

**AGREEMENT ADOPTING THE MIAMI-DADE COUNTY PROFESSIONAL SERVICES,
SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT, SOCIAL
SERVICES INFORMATION SYSTEM, WITH BOWMAN SYSTEMS, LLC,
DATED SEPTEMBER 16, 2008**

This Agreement ("Agreement") Adopting the Miami-Dade County Professional Services, Software License, Maintenance And Support Agreement, Social Services Information System with Bowman Systems, LLC, dated September 16, 2008 (the "Miami-Dade County Contract") is hereby made and entered into by and between Broward County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Bowman Systems, LLC, a Louisiana corporation authorized to do business in the State of Florida with its principal office located at 300 Texas Street, Suite 300, Shreveport, Louisiana 71101 ("Licensor").

WHEREAS, on December 14, 2007, Miami-Dade County competitively solicited under solicitation EPP-RFP 603 for a Social Services Information System, for its Service Point Homeless Management Information System, and received two proposals which were opened on January 18, 2008;

WHEREAS, on or about September 16, 2008, as a result of the competitive solicitation process, Miami-Dade County entered into the Miami-Dade County Contract No. EPP-RFP 603 ("Miami-Dade County Contract") with the Licensor for the term commencing effective September 17, 2008 for a period of one year through September 16, 2009;

WHEREAS, Miami-Dade County approved the renewal of the Miami-Dade County Contract for subsequent one-year renewals through November 15, 2013, with an additional optional one-year extension available through November 14, 2014;

WHEREAS, under Article 36 of the Miami-Dade County Contract, Licensor agreed to contract separately with other political subdivisions based upon the same terms and conditions of the Miami-Dade County Contract;

WHEREAS, on January 15, 2013, the Broward County Board of Commissioners ("Board") authorized the Director of Purchasing to negotiate a scope of work with Licensor under the Miami-Dade County Contract to provide a Service Point Homeless Management Information System solution for the County's Community Partnerships Division; and

WHEREAS, the Board desires the County to enter into this Agreement on behalf of Broward County;

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

1. The terms of the Miami-Dade County Contract, attached hereto as **Exhibit A**, are hereby adopted and made part of this Agreement between the County and Licensor, except to the extent expressly modified in this Agreement inclusive of its attachments. This Agreement is by and between only Broward County and the Licensor, and nothing in this



Agreement shall affect the rights, duties or obligations as between Licensor and Miami-Dade County under the Miami-Dade County Contract.

2. Broward County is substituted for Miami-Dade County in the Miami-Dade County Contract and its incorporated documents, except as modified herein or where the context clearly requires otherwise. County's Contract Administrator is substituted for the Miami-Dade County Project Manager in all instances in which same is referenced in the Miami-Dade County Contract, and the Director of the County's Community Partnerships Division shall serve as the Contract Administrator. Licensor acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement except as expressly authorized by the County's Procurement Code (Chapter 21 of the County's Administrative Code).

3. The purpose of this Agreement is to allow County to purchase the Service Point Homeless Management Information System ("HMIS") solution provided by Licensor and related services under the terms, conditions, and prices set out in the Miami-Dade County Contract, except as otherwise agreed. The procurement of these services from Licensor shall be pursuant to this Agreement, including the Statement of Work attached hereto as **Exhibit B** (Statement of Work) to this Agreement.

4. Licensor shall perform all work identified in Exhibit B (Statement of Work). This Agreement describes Licensor's obligations which are deemed to include preliminary considerations and prerequisites, labor, materials, equipment and tasks which are such an inseparable part of the work described that exclusion would render performance by Licensor impractical, illogical or unconscionable. County may also request changes that would increase, decrease, or otherwise modify Exhibit B, including request that Licensor provide additional consulting and programming services for customization and enhancements to the System. County shall pay for such work and services at the rate set forth in Exhibit C hereto. Any such optional services may be done through a Work Authorization Form (attached hereto as **Exhibit D**).

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) years may be exercised by the County's Purchasing Director.

6. The total maximum payment referenced in Article 7 of the Miami-Dade County Contract is amended and replaced with the following: 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), 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.



7. Section 15.2 of the Miami-Dade County Contract is deleted in its entirety and replaced with the following: Licensors may submit invoices for compensation no more often than a monthly basis, but only after the services for which the invoices are submitted have been completed. 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. Invoices shall designate the nature of the services performed and/or the expenses incurred. County shall pay Licensors within thirty (30) calendar days of receipt of Licensors' proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49). To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and any instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Licensors to comply with a term, condition, or requirement of this Agreement. Licensors shall pay its subcontractors and suppliers within thirty (30) days following receipt of payment from County for such subcontracted work or supplies. Licensors agrees that if it withholds an amount as retainage from such subcontractors or suppliers, that it will release such retainage and pay same within thirty (30) days following receipt of payment of retained amounts from County.

8. The Payment Schedule set forth in Section 15.3 of the Miami-Dade County Contract is deleted in its entirety and replaced with the following:

Phase	% of Not to Exceed Amount for Initial Term	Total Amount Due for Phase
Phase 1 acceptance	25%	\$93,643.54
Phase 2 acceptance	25%	\$93,643.54
Phase 3 acceptance	25%	\$93,643.54
Phase 4 Final Acceptance	Balance per Price Schedule	Balance per Price Schedule
THROUGH FINAL ACCEPTANCE	100%	Not to Exceed \$374,574.14

9. The limited warranty referenced in Section 18.2 of the Miami-Dade County Contract shall commence for a period of one (1) year from the date of complete execution of this Agreement.

10. Sections 18.4, 18.5, and 18.6 are amended as follows (bold underline to indicate additions; strikethrough to indicate deletions):

Section 18.4 Hardware. All Hardware supplied under this Agreement will be owned by Licensors **and is warranted: to be free from defects in material and workmanship under normal use and remain in good working order, wear and tear excepted; to**

function properly and perform in accordance with this Agreement, the Statement of Work, and the Documentation; and to comply with and meet the performance standards of the original equipment manufacturer's published specifications.

18.5 Limitations. Notwithstanding the warranty provisions set forth in Sections 18.2, 18.3, and 18.4 above, all of Licensor's obligations with respect to such warranties shall be contingent on County's use of the Software and Hardware in accordance with this Agreement and in accordance with Licensor's instructions as provided to the County in the Documentation, as such instructions may be amended, supplemented, or modified by the Licensor from time to time. The Licensor shall have no warranty obligations with respect to any failures of the Software and Hardware which are the result **of an accident, abuse, misapplication or extreme power surge, which is not the result of negligence by Licensor.**

18.6 Licensor's Sole Remedy. The Licensor's entire liability and the County's exclusive remedy shall be, at the County's option, either (a) repair or replacement of the Software ; provided the Licensor receives written notice from the County during the warranty period of a breach of warranty or (b) return of the License and service fees **or Hardware fees** paid to date. Any replacement Software will be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer, **and any replacement Hardware shall be warranted under the original warranty terms of Section 18.4.**

11. Article 19 is amended to add the following: Licensor shall provide, pay for, and maintain in force at all times during the term of this Agreement insurance coverages and limits as set forth in **Exhibit E** hereto. Licensor shall provide the required insurance Certificate and other information required under Article 19 to the persons identified for Notices under Article 26, and the certificate holder must read: "Broward County, 115 S. Andrews Ave., Room 210, Ft. Lauderdale, Florida 33301."

12. Article 26 is amended to replace the notification information for County with the following:

(1) To the County:

Broward County Community Partnerships Division
Governmental Center, Suite A360
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Attention: Director, Community Partnerships Division

13. Articles 28, 30 and 31 are deleted in their entirety from the Miami-Dade County Contract.

14. Article 29 is amended to add the following sentence: Venue for all claims shall be in Broward County, and the parties consent to exclusive jurisdiction in the state courts in and for Broward County, Florida for any dispute relating to or arising in connection with this Agreement.



15. Article 34 is amended to add the following sentence: Licensors shall comply with the standards and requirements set out in the Service Level Agreement ("SLA") attached hereto as **Exhibit F** in the course of providing the System and Services hereunder.

16. Article 38 is added as follows:

ARTICLE 38. FINAL INSPECTION, TESTING AND ACCEPTANCE

Licensors agree that all Software and Services shall be inspected and tested by County together as set forth herein and final payment shall not be made until County has completed the "Final Acceptance." To the extent required under Broward County Administrative Code 22.148(c), final payment shall not be made prior to formal acceptance of the complete System by the Broward County Chief Information Officer ("CIO").

There shall be a testing period during which the System can be used by County. The purpose of the testing period is to permit County, including County's Enterprise Technology Services ("ETS"), to determine whether the Social Services Information System including the Software and Services provided to County pursuant to this Agreement (collectively, "System") properly functions in accordance with the Statement of Work, Documentation, and this Agreement, and provides the capabilities described therein.

