



FIRST AMENDMENT TO AGREEMENT ADOPTING THE MIAMI-DADE COUNTY PROFESSIONAL SERVICES, SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT, LOCAL SERVICES INFORMATION SYSTEM, WITH BOWMAN SYSTEMS, LLC

This First Amendment ("First Amendment") to the Agreement Adopting the Miami-Dade County Professional Services, Software License, Maintenance and Support Agreement, Local Services Information System, with Bowman Systems, LLC, is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Mediware Information Systems, Inc. ("Mediware" or "Provider"), successor to Bowman Systems, LLC, and authorized to transact business in the State of Florida (collectively, County and Provider are referenced as the "Parties").

RECITALS

A. On May 7, 2013, the Parties entered into the Agreement Adopting the Miami-Dade County Professional Services, Software License, Maintenance and Support Agreement, Local Services Information System, with Bowman Systems, LLC ("Agreement"), to provide a Service Point Homeless Management Information System solution for County's Community Partnerships Division.

B. The Agreement was originally executed between County and Bowman Systems, LLC, which was acquired by Mediware on or about May 25, 2016. Mediware assumed all rights and obligations of Bowman Systems, LLC under the Agreement.

C. The original term of the Agreement was for one year with five optional one-year renewal terms. County effectively exercised the first three one-year renewals, and, pursuant to authority granted by the Broward County Board of County Commissioners on May 3, 2016 (Item 8), effectively exercised the remaining two one-year renewals. The Agreement is currently scheduled to terminate on May 6, 2018, but for the retroactive application of this First Amendment.

D. The Parties desire to amend the Agreement retroactively to extend the term for up to five (5) additional one-year renewals terms, which, if fully exercised, would extend the Agreement through May 6, 2023.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto 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 First 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. Where applicable herein, changes to the text of the Agreement are shown in strikethrough text to indicate deletions and bold/underlining text to indicate additions.

3. Binding on Successor. The Parties agree and stipulate that Mediware succeeded to all rights and obligations of Bowman Systems, LLC under the Agreement, and the Agreement is fully binding as between County and Mediware. All references to Bowman Systems, LLC in the Agreement are hereby amended to refer to Mediware.

4. Extension. Paragraph 5 of the Agreement is amended as follows:

5. The Agreement shall be effective on the date of complete execution of this Agreement and the initial term shall be one (1) year. The option to renew the Agreement each year on a year-to-year basis for a maximum total of ~~five (5)~~ **ten (10)** years may be exercised by the County's Purchasing Director.

5. Retroactive Extension. The Parties agree that upon the full execution of this First Amendment, the Agreement will be deemed to be effectively extended for a sixth renewal term for the period May 7, 2018, through May 6, 2019.

6. Not-To-Exceed Amounts. Paragraph 6 of the Agreement is amended as follows:

6. The total maximum compensation for the initial one-year term of this Agreement shall not exceed ~~the amount of three hundred seventy four thousand, five hundred seventy four dollars and fourteen cents (\$374,574.14), and the total maximum compensation for the entirety of this Agreement inclusive of any extensions shall not exceed the amount of six hundred ninety eight thousand seventy dollars and seventy cents (\$698,070.70)~~ **the following**, which amounts shall be paid as more specifically detailed in Exhibit C only for work actually performed and completed pursuant to this Agreement, and which amounts shall be accepted by Licensor as full compensation for all such work-;

<u>Term</u>	<u>Not-To-Exceed Amount</u>
<u>Initial Term</u>	<u>\$374,574.14</u>
<u>Initial term plus first five (5) extension terms</u>	<u>\$698,070.70</u>
<u>Extension terms for Years 6 and 7 (if so extended)</u>	<u>\$85,000.00/annually</u>
<u>Each subsequent extension term (Years 8 through 10) (if so extended)</u>	<u>Per Pricing Schedule approved by Director of Purchasing</u>

7. The applicable Price Schedule (Exhibit C to the Agreement) for the time periods from May 7, 2018, through May 6, 2020 (if so extended), shall be as set forth in Exhibit C-1, attached hereto.

