monthly in arrears	\$125/hour
Additional Training	Hourly	Monthly in arrears	\$125/hour

Exhibit F – Federally Funded Contracts Requirements

Provider shall comply with the following additional obligations to the extent applicable:

1. For all federally assisted construction contracts (as defined in 41 C.F.R. Part 60-1.3):

a. Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. Provider will, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

c. Provider will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Provider's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. Provider will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. Provider will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of Provider's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. Provider will include the provisions of Sections (1)(a) through (1)(f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary

of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Provider will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Provider may request the United States to enter into such litigation to protect the interest of the United States.

2. For all construction contracts in excess of \$2,000:

a. Provider shall to comply with 40 U.S.C. 3141-3144, 3146-3148 as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federal Financed and Assisted Construction"), and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

b. Provider is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Provider shall pay wages not less than once a week.

c. Provider shall comply with the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874, 40 U.S.C. § 3145, and 29 C.F.R. Part 3, "Providers and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," as may be applicable, which are incorporated by reference into this contract. Provider shall not induce by any means any person employed in construction, completion or repair of work, to give up any part of the compensation to which he or she is otherwise entitled.

d. Provider shall insert in any subcontracts the clause above and such other clauses as the federal funding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Provider shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

e. A breach of the contract clause above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

3. All contracts in excess of \$100,000 that involve the employment of mechanics or laborers:

a. Provider shall comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by the Department of Labor regulations (29 CFR Part 5).

b. Provider shall, among other things, compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Provider shall compensate work in excess of the standard work week at a rate of not less than one and half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Provider shall not require

laborers or mechanics to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

4. All federally funded contracts:

a. Provider shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the federal funding agency.

b. Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

c. Provider shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

d. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. Provider affirms and verifies that neither the Provider, nor any of its principals (defined at 2 C.F.R. § 180.995) or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

e. Provider shall comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and shall include there requirements to comply in any lower tier covered transaction it enters into relating to this Agreement.

f. The foregoing subsections are material representations of fact relied upon by Broward County. If it is later determined that Provider did not comply with 2 C.F.R. Part 180, subpart C or 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Broward County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

g. Provider agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C until the termination or expiration of this Agreement. Provider further agrees to include a provision requiring such compliance in its lower tier covered transactions relating to this Agreement.

h. Provider shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Among other things, Provider shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recover materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item

exceeds \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5. By execution of this Agreement, Provider certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. Provider shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Provider certifies or affirms the truthfulness and accuracy of each statement of the foregoing certification and disclosure, if any. In addition, the Provider understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Exhibit G – Work Authorization Form
WORK AUTHORIZATION FOR AGREEMENT _____

Contract Number: _____
 Work Authorization No. _____

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

Services to be provided: [DESCRIBE IN DETAIL]

Agreement at issue is __ Lump Sum/ __ Not-to-Exceed for amount: \$ _____

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

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

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

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

County

_____		Contract Administrator	Date
Project Manager	Date	Board or Designee	Date

Provider

_____		Signed	Date
Attest	_____	Typed Name	_____
		Title	_____