- a. The period for testing the System will be for thirty (30) business days which period shall commence on the first business day after Licensors inform County in writing that it has completed the Services required to be performed prior to testing and is ready for the testing to begin of the System.
- b. If County rejects the System, or any part thereof, its Contract Administrator shall specify the reasons therefore which reasons shall specify the acceptance criteria that the System failed to meet. Upon receiving the written notice of rejection, Licensors shall have ten (10) business days after receipt of notice within which to either (a) modify, repair, adjust, or replace the System or any portion thereof or (b) set forth in writing the reasons the System or portion thereof meet the acceptance criteria specified in County's notice. Any dispute as to whether the System or portion thereof complies shall be impartially determined by County's CIO, whose decision shall be final.
- c. If Licensors modifies, repairs, adjusts, or replaces the System or portion thereof, then County, including its ETS, shall have ten (10) additional business days to retest the System, or portion of the System, to confirm its proper operation and shall notify Licensors in writing of any rejection in the same manner as specified above.
- d. In the event that Licensors is unable to remedy the reason or reason(s) for County's rejection, or any part thereof, within a total of ten (10) business days after receipt of County's initial notification, County, including its ETS, shall elect either to accept the System as it then exists or reject the System and terminate the Agreement by written notice from the Contract Administrator.
- e. If County, including its ETS, elects to accept the System as it then exists (partial acceptance), Licensors shall continue to remedy the reason(s) for County's partial

acceptance and shall provide County with the complete System meeting the acceptance criteria set out in this Agreement, prior to any final payment being made by County after County's written Final Acceptance.

- f. If Licensor fails to remedy the reason(s) for County's partial acceptance within ten (10) business days after Licensor's receipt of County's partial acceptance written notification, including testing by County, then County shall be entitled to deduct from any final payment, or be paid by Licensor, the value of the rejected portion of the System as mutually determined and approved in writing by the Contract Administrator and Licensor's President. In the event the Parties' representatives cannot mutually agree to such a value within thirty (30) calendar days after Licensor's receipt of County's partial acceptance notification, then any and all unpaid amounts otherwise due to Licensor shall be retained by, or paid to, County as reimbursement for accepting a System that has failed to meet the acceptance criteria.
- g. If County elects to reject the System as a whole and terminate, Licensor shall refund to County any and all funds paid by County to Licensor under the Agreement within thirty (30) calendar days after the written notice of contract termination from Contract Administrator.

17. Article 39 is added as follows:

ARTICLE 39. CBE

Although no County Business Enterprise ("CBE") goal has been set for this Agreement as implemented under the Broward County Business Opportunity Act of 2012 (Broward County Ordinance No. 2012-33, as may be amended), COUNTY encourages Licensee to give full consideration to the use of CBE firms to perform work under this Agreement.

18. Article 40 is added as follows:

ARTICLE 40. NON-PROFIT USERS

Licensor agrees and acknowledges that County may allow non-profit organizations (and public entities) to be added as additional users in accordance with the pricing schedule attached as Exhibit C.

19. Article 41 is added as follows:

ARTICLE 41. HIPAA

It is expressly understood by the Parties that County's Contract Administrator personnel and agents have access to Protected Health Information (hereinafter known as "PHI") that is subject to the requirements of 45 CFR §160, 162 and 164 and related regulations, requiring compliance with the Health Insurance Portability and Accountability Act of 1996 (hereinafter known as "HIPAA"). Licensor shall comply with all HIPAA requirements and execute a County-approved form Business Associate Agreement attached hereto as **EXHIBIT G**.

20. This Agreement shall be effective upon the date of complete execution of the Agreement by all of the parties.

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



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

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 _____

____ day of _____, 20____
Mayor

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 _____
Risk Management Division
Signature Frank Vasquez (Date)
Risk Insurance and Contracts

By Andrea S. Froome (04-12-13)
Andrea S. Froome (Date)
Senior Assistant County Attorney

Frank Vasquez
Print Name and Title above
Special Project Coord.

and
By René D. Harrod 4/12/13
René D. Harrod (Date)
Assistant County Attorney

ASF:RDH:DMB/lw
03/25/13
#13-099.01
2013-03-25 Bowman Agreement

**AGREEMENT ADOPTING THE MIAMI-DADE COUNTY PROFESSIONAL SERVICES,
SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT, SOCIAL
SERVICES INFORMATION SYSTEM, WITH BOWMAN SYSTEMS, LLC,
DATED SEPTEMBER 16, 2008**

BOWMAN SYSTEMS, LLC

WITNESSES:

BOWMAN SYSTEMS, LLC

A. P. Philip S.
Signature

Philip Stephens
Print Name of Witness above

Andrew P. Tynan
Signature

Andrew P. Tynan
Print Name of Witness above

By: *Robert P. Bowman*
Authorized Signor

Robert P. Bowman, CEO
Print Name and Title

8th day of April, 2013

ATTEST:

Deborah W. Cox
Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL)

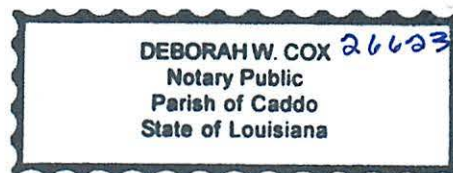


EXHIBIT A

Miami-Dade County Contract



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

**MIAMI-DADE COUNTY PROFESSIONAL SERVICES, SOFTWARE LICENSE,
MAINTENANCE, AND SUPPORT AGREEMENT**

Social Services Information System

THIS SOFTWARE LICENSE, PROFESSIONAL SERVICES, MAINTENANCE, AND SUPPORT AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO THIS 17 DAY OF SEPTEMBER, 2008 (THE "EFFECTIVE DATE") BY AND BETWEEN THE MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND BOWMAN SYSTEMS, L.L.C., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF LOUISIANA, HAVING ITS PRINCIPAL OFFICE AT 300 TEXAS STREET, SUITE 300, SHREVEPORT, LA 71101 (HEREINAFTER REFERRED TO AS THE "LICENSOR" OR "CONTRACTOR").

RECITALS

WHEREAS, the County desires to contract with Licensor for a Social Services Information System which includes products and services furnished by the Licensor primarily consisting of a Web based vendor hosted software solution with all the software installed and providing training, support, and maintenance services, in accordance with the solicitation EPP-RFP 603;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

1.1 "Designated Equipment" or "Equipment" shall mean the Licensor hosted Hardware with which the Software is licensed for use by the County.

1.2 "Documentation" shall mean all manuals, user documentation, operating instructions, technical materials, and other textual or graphic materials related to the Software and which is furnished to County by Licensor in connection with this Agreement.

1.3 "License Fee" shall mean the fee associated to granting the County use of the Software.

1.4 "Software" shall mean the licensed computer programs combined into the browser-based software package listed in Exhibit "A" attached hereto and any subsequent error corrections or updates by Licensor pursuant to this Agreement or as may be amended from time to time by mutual consent of the parties in writing.

1.5 "Projects" and "Services" shall mean furnishing the software; providing training, support, and maintenance services; and completing final Social Services System testing.

1.6 "Maintenance and Support Services" shall mean the support required for the County to achieve optimal performance of the Licensor hosted Software and Hardware.

1.7 "Managed Services" shall mean fees paid to the Licensor by the County for bandwidth usage associated with Internet streaming, data storage, and Licensor Solution maintenance, upgrades, new releases, parts, customer support services, and system monitoring.



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows:

- 1) This Agreement including all exhibits thereto; 2) The EPP-RFP 603 including all addendums; and 3) The Licensors' proposal to EPP-RFP 603.

ARTICLE 3. CONTRACT TERM

3.1 This Agreement shall become effective on the date set forth above and shall be for duration of one (1) year provided the County is not in default at the expiration of any term. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract on a year-to-year basis, for a maximum total of five (5) years. Notwithstanding the expiration of any term of this Agreement, it is agreed and understood by the parties that any licenses provided by this Agreement and any such warranties, indemnities and insurances offered on those licenses are perpetual in nature and will survive the expiration of this Agreement.

3.2 Extension. The County also reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period or beyond any of the renewals and the County agrees to pay the fees associated with the extension.

3.3 Notification. The County will notify the Licensors in writing of the extension. This Contract may be further extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Licensors, upon approval by the Board of County Commissioners.

ARTICLE 4. Licensing and Hosting

4.1 ServicePoint™ Licenses. Expressly subject to the terms and conditions of this Agreement, and the full payment of the Fees for each license as stated on the Pricing Tables, Licensors hereby grants County the following perpetual, non-exclusive, nontransferable, and non-assignable license to use the products listed in Exhibit "B".

- a) ServicePoint™ Software License. Licensors hereby grants County a license to use the ServicePoint™ software and the right to designate those individuals or collective groups of individuals (such as agencies), up to the number permitted on the Exhibit "B" Price Schedule, using the software or accessing the associated internet websites ("End Users"). County hereby agrees to purchase a ServicePoint™ software license to access the ServicePoint™ program.
- b) ServicePoint™ End User Licenses. Licensors hereby grants End User Licenses up to the number set forth on the Exhibit "B" Price Schedule and the ServicePoint™ administration section. Thereafter, County shall purchase a ServicePoint™ End User License and pay the associated Fee after issuance of each End User License exceeding the number of licenses in the Pricing Table. Whether through the initial number of licenses stated on the Pricing Table or additional licenses thereafter, County shall purchase a ServicePoint™ End User License for each named End User and not concurrent End User. Each user of the ServicePoint™ software system must obtain, and County is responsible for each user acquiring, a unique End User License. Sharing of user names and passwords is expressly forbidden, though licenses may be transferred to subsequent End Users. In addition to the End User License granted herein, each End User must agree to the terms of this Agreement.



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

County agrees that it is responsible for all data input and management of all End Users.

- c) **ServicePoint™ Third Party Licenses.** Certain third-party licenses are required to operate the ServicePoint™ software and at County's sole cost. Third party licenses include, but are not limited to, Microsoft SQL, Microsoft Internet Information Server, PHP, and Microsoft Windows NT. Additional fees and charges for the third-party licenses shall be included in the Fees and paid by County in accordance with Section 3 above.
- d) **ServicePoint™ Hosting.** Licensor will store County's ServicePoint™ software programs, application, database and the web sites ("hosting") on servers owned and maintained by Licensor in Licensor's data center.