The Parties shall negotiate and agree upon the applicable Price Schedule for any subsequent renewal terms, and upon agreement to same, such Price Schedule shall be included in the applicable Purchase Order issued by Broward County. The Director of Purchasing is authorized to approve the Price Schedules for the additional renewal term(s).

8. Insurance. Exhibit E to the Agreement is amended and replaced in its entirety with Exhibit E hereto.

9. No Disputes. The Parties agree and stipulate that the County has paid all amounts due and owing to Provider under the Agreement for time periods through May 6, 2018, that neither Party is in default or has received notice of default under the Agreement, and the Parties have no outstanding claims for payment or credits with respect to any matters covered by the Agreement.

10. Effective Date. The effective date of this First Amendment shall be earlier of the date of complete execution by the Parties or May 7, 2018.

11. Counterparts. This First 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.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: 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 _____, 2018, and Mediware Information Systems, Inc., signing by and through its _____, duly authorized to execute same.

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 _____, 2018

Insurance requirements
approved by Broward County
Risk Management Division

By Colleen Pannall 05/22/18
Signature (Date)

Colleen Pannall Risk Analyst
Print Name and Title above

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

By [Signature] 5/22/18
René D. Harrod (Date)
Deputy County Attorney

RDH
5/05/2018
Mediware First Amendment
#2905075.2

FIRST AMENDMENT TO AGREEMENT ADOPTING THE MIAMI-DADE COUNTY PROFESSIONAL SERVICES, SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT, LOCAL SERVICES INFORMATION SYSTEM, WITH BOWMAN SYSTEMS, LLC

PROVIDER

WITNESSES:

[Signature]

Signature

Rachel Sasse

Print Name of Witness

[Signature]

Signature

Jimmy Concoran

Print Name of Witness

MEDIWARE INFORMATION SYSTEMS, INC.

By *[Signature]*

Authorized Signor

Stephen Greenberg, SVP, Human & Social Services

Print Name and Title

21st day of May, 2018

ATTEST:

[Signature]

Corporate Secretary or authorized agent

Notary Public

(CORPORATE SEAL)

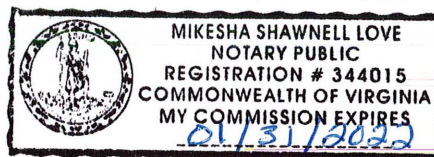


Exhibit C-1

ServicePoint License Count Summary	
Item	Quantity
ServicePoint - User License *	337
ServicePoint - Reporting User - Premium (AdHoc)	5
ServicePoint - Reporting User - Basic (Report Viewer)	68

Cloud Service Fees Billed on a Per License Basis			
Qty.	Per License	Item	Annual
337	\$50.00	ServicePoint - Software Maintenance, Enhancement, & Customer Support Fee (up to 68 hrs.)	\$16,850.00
337	\$12.50	ServicePoint - Database Encryption Tier 2 Annual Per User Fee	\$4,212.50
5	\$80.00	ServicePoint - Reporting User - Premium (AdHoc) Fee	\$400.00
68	\$40.00	ServicePoint - Reporting User - Basic (Report Viewer) Fee	\$2,720.00
73	\$7.50	ServicePoint - Reporting User - Bandwidth Fee	\$547.50
Sub-Total Cloud Service Fees Billed Annually on a Per License Basis			\$24,730.00

Cloud Service Flat Fees			
Qty.	Per Unit	Item	Annual
1	\$18,360.00	ServicePoint - User Hosting Fee	\$18,360.00
1	\$400.00	ServicePoint - AIRS Taxonomy (non-profit)	\$400.00
1	\$400.00	ServicePoint - SSL Certificate	\$400.00
1	\$3,000.00	ServicePoint - Training Site	\$3,000.00
1	\$9,600.00	ServicePoint - Premium Disaster Recovery Tier 2 Users	\$9,600.00
1	\$5,000.00	ServicePoint Module - CallPoint	\$5,000.00
Sub-Total Cloud Service Flat Fees Billed Annually			\$36,760.00

