



BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA

AGREEMENT SUMMARY

EXHIBIT 1

1. Other Contracting Party:

MEDIWARE INFORMATION SYSTEMS, INC

2. Proposed Action:

☐ New Contract ☒ Amendment, Number First ☐ Renewal ☐ Extension

3. Document Type (select one):

Other Software hosting and maintenance agreement.

4. Purpose/Description:

Amendment to extend the agreement to provide ServicePoint as the designated software application for the Homeless Management Information System (HMIS).

5. Special Provisions (select if applicable):

<input type="checkbox"/> Living Wage Program	<input type="checkbox"/> SBE Sheltered Market Program
<input type="checkbox"/> Workforce Investment Pilot Program	<input type="checkbox"/> M/WBE Program
<input type="checkbox"/> Federal DBE/ACDBE program	<input type="checkbox"/> In-Kind Match Required: \$ _____ or _____ %
<input type="checkbox"/> CBE Program	<input type="checkbox"/> Cash Match Required: \$ _____ or _____ %

6.a. Effective Dates (for new agreements only):

Start : _____

End: _____

6.b. Effective Dates (amendments only):

☐ No Change
☒ End date has changed from MAY, 6 2018 to MAY 6, 2023.
☒ Term has increased from Five to Ten years.

7. Contract Administrator:

Name: Kimm Campbell

Phone: 954-357-6385

8. Contract Type:

<input type="checkbox"/> Cost reimbursement	<input checked="" type="checkbox"/> Open-end
<input type="checkbox"/> Firm fixed price	<input type="checkbox"/> Time and materials
<input type="checkbox"/> Performance-based	<input type="checkbox"/> Other _____

9.a. Contract Value (new contracts)

☐ Actual ☐ Estimated

Base amount	
Reimbursables	
Optional Services	
Total contract value	

9.b. Contract Value (amendments only)

☐ No change ☐ Actual ☒ Estimated

Original approved contract value	\$698,070.70
Approved previous adjustments	0
Value of this action	\$1,250,000
Amended total contract value	\$1,948,070.70

10. Payment Method

☐ Lump Sum Payment
☒ Milestone or Progress-Based
☐ Scheduled or Time-Based
☐ Other

11. Payment Terms

Compensation is based on phases of work performed. Payment of \$61,490 annually and in advance for all Cloud services for the first two years of the Amended Agreement. Annual costs for years 3 through 10 would be per pricing approved by Director of Purchasing. Additional payments would be incurred for optional services upon delivery of agreed upon services such as user license fees, onsite vendor training, professional services, data conversions and custom reports. Each year within the allowable ten-year period Maximum Not-to-Exceed amount is \$125,000. An original invoice plus one (1) copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. County shall pay Licensor within thirty (30) calendar days of receipt of Licensor's proper invoice. Payment may be withheld for failure of Licensor to comply with a term, condition, or requirement of Agreement.

12. Cost Adjustment

<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Fixed Percentage - ____%	<input type="checkbox"/> Actual Cost
<input type="checkbox"/> CPI or other Index	<input type="checkbox"/> Fixed Amount - \$ _____	<input type="checkbox"/> Other:

13. Equity Program Participation Summary

- a. County established M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal for this action or project: N/A
- b. Contractor-committed M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal planned for this action or project: N/A
- c. M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation to date: N/A

14. Renewal or Extension Terms:

15. Termination and Cancellation Provisions

For Cause: ARTICLE 21.1 OF MIAMI DADE CONTRACT: FOR

<p>AUTHORIZES TEN ONE-YEAR ANNUAL RENEWALS, WITH TOTAL NOT TO EXCEED AMOUNT OF \$125,000 PER YEAR.</p>	<p>FRAUD, MATERIAL MISREPRESENTATION OR MATERIAL MISSTATEMENT. ARTICLE 21.4 TERMINATION DUE TO A MATERIAL BREACH OF ARTICLE 4 SHALL BE EFFECTIVE UPON NOTICE.</p> <p>For Convenience: ARTICLE 21.2 OF MIAMI DADE CONTRACT: IN WRITING AT ANY TIME AT THE COUNTY'S DISCRETION WITH OR WITHOUT CAUSE. ARTICLE 21.4: EFFECTIVE 30 DAYS AFTER NOTICE OF TERMINATION TO DEFAULTING EXHIBIT 1</p> <p>PAGE 1 OF 2</p> <p>PARTY IF DEFAULTS HAVE NOT BEEN CURED WITHIN THE 30-DAY PERIOD.</p>
<p>16. Deliverables, milestones or scope of this action:</p>	<p>Licensing, hosting and professional services.</p>
<p>17. List terms, considerations or deviations from standard county form.</p>	<p>The Miami-Dade contract contains non-standard indemnification provisions and limitations of liability, however ETS and CPD have determined that there are no risks or technical exposures from these provisions.</p>