4.2 Ownership.

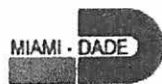
- a) **Title.** County acknowledges and agrees that, except for any underlying third-party software, Licensor solely and exclusively owns the Software Programs, Software Products and all other forms of Licensor's intellectual property, including without limitation, Trade Secrets, Trade Rights, Know-How, Work Product, goodwill, Moral Rights, copyrights, and patents, in existence now or hereafter, including all derivative products, updates, modifications or improvements (all collectively "Intellectual Property"). Nothing in this Agreement will be deemed to constitute a transfer by Licensor of its title in or any rights to any of its Intellectual Property whatsoever. For purposes of this Agreement, "Services" mean the professional, consulting, implementation, training, and support services of Licensor obtained by County from Licensor pursuant to this Agreement and comprise apart of Know-How even if modified, augmented, enhanced, or supplemented by input, suggestion, information, or by feedback originated by County during its use of or in anticipation of its use of the Software Products, including all such information provided by County to Licensor prior to the Effective Date. "Know How" means all of Licensor's knowledge and includes Services and the results of such Services, as well as any and all software ideas, processes, methods, programming aids or flow charts developed, prepared, conceived, made or suggested by County, Licensor, their employees or third parties hired by either or both of them, under or related to the performance of this Agreement and the use of the Software Products, including all such developments as are originated or conceived before, after, or during the Term and are completed or reduced to practice thereafter. "Moral Rights" means Licensor's rights to have its Intellectual Property properly attributed and the right to object to distortion or alteration of its Intellectual Property that would be prejudicial to its reputation. County acknowledges that Licensor solely and exclusively owns the Trade Rights, and as any of them may be unilaterally amended from time to time by Licensor (whether registered or not). County acquires no rights to the Trade Rights other than those set forth herein, and County hereby assigns and transfers to Licensor all rights other than those granted herein that it may acquire in and to any of the Trade Rights, whether by operation of law or otherwise.
- b) **Infringement.** County agrees to notify Licensor immediately of any infringement of the Software Products, unauthorized possession, use or knowledge of any item supplied under this Agreement by any person or organization not authorized by this Agreement to have such possession, use or knowledge, and will cooperate fully with Licensor in any litigation against third parties deemed necessary by Licensor to protect its proprietary rights. County's compliance with the above shall not be construed in any way as a waiver of Licensor's right to recover damages or obtain

**MIAMI-DADE COUNTY, FLORIDA****Contract No. EPP-RFP 603**

other relief against County for its negligent or intentional harm to Licensor's proprietary rights or for breach of contractual rights. If County attempts or allows others to attempt to use, copy, duplicate, transcribe, transfer, reverse engineer, decompile, rely on or use to make derivative works or any software or system that has the "look and feel" of the software licensed herein, or convey the items supplied by Licensor pursuant to this Agreement, in a manner contrary to the terms of this Agreement or in derogation of Licensor proprietary rights, whether these rights are explicitly herein stated or as set and/or determined by law, or otherwise, Licensor shall have, in addition to any other remedies available to it at law or equity, the right to injunctive relief enjoining such actions, County hereby acknowledges that irreparable harm will occur to Licensor and that other remedies are inadequate.

c) Modifications.

- i. Licensor may modify the Software Programs or other Intellectual Property from time-to-time in its sole discretion. Licensor will use reasonable efforts to schedule modifications and maintenance for off-peak use periods. All Modifications, including the use of the Private Label, whether developed singly or jointly by County, Licensor, their employees or third parties hired by either or both, will be and remain the property of Licensor, regardless of whether County pays for such Modifications and County shall be due no compensation therefor. Any and all rights, title, and ownership interests that County and/or its employees may have in and to such Modifications or any tangible media embodying such Modifications are hereby assigned to Licensor. County shall not copy, modify, enhance, update or make derivative works of the Software Products or Intellectual Property. County may not modify source code or any of the materials comprising the Software Products or any materials provided to it by Licensor without written consent of Licensor.
- ii. County shall not and will not permit any person to transcribe, transfer, convey, sell, copy, reproduce, modify, reverse engineer, decompile, duplicate, attempt to derive source code, adapt or create derivative works based on the products and services provided herein or any accompanying materials and shall not attempt to develop any other software, system, or products that possess the "look and feel" of Licensor's products and services.
- iii. County will not, and will not permit any person to, alter or delete any of Licensor's intellectual property rights notices, trademarks, service marks, trade names, service names, trade dress, logos, Software Program logos, business slogans, and commercial symbols, as any of them may be unilaterally amended from time to time by Licensor, and whether any are registered or not, and including good will ("Trade Rights"), or Terms of Use included in the Software Programs or Software Products or contained in any content of a web site made by County's use of those Software Programs. County does not and shall not acquire any right to any of the Trade Rights or other form of Licensor's intellectual or commercial property. County shall not remove, delete, or in any manner alter the Trademarks, Trade Rights or other intellectual property rights notices of Licensor's or of any third person appearing on the Software Products, or the materials or web sites generated by County's use thereof. Licensor may from time to time discontinue or modify its Trade Rights, add new ones, and revise these instructions, or those Licensor may from time to time hereafter issue, to protect the



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

standards of quality established for Licensor's goods and services marketed and/or licensed under its Trade Rights.

iv. For purposes of this Agreement, "Modifications" means any software program that (1) is derivative of or interfacing with the source code of any of the Software Programs or any software owned by Licensor; (2) emulates or performs substantially the same functions as the Software Programs or any software owned by Licensor or any source code of any of such software; or (3) results from the merger of the source code of any of the Software Programs or any software owned by Licensor with other software. "Modifications" also include any copies, modifications, changes, upgrades, derivatives or enhancements of the Software Programs or Licensor's Intellectual Property. County acknowledges and agrees that the use of the Private Label on Licensor's Intellectual Property is a "Modification" for purposes of this Agreement and, therefore, subject to the restrictions of this Section 7(b).

d) Trade Secrets. As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law, Section 119 of the Florida Statutes. All information exchanged between the parties, whether marked confidential or not is subject to Florida Public Records Statute Chapter Section 119. The Software, data, Documentation, and Deliverables are licensed data processing software of Licensor may be exempt from disclosure under Florida's Public Records Chapter 119 per Section 119.07 (3) (o). Notwithstanding anything else in this Section to the contrary, the County's compliance with, or good faith attempt to comply with, the requirements of Chapter 119 of Florida Statute shall not be considered a breach of this Agreement.

County hereby acknowledges that the Software Programs, together with all documentations and other materials provided to County by Licensor (the "Software Products"), specifications, documentation, source code technical data, sales information, quantity and quality of Software Products marketed or licensed, prices, methods of pricing, product and process information, marketing techniques and plans, returns, unannounced products, beta software, product and process information, customer lists and information, results of audits and information acquired during an audit and source code related to the products and services owned or provided by Licensor, including those provided under this Agreement constitute trade secrets of Licensor (the "Trade Secrets"), and as such are protected by civil and criminal law, are very valuable to Licensor, and that their use must be carefully and continuously controlled. County agrees to use the highest standard of diligence to ensure the confidentiality of the Trade Secrets, and will prohibit the unauthorized access to, use or duplication of any of the Trade Secrets. County agrees to provide all Trade Secrets the same security as County provides for its most confidential materials. County will not cause, permit, nor allow the Trade Secrets or any materials provided by Licensor to be copied, reverse engineered, decompiled, duplicated, transcribed, transferred, relied on or used to make derivative works or any software or system that has the "look and feel" of the software licensed herein, sold to, revealed to, or used by any other person, firm or company without prior written consent of Licensor.

e) Work Product. All software ideas, enhancements to functionality, processes, methods, programming aids or flowcharts, documentation, and white paper developed, prepared, conceived, made or suggested by County, Licensor, their employees or third parties hired by either or both, under or related to the performance or use of the Software Programs or the License(s) granted hereunder, including all



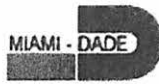
MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

such developments as are originated or conceived during the Term of this Agreement but are completed or reduced to practice thereafter ("Work Product") is and will be, and remain the exclusive property of Licensor, regardless of whether County pays for same and whether or not deemed to be a "work for hire" within the meaning of the federal Copyright Act; and any and all rights, title, and ownership interests, including copyright, that County, its employees, or third parties engaged by County to assist its use of the Software Products, may have in and to such Work Product or any tangible media embodying such Work Product are hereby assigned to Licensor, and County and any third party engaged by County shall be due no compensation therefor. "Work Product" shall not include all software ideas, processes, methods, or documents developed, prepared, conceived, made or suggested by County which (i) do not contain any of Licensor's Intellectual Property, or modifications or derivatives thereof, and (ii) are unrelated to the performance or use of the Software Programs or the License(s) granted hereunder, including all such developments as are originated or conceived during the Term of this Agreement but are completed or reduced to practice thereafter is and will be, and remain the exclusive property of County.