Total Annual Cloud Service Fees	\$61,490.00
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* Unlimited additional user licenses may be added to the system. For additional licenses, the following fees apply:

One-time Fees:

ServicePoint - User License: \$125/license

ServicePoint - Database Encryption User License - Tier 2: \$50/license

Annual Recurring Cloud Service Fees:

ServicePoint - Software Maintenance, Enhancement, & Customer Support: \$50/license/year

ServicePoint - Database Encryption Tier 2 Annual Per User Fee: \$12.49/license/year

ServicePoint - Reporting User - Premium (AdHoc) Fee: \$80/license/year

ServicePoint - Reporting User - Basic (Report Viewer) Fee: \$40/license/year

ServicePoint - Reporting User - Bandwidth Fee: \$7.50/license/year

Professional Services (Optional)**Consulting Services**

Services: \$200/hour or \$1,650/day (minimum 3 days - expenses not included.)

Training Services

Webinar Training: \$200/hour

On-site Training: \$1,650/day (Minimum purchase of 3 days. Travel expenses are included in the price.)

Data Conversion, Custom Reports, & Custom Programming


Statement of Analysis/Statement of Work: \$125/hour (\$150/hour will be charged for expedited services.)

Optional Items for Consideration

ServicePoint Module - Eligibility: \$5,000/year	The Eligibility Module is a two-pronged dynamic tool used to compare individuals in need with all the agencies and programs in a community's database. Agencies and programs enter and modify their criteria for benefits within the system. Other important features include client poverty calculation, household membership, qualifying income information, and consideration of demographic information in determining eligibility.
Client Services - Webinar Training (Eligibility): \$600/one-time fee	Remote Webinar training geared toward System Administrator "Train-the-trainer"
ServicePoint Module - FundManager: \$7,500/year	The FundManager Module of ServicePoint is a grant management solution that allows seamless grant management with integration into client records, providing a full picture of how funds are spent and whom funds assist
Client Services - Onsite Training (FundManager): \$3,300/one-time fee	2-day Onsite training geared toward System Administrator "Train-the-trainer"
ServicePoint Module - SkanPoint Auxiliary: \$2,500/year	The SkanPoint Auxiliary Application was developed for use with a kiosk type setup, to provide clients an intuitive interface to choose pre-selected services offered by a ServicePoint provider, and have those services recorded in the client's record with an accompanying need record.
ServicePoint Module - ShelterPoint Auxiliary: \$2,700/year	The ShelterPoint Auxiliary Application provides ServicePoint users with the ability to see whether clients are either "on" or "off" the shelter premises at any given time. Two workstations - one for In and one for Out - are required to run this application. (Hardware is not included.)
CommunityPoint - License Fee: \$2,500/one-time Fee	CommunityPoint is a publicly searchable website that provides access to community resources, such as agency, program, and service information.
CommunityPoint - Support, Maintenance and Hosting Fee: \$5,000/year	
Client Services - Webinar Training (CommunityPoint): \$600/one-time fee	Remote Webinar training geared toward System Administrator "Train-the-trainer"

EXHIBIT E **INSURANCE REQUIREMENTS**

Project: **ServicePoint (HMIS)**
Agency: **Human Services Department**

TYPE OF INSURANCE	ADDL INSR	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	 \$1,000,000 	 \$2,000,000
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	 \$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input type="checkbox"/>	<input type="checkbox"/>			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$100,000	
<input checked="" type="checkbox"/> CYBER LIABILITY	<input type="checkbox"/>	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of: *Maximum Deductible:	\$1,000,000 3 years \$25 k	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of: *Maximum Deductible:	\$1,000,000 3 years \$25 k	
<input type="checkbox"/> CRIME AND FIDELITY/EMPLOYEE DISHONESTY <i>Broward County must be named as a Loss Payee.</i>			Each Occurrence:		
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					
CERTIFICATE HOLDER: Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301			<div style="text-align: right;">  <small>Digitally signed by Cheryl A. Powell, DN: cn=Cheryl A. Powell, o=Human Services Department, ou=HMIS, email=cheryl.a.powell@broward.org, c=US</small> Risk Management Division </div>		