4.3. Terms of Use.

- a) **Restrictions on Use.** County may use the Software Programs and Software Products only for and in connection with its legitimate operations. County may not rent, sublicense, assign, transfer, sell, license or grant any rights to or interest in the Software Products to any person, or otherwise make same available to third parties or use the Software Products to violate third party rights. County must comply with each of the terms and conditions of this Agreement. County may not engage the services of any third party to assist it in its use of the Software Products without obtaining Licensor's prior written consent and executing and causing to be executed such agreements that Licensor may, in its sole discretion, require from County or any such third party. County is prohibited from permitting the use of the Software Products on any Server or computer that is not a County or Licensor owned Server or computer and from permitting the linkage of any County Server or computer using the Software Products with a computer or server that is not County or Licensor owned, unless (1) the prior written consent of Licensor shall have been obtained; and (2) County will have first successfully and at its own expense implemented those security measures, if any, required by Licensor for such linkage.
- b) **Suspension of Services.** If Licensor determines that the use of the Software Programs by County or County's End Users (i) fails to substantially conform to the material terms and conditions of this Agreement or any License, or (ii) materially interferes with Licensor's ability to provide services to County or other customers, Licensor may, upon written notice to County, temporarily suspend the affected Software Programs until such non-conformity or interference is cured.
- c) **Use of Server(s).** Licensor's Software Programs, servers and network and other physical and Intellectual Property may not be used for illegal purposes, or in support of illegal activities. Activities which are prohibited include, but are not limited to, unauthorized copying of material, transmittal of chain letters, threatening bodily harm or property damage of individual groups, making fraudulent offers of products, items, or services originating from County's account or any End User, attempting to access the accounts of others or attempting to penetrate Licensor's servers or networks, whether or not the intrusion results in loss of data, or distributing viruses or bulk e-mail through Licensor's servers or networks. Licensor will host ServicePoint at Licensor's data center.. County understands that the server hosting ServicePoint, its

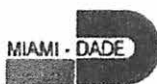


MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

components, and its software are property of Licensor. Data input by County is property of County.

- d) End Users. County is responsible for all access to and use of the Software Programs by all End Users and for ensuring that no End User's use of or access to the same (i) will violate this Agreement or (ii) would constitute a violation of this Agreement were the conduct of the End User committed by County. County is obligated to have all End Users agree, prior to accessing or using the pertinent Software Program to comply with the terms of this Agreement as may be amended from time to time by mutual agreement between Licensor and County, whether through a "click-wrap" license, a signed written amendment, or otherwise prior to End User's use or access to the Software Programs. In the event the Software Program licensed to County permits County to make a web site available to the public for members of the public to access and to use, County is responsible for the conduct of any person who accesses such web site and County must maintain on such web site a terms of use section that complies with this Agreement. Any End User who does not agree to the applicable terms of this Agreement must be denied access by County to the Software Programs or the web site. County will not, and will not permit any person to, alter or delete any terms of this Agreement, without the prior written consent of Licensor.
- e) Data Input and Management. County is responsible for all information and data input by it and End Users and all output generated in connection with its use of the Software Products, and for maintaining such information, output, and data. County owns all data input and generated by the use of the Software Products by it and End Users. This responsibility does not include information regarding any social services or other agency, nor does it include any enhancements to the functionality of the Software Programs that County may use or develop, which include any County developed questionnaires or assessments or changes to the framework of the Software Programs, it being expressly agreed that all enhancements and changes belong to Licensor. County has sole responsibility for adequate protection of the data input or generated in connection with its use of the Services or Software Products and Licensor in no event shall have any liability therefor.
- f) Agency End User Information Disclosure. County shall provide to Licensor upon request all contact and profile information of all Agency End Users and Licensor may contact such agencies or their personnel from time to time for any business purposes. County shall permit no agency or its personnel to be an End User in the event the agency refuses to provide such information. "Agency End User" refers to agencies and personnel of, or directly contracted by, an agency who have access to the web sites to enter or to manage County data. It does not refer to private persons or members of the public who have access to the web sites and who may also therein enter information, depending on the Software Program licensed for use by County.
- g) Administrative End Users. County shall provide to Licensor upon request the list of all Administrative End Users, identifying them by name, employer, address, telephone number and email, and user names and passwords. "Administrative End User" refers to End Users who may be system administrators for County and who have administrative access to the web sites and are responsible for setting up County's security structure, assigning and maintaining lists of passwords and End Users, are responsible for all data, data input and data management, and are responsible for management, execution, and issuance of this Agreement.
- h) Upgrades. The licenses granted herein include routine system upgrades. However, no version upgrades are mandatory. Licensor provides support options for the current



MIAMI-DADE COUNTY, FLORIDA

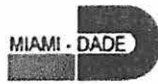
Contract No. EPP-RFP 603

and the immediately previous major releases of ServicePoint™ and CommunityPoint™ and HousingPoint™. Customized software is not eligible for routine upgrades and will require additional customization and maintenance fees to be eligible for the routine upgrades.

- i) Compliance with Laws. County assumes all responsibility in assuring compliance with all laws and regulations relating to County's execution of this Agreement and use of the products and services provided herein.
- j) Indemnification. Licensor represents its belief that it is the owner of the entire right, title, and interest in and to the Software Products and/or that it has the right to grant the licenses herein granted. Licensor shall indemnify, hold harmless and defend County against any action brought against County to the extent that such action is based on a claim or alleged claim, that the Software Products, when used in accordance with this Agreement, infringes on a United States copyright or other proprietary right and Licensor shall pay all costs, settlements and damages finally awarded; provided, that County promptly notifies Licensor in writing upon notice of any such claim, gives Licensor sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If any Software Product is finally adjudged to so infringe, or in Licensor's opinion is likely to become the subject of such a claim, Licensor shall, at its option, either (1) procure for County the right to continue using the Software Product, (2) modify or replace the Software Product to make it non-infringing, or (3) refund on a prorated basis the fees paid by County, and County ceases all use of the Software Product. Licensor shall have no liability regarding any claim arising out of: (a) use of other than a current, unaltered version, upgrade, or release of the Software Products unless the infringing portion is also in the then current-unaltered version, upgrade or release, (b) use of the Software Products in combination with non-Licensor software, data, product, services, or equipment if the infringement was caused by such use or combination, (c) any use, modification or derivation of the Software Products not specifically authorized in writing by Licensor, or (d) use of third party software. THE FOREGOING STATES THE ENTIRE LIABILITY OF Licensor AND THE EXCLUSIVE REMEDY FOR County RELATING TO INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT OR OTHER PROPRIETARY RIGHT BY THE SOFTWARE PRODUCTS. Except for the foregoing infringement claims, County shall indemnify and hold harmless Licensor, its representatives, officers, agents, assigns, and employees from and against any claims, demands, losses, damages, causes of action, suits, civil or criminal fines or penalties, judgments and liabilities of every kind whatsoever, including but not limited to all expenses of litigation, costs and expenses of every kind (including, but not limited to, court costs, reasonable attorneys' fees and expenses), including without limitation those arising on account of County's or any End User's unauthorized modification or enhancement of the Software Products, or County's or any End User's use of any of the Software Products contrary to or in breach of any of the terms and conditions of this Agreement, as the case may be, or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the licenses granted herein by County, its representatives, officers, employees, agents or representatives, or any End User.

ARTICLE 5. DELIVERY

5.1 Software. Shall mean the licensed computer programs in machine readable object code form that are combined into the browser-based software package listed in Exhibit "A" attached hereto and any subsequent error corrections or updates supplied to the County by the Licensor pursuant to this Agreement or as may be amended from time to time by mutual consent of the parties in writing.



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

5.2 Web Based Software. Web based applications shall be delivered to the County within seven (7) days of the execution of this agreement. All County license keys, usernames, and passwords shall be authenticated by the Licensor and perform according to Exhibit "A" requirements.

5.3 Documentation. The Licensor shall deliver copies of the associated Software Documentation to the County.

5.4 Acceptance. The Services, and Software shall be deemed "Accepted" when: (a) the County acceptance testing is satisfactorily completed with no critical or major defects and (b) the County delivers a signed statement to Licensor accepting all deliverables from Licensor covered under this Agreement as provided for in Exhibit "C".

ARTICLE 6. SUPPORT AND MAINTENANCE SERVICES

6.1 Licensor Obligations. Licensor shall provide the County with the following support and maintenance services for the products licensed by the County:

- a) Provision of known error corrections by delivery of available patches via electronic communication and for download via the Internet;
- b) Provision of available minor updates (bundling of several error corrections in one version) for download via the Internet;
- c) Provision of available medium upgrades (version with additional / enhanced functions) for download via the Internet;
- d) Provision of available major upgrades (version with substantially enhanced volume of functions), and new product releases;
- e) Information via electronic communication (email) when new minor/medium/major updates are available; and
- f) Licensor hosted Hardware maintenance and repairs.

The support and maintenance services listed in this clause 6.1 only comprise the products licensed by the County, and all hardware necessary to run the Licensor software covered under this Agreement. The granting of rights of use and the delivery of the relevant documentation, license files for all minor, medium and major upgrades shall be limited to the number and type of products for which this Agreement has been concluded.

6.2 Telephone Support. For the term of this Agreement, Licensor shall provide unlimited telephone support for both technical and functional assistance, enhancements and upgrades to the Applications, Web module, and documentation or any other issues that County deems necessary. Telephone support shall be provided in the following manner: Queries for specific technical problems and failures are possible at any time. For this purpose, the County will generally leave a message indicating the exact problem description.

Licensor ensures a response time (via phone or e-mail) to the County within four hours or less of notification (Monday - Friday, 9 a.m. until 5 p.m. EST).

Licensor shall provide Support for licensed Software, and Hardware that has been Accepted and installed in a production environment. Issues shall receive attention until the problem is resolved or a work around has been identified. All issues must be resolved within five (5) business days. If a



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

problem is resolved by software programming change, the change will be included in an upcoming release of the software. A patch may be provided for critical problems in advance of a planned maintenance release.

6.3 Email Support. For the term of this Agreement, licensor shall provide support via email. The error and priority levels set forth in clause 6.2 above and the response times indicated therein are applicable.

6.4 Subject Matter of Support Services. The subject matter of support services in clauses 6.2 and 6.3 above is the help with installation or operation problems and alleged program errors, and use and operation of the Hardware. Installation services or other support services at the County's location are not a subject matter of this Maintenance Services.

6.5 Payments. Any and all support and maintenance services under this Agreement shall be compensated for by means of an annual flat rate. The fees are due for payment annually in advance upon invoicing by licensor as set forth in Exhibit "B".

RESPONSE TIMES

Bowman Systems strives to provide optimum response times to client requests. The following grid indicates service goals. Bowman Systems may establish different procedures for responding to different types of problems.

SEVERITY LEVEL	CONDITION IMPACT	INITIAL FOLLOW-UP*	FREQUENCY OF CORRESPONDENCE
Severity One	Critical Business Impact A critical Bowman Systems production system is down or does not function at all, and there is no circumvention for the problem; a significant number of customers are affected, and a production business system is inoperable.	<4 hours during normal business hours	Every business day, or as agreed upon by client and Bowman, until issue is resolved.
Severity Two	Significant Business Impact A component of Bowman Systems production system is not performing; creating a significant operational impact.	<8 hours during normal business hours	Every 2 business days, or as agreed upon by client and Bowman until issue is resolved.
Severity Three	Minimal Business Impact A component of Bowman Systems production system is not performing as documented; unexpected results; circumventable problems; moderate or minor operational impact	<1 working day	Every 5 business days
Severity Four	No Business Impact Usage questions; clarification of documentation	< 1 working day	Every 5 business days



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

Severity Five	Requests Suggestions; requests for new product features and enhancements.	< 5 working days	Depends upon issue.
<p>*For problems that are assigned to a specialist, "initial follow-up" is defined as the time between when the problem is initially reported and the specialist contacts the customer. For problems that require further research by the consultant who initially received the problem, "initial follow-up" is defined as the time between the initial contact with the consultant and a follow-up call.</p> <p>**Does not include weekend or other non-business days</p>			

ESCALATION PROCEDURE

Upon contract signing, a Bowman Customer Support Specialist (CSS), will be designated by Bowman to the account. All support incidents should be directed through the CSS. In the event the CSS does not provide response outlined in the grid above, the client should follow the following procedure.

Escalation 1: If appropriate response is not provided by designated CSS, then client should contact main support center phone extension or send e-mail to support@bowmansystems.com which is sent to all CSS'.

Escalation 2: If appropriate response is not provided after contacting main support center, then client should contact Support Manager, Joey Flannery at ext. 119 or jflannery@bowmasystems.com.

Escalation 3: If appropriate response is not provided after contacting support manager, then client should contact General Manager, Josh Johnson at ext. 131 or josh@bowmansystems.com.

Escalation 4: If appropriate response is not provided after contacting General Manager, then client should contact Vice President of Administration, Andrew Twyman at ext. 101 or atwyman@bowmansystems.com.

ARTICLE 7. PAYMENT /AMOUNT

The total maximum compensation for the initial term of this Agreement, including all Software Products, Hardware, Professional Services, and Maintenance and Support services necessary to operate the Licensor hosted software, shall not exceed the amount of Four Hundred Ninety Nine Thousand Seven Hundred Eighty Three U.S. dollars (\$499,783.00). The Four Hundred Ninety Nine Thousand Seven Hundred Eighty Three U.S. dollars (\$499,783.00) is detailed in Exhibit "B". The County shall have no obligation to pay the Licensor any additional sums during the initial term of this Agreement in excess of this amount, unless agreed to in writing by both the County and the Licensor.

ARTICLE 8. PRICING

Except as otherwise set forth in this Agreement, prices shall remain as stated in this Agreement for the term of the Contract, including any option or extension periods; however, the Licensor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

ARTICLE 9. SOFTWARE MODIFICATIONS

9.1 Error Corrections and Updates. The Licensor will provide the County with error corrections, bug fixes, patches or other updates to the Software licensed hereunder to the extent available in accordance with the Licensor's release schedule for the term of this Agreement.

9.2 Software Enhancements or Modifications. The County may, from time to time, request that the Licensor incorporate certain features, enhancements or modifications into the licensed Software. When requested by the County, the Licensor may provide the requested system enhancements/modifications. Upon the County's request for such enhancements/modifications the County shall prepare a Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed. The Licensor shall submit a cost proposal including all costs pertaining to furnishing the County with the enhancements/modifications.

- a) After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement. Such enhancements or modifications shall become part of the licensed Software. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Licensor's warranty obligations.
- b) Following the County's acceptance of all enhancements/modification, the Licensor shall provide the County, if so requested with written confirmation of the date the enhancements/modification was applied to the Licensed Software, and any and all Documentation relating to the Licensed Software and or enhancements/modification thereto.

9.3 Title to Modifications. All such error corrections, bug fixes, patches, updates or new releases shall be the sole property of the Licensor.

ARTICLE 10. MANNER OF PERFORMANCE

- a) The Licensor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Licensor in all aspects of the Services provided the County performs its obligations hereunder and cooperates with Bowman in a like full and prompt manner. At the request of the County, and for reasonable legal and/or performance cause, the Licensor shall promptly remove from the project any Licensor's employee, subcontractor, or any other person performing Services hereunder. The Licensor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Licensor.
- b) The Licensor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Licensor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Licensor's personnel as used in this Article shall not require the termination and or demotion of such Licensor's personnel.
- c) The Licensor agrees that at all times it will employ, maintain and assign to the performance of



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Licensor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

- d) The Licensor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Licensor and County shall at all times mutually cooperate with each other and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Licensor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 11. EMPLOYEES ARE THE RESPONSIBILITY OF THE LICENSOR

All employees of the Licensor shall be considered to be, at all times, employees of the Licensor under its sole direction and not employees or agents of the County. The Licensor shall supply competent employees. Miami-Dade County may require the Licensor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 12. INDEPENDENT CONTRACTOR RELATIONSHIP

The Licensor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Licensor's sole direction, supervision and control. The Licensor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Licensor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Licensor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 13. SUBSTITUTION OF PERSONNEL

Except as noted below, in the event the Licensor wishes to substitute personnel for the personnel specifically designated in writing in the applicable Scope of Services or Change Order as a "Key Personnel", the Licensor must notify the County in writing at within a reasonable time period prior to effecting such substitution. Licensor shall not be required to provide such notice for any Key Personnel who leaves Licensor's employment without providing reasonable notice or whose employment with Licensor is terminated on less than ten (10) days notice; provided that Licensor shall promptly notify the County of any such termination of employment upon becoming aware of the same.



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Licensor hereby acknowledges that the County's Project Manager will review in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Licensor and the Project Manager will mutually agree on solutions to and all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- c) The Licensor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Licensor and the Project Manager are unable to resolve their difference, the Licensor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

ARTICLE 15. FEES AND PAYMENT

15.1 Travel. With respect to travel costs and travel related expenses, the Licensor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

15.2 Invoices. All invoices issued by the Licensor, shall be supported by receipt bills or other documents reasonably required by the County. Invoices shall show the County's contract number, and shall have a unique invoice number assigned by the Licensor. It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be thirty (30) days from receipt of a proper invoice. All payments due from the County and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County.

Invoices and associated back-up documentation shall be submitted in duplicate by the Licensor to the County as follows:

Miami-Dade County
Chief Executive Office

111 N.W. 1st Street, Suite 2910
Miami, FL 33128-1974



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

Attention: Sonia Grice

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

15.3 Payment Schedule. County will pay Licensor in accordance with the Payment Schedule listed below. The deliverables for Milestones 1, 2, and 3 are detailed in Exhibit A, Section 1.1. Milestone 4 Final Acceptance criteria is detailed in Exhibit A, Section 1.2

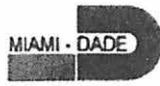
Payment Schedule

Milestone	%	Total Amount Due
Milestone #1 – Phase 1 – Installation of Base System and Development of Project Plan	25%	\$124,945.75
Milestone #2 – Phase 2 – Operational System Deployment	25%	\$124,945.75
Milestone #3 – Phase 3 – Expanded System Deployment	35%	\$174,924.05
Milestone #4 – Final Acceptance of the Social Service Information System	15%	\$74,967.45
Contract Total Amount:		\$499,783

ARTICLE 16. PROTECTION OF SOFTWARE

16.1 Proprietary Information. As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law, Section 119 of the Florida Statutes. All information exchanged between the parties, whether marked confidential or not is subject to Florida Public Records Statute Chapter Section 119. The Software, data, Documentation, and Deliverables are licensed data processing software of Licensor may be exempt from disclosure under Florida's Public Records Chapter 119 per Section 119.07 (3) (o). Notwithstanding anything else in this Section to the contrary, the County's compliance with, or good faith attempt to comply with, the requirements of Chapter 119 of Florida Statute shall not be considered a breach of this Agreement. The Licensor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

16.2 Proprietary Rights. The Licensor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Licensor (collectively, the "County Data"). County hereby acknowledges and agrees that the County Data does not include Licensor's "Intellectual Property" as that is defined in Section 4.2(a) above.



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

16.3 Ownership. County further acknowledges that all copies of the Software in any form provided by the Licensor are the sole property of the Licensor. The County shall not have any right, title, or interest to any such Software or copies thereof, and further shall secure and protect all Software and Documentation consistent with maintenance of Licensor's proprietary rights therein.

ARTICLE 17. CONFIDENTIALITY

17.1 Acknowledgement. As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law, Section 119 of the Florida Statutes. All information exchanged between the parties, whether marked confidential or not is subject to Florida Public Records Statute Chapter 119. The Software, Data, Documentation, and Deliverables are licensed data processing software of Licensor may be exempt from disclosure under Florida's Public Records Chapter 119 per Section 119.07 (3) (o). Notwithstanding anything else in this Article to the contrary, the County's compliance with, or good faith attempt to comply with, the requirements of Chapter 119 of Florida Statute shall not be considered a breach of this Agreement.

County hereby acknowledges and agrees that the Software and Documentation constitute and contain proprietary products and trade secrets of the Licensor embodying creative efforts and confidential information, ideas, and expressions. Accordingly, the County agrees to treat (and take precautions to ensure that its employees treat) the Software and Documentation as confidential in accordance with the confidentiality requirements and conditions set forth below.

a) In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Licensor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Licensor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

17.2 Maintenance of Confidential Information. The Licensor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractors or supplier's employees, present or former. In addition, the Licensor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

17.3 Injunctive Relief. It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County may seek injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Licensor at the County's sole discretion, shall immediately turn over to the County or destroy all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Licensor or its employees, agents, subcontractors or suppliers without the prior written consent of the County.

17.4 Survival. Licensee's obligations under this Article 17 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

ARTICLE 18. WARRANTIES

18.1 Ownership. The Licensor represents that it is the owner of the entire right, title, and interest in the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder except as stated herein.

18.2 Limited Warranty. Licensor represents and warrants to the County that the Software, when properly installed by the County and used with the Designated Equipment, will perform substantially as described in Licensor's then current Documentation for such Software for a period of one year from the date of acceptance.

18.3 Modifications. Licensor represents and warrants that the Software and all Licensor supplied modifications will perform in accordance with this Agreement, Article 18.2 above, all specifications, and all Documentation.

18.4 Hardware. All Hardware supplied under this Agreement will be owned by Licensor.

18.5 Limitations. Notwithstanding the warranty provisions set forth in Sections 18.2, 18.3, and 18.4 above, all of Licensor's obligations with respect to such warranties shall be contingent on County's use of the Software and Hardware in accordance with this Agreement and in accordance with Licensor's instructions as provided to the County in the Documentation, as such instructions may be amended, supplemented, or modified by the Licensor from time to time. The Licensor shall have no warranty obligations with respect to any failures of the Software and Hardware which are the result of accident, abuse, misapplication, or extreme power surge.

18.6 Licensor's Sole Remedy. The Licensor's entire liability and the County's exclusive remedy shall be, at the County's option, either (a) repair or replacement of the Software; provided the Licensor receives written notice from the County during the warranty period of a breach of warranty or (b). return of the License and service fees paid to date. Any replacement Software will be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer.

18.7 Limitation of Liability. EXCEPT FOR ARTICLE 20 INTELLECTUAL PROPERTY INDEMNIFICATION, COUNTY ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH THE LICENSOR IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION OF THE RISK OF THE COUNTY'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH COUNTY'S USE OF THE SOFTWARE AND DOCUMENTATION.

- a) ANY PROVISION HEREIN TO THE CONTRARY NOTWITHSTANDING, THE MAXIMUM LIABILITY OF LICENSOR TO ANY PERSON, FIRM OR CORPORATION WHATSOEVER ARISING OUT OF OR IN THE CONNECTION WITH ANY LICENSE, USE OR OTHER EMPLOYMENT OF ANY SOFTWARE DELIVERED TO THE COUNTY HEREUNDER, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, WARRANTY, TORT OR OTHERWISE, SHALL IN NO CASE EXCEED THE ACTUAL FEES PAID TO THE LICENSOR BY THE COUNTY FOR THE SOFTWARE WHOSE LICENSE, USE, OR OTHER EMPLOYMENT GIVES RISE TO THE LIABILITY.



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

ARTICLE 19. INDEMNIFICATION AND INSURANCE

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings for damages arising out of injury of or injury to persons, including death, and injury to or damage to or loss of any property (excluding data and other similar "property" covered by this Agreement) or physical improvements caused by Licensor, its agents, employees, servants, contractors, subcontractors, or any person or entity acting, directly or indirectly, by, through or under the direction or contract of Licensor. Provider and County expressly understand and agree that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. **Worker's Compensation Insurance** for all employees of the vendor as required by Florida Statute 440.
- B. **Public Liability Insurance** on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. **Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: DADE COUNTY BID NUMBER AND TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340**



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

ARTICLE 20. INTELLECTUAL PROPERTY INDEMNIFICATION

Licensor agrees to protect, defend, hold harmless, and indemnify the County from and against any claim, damages, liabilities, losses, expenses, or any other action brought against the County to the extent that such action is based on any threatened, alleged or actual claim that the Software or Documentation, Maintenance and Support Services, Hardware, and Professional Services, infringes a United States patent, trademark, copyright, trade secret, proprietary right, intellectual property right, privacy or similar right of any third party. Licensor shall pay all settlements, damages, and costs, including costs of investigation, court costs and attorney's fees, whether at the trial or appellate level, and all other costs and damages to the County; provided, that the County promptly notifies Licensor in writing of any claim and Licensor has sole control of the defense of any actions and negotiations related to the defense or settlement of any claim. If any Service or Product is finally adjudged to so infringe, or in Licensor's opinion is likely to become the subject of such a claim, the Licensor at its sole cost and expense, and County upon mutual agreement shall, at its option, either: (i) procure for the County the right to continue using the Service or Product, and Documentation under the proprietary right of such third party, (ii) modify or replace the Service or Product, and Documentation to make it noninfringing, or (iii) refund the fees paid, upon return of the Service deliverables or Product, and Documentation. Licensor shall have no liability regarding any claim arising out of: (i) use of the Service or Product, and Documentation in combination with non-County software, data or equipment if the infringement was caused by such use or combination, (ii) any modification or derivation of the Software not specifically authorized in writing by the Licensor or (iii) use of third party software.

THE FOREGOING STATES THE ENTIRE LIABILITY OF LICENSOR AND THE EXCLUSIVE REMEDY FOR THE COUNTY RELATING TO INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT OR OTHER PROPRIETARY RIGHT BY THE SOFTWARE AND SERVICES UNDER THIS AGREEMENT.

ARTICLE 21. DEFAULT AND TERMINATION

21.1 Termination. The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, material misrepresentation or material misstatement.

- a) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- b) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Licensor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

21.2 Termination for Convenience. In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

this Agreement by written notice to the Licensor and in such event:

- a) The Licensor shall, upon receipt of such notice, unless otherwise directed by the County: (i) stop work on the date specified in the notice ("the Effective Termination Date"); (ii) take such action as may be necessary for the protection and preservation of the County's materials and property; (iii) take no action which will increase the amounts payable by the County under this Agreement; and
- b) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Licensor will be compensated as stated in the payment Articles, herein, for the portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
- c) All compensation pursuant to this Article is subject to audit.

21.3 Events of Default. This Agreement may be terminated by the nondefaulting party if any of the following events of default occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Section 17 (Confidentiality) or makes an assignment in violation of Section 27 (Nonassignability); (3) if the Licensor becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors.

21.4 Effective Date of Termination. Termination due to a material breach of Articles 4 (Grant of Rights), 16 (Protection of Software), or 17 (Confidentiality) shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

21.5 Obligations on Termination. Within ten (10) days after termination of this Agreement, County shall cease and desist all use of the Software and Documentation plus return all Licensor materials related to this Agreement.

21.6 Within five (5) business days upon the termination or expiration of this Agreement, Licensor shall export all data and documentation residing at Licensor's hosted facility in CSV file format or, at County's discretion, other standard format facilitating data migration to the County. The County reserves the right to withhold final payment under this Agreement until Licensor submits the exported data to the County

ARTICLE 22. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Licensor has with the County, the Licensor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Licensor under federal bankruptcy law or any state insolvency law.

ARTICLE 23. NONDISCRIMINATION

During the performance of this Contract, Licensor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

By entering into this Contract with the County, the Licenser attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Licenser or any owner, subsidiary or other firm affiliated with or related to the Licenser is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Licenser submits a false affidavit pursuant to this Resolution or the Licenser violates the Act or the Resolution during the term of this Contract, even if the Licenser was not in violation at the time it submitted its affidavit.

ARTICLE 24. CONFLICT OF INTEREST

The Licenser represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Licenser in this Agreement. This Agreement is entered into by the Licenser without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i. is interested on behalf of or through the Licenser directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii. is an employee, agent, advisor, or consultant to the Licenser or to the best of the Licenser's knowledge any subcontractor or supplier to the Licenser.
- c) Neither the Licenser nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Licenser shall have an interest which is in conflict with the Licenser's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Licenser provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Licenser has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Licenser shall promptly bring such information to the attention of the County's Project Manager. Licenser shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Licenser receives from the Project Manager in regard to remedying the situation.



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

ARTICLE 25. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Licensor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Licensor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Licensor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Licensor or such parties has been approved or endorsed by the County.

ARTICLE 26. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) To the County Project Manager for each area:

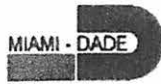
Miami-Dade County
Chief Executive Office
111 N.W. 1st Street, Suite 29100
Miami, FL 33128-1974
Attention: Sonia Grice
E-mail: ser@miamidade.gov

and to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974
Attention: Julian R. Manduley, IT Procurement Contracting Officer
Phone: (305) 375- 2179
Fax: (305) 375- 5688
E-Mail: jmandul@miamidade.gov

(2) To the Licensor

Bowman Systems, L.L.C.
300 Texas Street, Suite 300
Shreveport, LA 71101
Attention: Gabriel G. Cate, Vice President, Business Development
Phone: (318) 213-8780, ext. 116
Fax: (318) 213-8784



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

E-mail: gcate@bowmansystems.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 27. NONASSIGNABILITY

The Licensor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County except that Licensor may assign this Agreement to a buyer of all or substantially all of the assets of Licensor.

This Agreement shall be binding upon the respective successors and assigns of the parties to this Agreement.

ARTICLE 28. INSPECTOR GENERAL REVIEWS

28.1 Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Licensor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Licensor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Licensor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Licensor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Licensor or any third party.

28.2 Miami-Dade County Inspector General Review. According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Licensor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

28.3 Exception. The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

28.4 Inspector General Powers. Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Licensor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

- a) Upon written notice to the Licensor from the Inspector General or IPSIG retained by the Inspector General, the Licensor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Licensor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 29. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

ARTICLE 30. COUNTY USER ACCESS PROGRAM (UAP)

30.1 User Access Fee. Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Licensor providing goods or services under this Contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

30.2 Joint Purchase. Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Licensor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Licensor participation in this joint purchase portion of the UAP, however, is voluntary. The Licensor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Licensor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Licensor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Licensor and shall be paid by the ordering entity less the 2% UAP.

30.3 Licensor Compliance. If a Licensor fails to comply with this Article, that Licensor may be considered in default by the County in accordance with this Agreement.

ARTICLE 31. ADDITIONAL LICENSOR OBLIGATIONS

As a requirement of this Agreement, the Licensor is obligated to comply with all applicable County ordinances and state statutes. The Licensor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the Licensor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

The following County Vendor Application and Affirmative Action place information can be downloaded from the following websites:

- a) Active County Vendor Registration and County Affidavits – the vendor registration application and associated affidavits can be downloaded from the following website: http://www.miamidade.gov/dpm/vendor_registration.asp;
- b) Affirmative Action Plan – the information pertaining to this program can be obtained online from the following website: <http://www.miamidade.gov/dbd/library/AAPGuidelines.pdf>.

ARTICLE 32. RIGHT TO USE

The Licensor's Software is currently hosted, managed and maintained by the Licensor at their facility. In the event that the Licensor discontinues operations, the Licensor agrees to provide the County with the application binary code and a Right To Use (RTU) license for all software applications purchased by County including: related API's, detailed instructions for using the software, including database schemas, and sample code for integrating applications with the Licensor, thereby allowing the County to manage and maintain the Software in its own application environment. The County will be responsible, at its own expense, to create and maintain the application and database environment.

ARTICLE 33. LATE DELIVERY PENALTY

The County and Licensor hereby agree that the delivery of hardware equipment, supplies, services, materials, and training contained in this Agreement and the Exhibits is the essence of this Agreement and if the Milestone listed below are not delivered by the time specified in Exhibit "Appendix C" –



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

Deliverable Acceptance Forms (or as subsequently modified by mutual agreement of the parties), there may be deducted at the County's election, not as Liquidate Damages but as Late Delivery Penalty, One Hundred Dollars (\$100) per day for each and every business day of delay caused by Licensor in whole or in part, beyond the date specified in the Licensor's Project Plan specified in Exhibit "A", Section 1.1 for the milestones specified as follows:

Milestone
Milestone #1 – Phase 1, Installation of Base System and Development of Project Plan
Milestone #2 – Phase 2, Operational System Deployment
Milestone #3 – Phase 3, Expanded System Deployment
Milestone #4 – Final Acceptance of the Social Service Information System

Bowman agrees to complete Milestone #4 – Final Acceptance of the Social Service Information System in accordance with Exhibit A.

Total aggregate Late Delivery Penalty shall not exceed \$5,000 which can be paid by Licensor under this Agreement, and is the exclusive remedy for Contractor's delay of the Milestone.

Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of any governmental authority, including the County, acting in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the control and without the fault or negligence of the Licensor.

In the event the County does not provide Final Acceptance of the Social Service Information System because the Social Service Information System does not perform as stipulated in the Scope of Services, the Licensor shall refund all dollars paid to the County, less any amounts paid for Late Deliver Penalty.

ARTICLE 34. SERVICE AVAILABILITY

Bowman Systems LLC will assure 99.99% uptime 24/7, 365 days a year. If this metric is not met then the County is due a hosting refund equal to the monthly hosting amount following the month in which less than 99.99% uptime occurred.

ARTICLE 35. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Service can be cancelled at any time that the Licensor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Licensor for canceling service during the year.

ARTICLE 36. POLITICAL SUBDIVISION PARTICIPATION

Licensor agrees to supply, sell, and contract separately with other same or similar political subdivisions (including, but not limited to, colleges, school districts, counties, states, and cities) based upon the same terms and conditions of this Agreement.



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

ARTICLE 37. SEVERABILITY

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

In the event the County does not provide Final Acceptance of the Social Services System because the Social Services System does not perform as stipulated in the Scope of Services, the Licensor shall refund all dollars paid to the County, less any amounts paid for Late Deliver.

STATE OF LOUISIANA
PARISH OF CADDO

Thus done and signed this 18th day of August 2008 at Shreveport, Louisiana in the presence of the undersigned witnesses and notary public.

ATTEST:

J. Philip Stephens

Ernest E. Cook

Bowman Systems, L.L.C.

By: R.P.B.

Name: Robert P. Bowman

Title: Owner/Manager

Deborah W. Cox
DEBORAH W. COX, NOTARY PUBLIC | 26623
CADDO PARISH, LOUISIANA
MY COMMISSION IS FOR LIFE

ATTEST

Miami-Dade County

By: Miriam Singer for George M. Borges

Name: Miriam Singer

Title: DPM Director

Date: 9/16/08

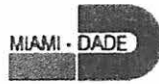
Attest: [Signature]

Clerk of the Board



Approved as to form
and legal sufficiency

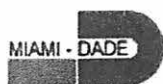
[Signature]
Assistant County Attorney



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

EXHIBIT "A"
Scope of Services
Social Services Information System



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

SCOPE OF SERVICES**Social Services Information System**

Licensor agrees to provide Miami-Dade County's Board of County Commissioners with a Social Services Information System ("System") as described herein in accordance with the Licensor's response to RFP 603.

Within each Phase subsequent to Phase 1, Licensor and Miami-Dade County agree to review every two weeks the status of the Project / Implementation Plan as defined during Phase 1.

1.1 PROJECT DELIVERABLES AND MILESTONES

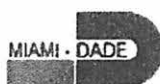
Task Description	Format / Stage	Duration	Resources/Staff
Phase 1 – Installation of Base System and Development of Project Plan	Contract Received	Phase 1 - 45 days	
Key Stakeholders Identified - Miami-Dade will identify Project Lead(s) / System Admin(s)	Miami-Dade Internal	TBD	Miami-Dade Key Stakeholders
Kickoff/Project Launch Meeting - Introductions of Key Personnel - Review Project Goals and Requirements - Establish Communication Protocol - Schedule First On-Site Consulting Engagement	Conference Call	1 day	Bowman Systems Implementation Coordinator Bowman Systems VPs of Account Development and Business Development Miami-Dade Project Lead(s) / System Admin(s) Miami-Dade Key Stakeholders (from RFP Selection Committee)



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

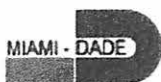
Initial Information Gathering Stage <ul style="list-style-type: none"> - Miami-Dade to Provide intake forms, report requirements, etc to Bowman Systems for Initial Review - Miami-Dade to Provide Workflow and Process Info for all Departments/Programs adopting SSIS 	Email / Forms	5-10 days	Bowman Systems Consultant Miami-Dade Project Lead(s) / Sys Admin(s)
Project Overview and Planning <ul style="list-style-type: none"> - Workflow and Process Review - System Configuration Planning 	Bowman Systems Internal	5 days	Bowman Systems Consultant Bowman Systems Implementation Coordinator
Installation of Base System and Training Site <ul style="list-style-type: none"> - Out-of-the-box Base Production System installed and made available to Miami-Dade County Project Lead(s) / Sys Admin(s) - Out-of-the-box Base Training System installed and made available to Miami-Dade County Project Lead(s) / Sys Admin(s) 	Bowman Systems Internal	1 day	Bowman Systems Implementation Coordinator Bowman Systems IT Staff
On-Site Consulting Engagement <ul style="list-style-type: none"> - System Orientation for Sys Admin(s) and other Key Stakeholders - Site Visits with all Departments/Programs adopting SSIS - Review first series of data systems to be replaced with SSIS - Site Visits/Meetings with Departments/Programs that will only submit data to SSIS - Establish working relationship between Bowman Systems Consultant and Miami-Dade Project Lead(s) / Sys Admin(s) 	On-Site Meetings	5 days	Bowman Systems Consultant Miami-Dade Project Lead(s) / Sys Admin(s) Miami-Dade Key Stakeholders
Develop Detailed Project / Implementation Plan <ul style="list-style-type: none"> - Create Working Project Plan based on data gathered prior to and during the first on-site visit 	Bowman Systems Internal	10 days	Bowman Systems Consultant



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

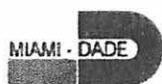
* Details of Remaining Milestone Objectives are subject to this Project / Implementation Plan			
Phase 2 – Operational System Deployment	Project Milestone	Phase 2 – 45 days	
System Administrator Training	On-Site Meeting	3 days	Bowman Systems Consultant Miami-Dade Project Lead(s) / Sys Admin(s)
System Configuration - Establish basic system configurations to meet SSIS objectives - Prepare SSIS for conversion of initial data systems	On-Site Meeting	2 days	Bowman Systems Consultant Miami-Dade Project Lead(s) / Sys Admin(s)
System Configuration (cont'd)	Miami-Dade Internal	TBD	Miami-Dade Project Lead(s) / Sys Admin(s)
Phase 1 Acceptance Discussion - Phase 2 to proceed	Conference Call	1 day	Bowman Systems Consultant Bowman Systems VPs of Account Development and Business Development Miami-Dade Project Lead(s) / Sys Admin(s) Miami-Dade Key Stakeholders
Data Migration - First two data systems, as agreed upon in Project Plan	Bowman Systems Internal	TBD	Bowman Systems Professional Services
Agency Admin Training	On-Site	2 Days	



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

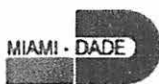
<ul style="list-style-type: none"> - Specifically for Initial Power Users - 12-15 students max 			<p>Led by Bowman Systems Consultant</p> <p>Supported by Miami-Dade Project Lead(s) / Sys Admin(s)</p>
<p>End User Training</p> <ul style="list-style-type: none"> - Specifically for Initial End Users - 12-15 students max 	On-Site	1 day per session	<p>Led by Miami-Dade Project Lead(s) / Sys Admin(s)</p> <p>Supported by Bowman Systems Consultant</p>
Phase 3 – Expanded System Deployment	Project Milestone	Phase 3 – 60 days	
Establish One-Way Data Feed from HMIS to SSIS	Bowman Systems Internal	TBD	Bowman Systems Professional Services
Phase 2 Acceptance Discussion - Phase 3 to proceed	Conference Call	1 day	<p>Bowman Systems Consultant</p> <p>Bowman Systems VPs of Account Development and Business Development</p> <p>Miami-Dade Project Lead(s) / Sys Admin(s)</p> <p>Miami-Dade Key Stakeholders</p>
<p>System Configuration</p> <ul style="list-style-type: none"> - Prepare SSIS for conversion of remaining data systems 	Miami-Dade Internal	TBD	Miami-Dade Project Lead(s) / Sys Admin(s)
<p>Data Migration</p> <ul style="list-style-type: none"> - For remaining systems converting to SSIS, as agreed upon in Project Plan 	Bowman Systems Internal	TBD	Bowman Systems Professional Services



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

Agency Admin Training - Specifically for Power Users - 12-15 students max	On-Site	2 days	Led by Miami-Dade Project Lead(s) / Sys Admin(s)
End User Training - Specifically for End Users - 12-15 students max	On-Site	1 day per session	Led by Miami-Dade Project Lead(s) / Sys Admin(s)
Provide XML Schema	E-mail	1 day	Bowman Systems Consultant
Establish Infrastructure for Migrating Data from data systems submitting XML files	Bowman Systems Internal	3 days	Bowman Systems IT Staff
Establish Web Services Data Exchange Protocols	E-mail / Conference Calls	TBD	Bowman Systems IT Staff Miami-Dade IT Staff
Data Migration - For data systems sharing data with SSIS, as agreed upon in Project Plan	Bowman Systems Internal	TBD	Bowman Systems Professional Services
Phase 3 Acceptance Discussion - Phase 4 to proceed	Conference Call	1 day	Bowman Systems Consultant Bowman Systems VPs of Account Development and Business Development Miami-Dade Project Lead(s) / Sys Admin(s) Miami-Dade Key Stakeholders
Phase 4 – Final Acceptance of the SSIS	Project Milestone	Phase 4	



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

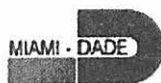
<p>Phase 4 Acceptance Discussion – Wrap Up Software is installed and operational Software is configured to meet customer's specified needs Identified training has been completed Required reports have been identified and are operational On-going customer support is in place Data migration has been completed as specified</p>	<p>Conference Call</p>	<p>1 day</p>	<p>Bowman Systems Consultant</p> <p>Bowman Systems VPs of Account Development and Business Development</p> <p>Miami-Dade Project Lead(s) / Sys Admin(s)</p> <p>Miami-Dade Key Stakeholders</p>
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MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

EXHIBIT "B"
Price Schedule
Social Services Information System



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

PRICE SCHEDULE

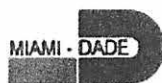
Social Services Information System

A. TOTAL PRICE FOR INITIAL TERM OF THE AGREEMENT IN ACCORDANCE WITH ARTICLE 2.

Total price to provide the Social Services Information System specified in Exhibit A of this Agreement.	\$499,783.00
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The total price includes the following items and services as follows:

Line Item Description	Unit	Unit Cost	Quantity	Amount	Total
Software:					
ServicePoint™ Server Software License	Per Unit	\$7,295.00	1	\$7,295.00	\$7,295.00
ServicePoint™ User License (Cost/user)	Per User	\$125.00	1718	\$214,750.00	\$214,750.00
ServicePoint™ Annual Maintenance (Cost/user)	Per User	\$50.00	1718	\$85,900.00	\$85,900.00
Advanced Reporting Tool (ART): Ad hoc Reporting License (cost/user)	Per User	\$87.50	25	\$2,188.00	\$2,188.00
Advanced Report Tool (ART): Report Viewer License	Per User	\$47.50	100	\$4,750.00	\$4,750.00
Hosting:					
ServicePoint™ Dedicated Server Hosting Setup	Per Unit	\$25,000.00	1	\$25,000.00	\$25,000.00
ServicePoint™ Dedicated Server Hosting	Per Month	\$2,917.00	12	\$35,000.00	\$35,000.00
Advanced Reporting Tool (ART) Data Warehouse Hosting Setup	Per Unit	\$5,000.00	1	\$5,000.00	\$5,000.00
ServicePoint™ Training Site Hosting	Per Unit	\$3,000.00	1	\$3,000.00	\$3,000.00
Premium Disaster Recovery Services	Per Month	\$800.00	12	\$9,600.00	\$9,600.00
ServicePoint™ Database Encryption	Per Unit	\$15,000.00	1	\$15,000.00	\$15,000.00
Professional Services:					
Training	Per Day	\$1,500.00	7	\$10,500.00	\$10,500.00
Consulting	Per Day	\$1,500.00	30	\$45,000.00	\$45,000.00
Data Migration	Per Hour	\$75.00	480	\$36,000.00	\$36,000.00



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

Miscellaneous:					
SSL Certificate	Per Unit	\$400.00	1	\$400.00	\$400.00
AIRS Taxonomy	Per Unit	\$400.00	1	\$400.00	\$400.00
GRAND TOTAL					\$ 499,783.00

B. PRICE FOR OPTIONAL ITEMS:

Option To Renew (based on Initial 1718 ServicePoint Users, 25 ART Ad Hoc Users, and 100 ART Viewer Users):	
Software Maintenance, Hosting and Support Services	
Optional Year To Renew Year 1	\$146,237.00
Optional Year To Renew Year 2	\$146,237.00
Optional Year To Renew Year 3	\$146,237.00
Optional Year To Renew Year 4	\$146,237.00
Optional Year To Renew Year 5	\$146,237.00

Additional ServicePoint Users:		
ServicePoint™ User License	Price Per User	\$ 175.00
ServicePoint™ Annual Maintenance	Price Per User/Year	\$ 50.00

Additional Advanced Reporting Tool Options:		
Advanced Reporting Tool (ART): Ad hoc Reporting License (cost/user)	Price Per User	\$ 87.50
Advanced Report Tool (ART): Report Viewer License	Price Per User/Year	\$ 47.50
Advanced Reporting Tool (ART) Standard Reports	Price Per Report	\$250.00



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

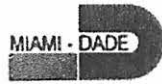
Additional Miscellaneous Options:

Current Procedural Terminology (CPT) Code Set	Price Per User Per Year	\$25.00
Diagnostic and Statistical Manual of Mental Disorders (DSM) Code Set	Price Per User Per Year	\$15.00
Personal Key Infrastructure (PKI) Solution Setup	Price Per ServicePoint Database	\$1500.00
Personal Key Infrastructure (PKI) Solution Annual Maintenance	Price Per ServicePoint Database Per Year	\$1000.00

Additional Professional Services:

Training Services	Price Per Day	\$ 1,500.00
Consulting Services	Price Per Day	\$ 1,500.00
Data Migration	Price Per Hour	\$ 125.00
Programming Services	Price Per Hour	\$ 125.00

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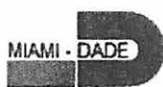


MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

EXHIBIT "C"

DELIVERABLE ACCEPTANCE FORMS



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

DELIVERABLE ACCEPTANCE FORM
PHASE 1, INSTALLATION OF BASE SYSTEM AND DEVELOPMENT OF PROJECT PLAN

PROJECT: SOCIAL SERVICES INFORMATION SYSTEM

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County Office of Homeless Trust and Bowman Systems, L.L.C. This document constitutes full acknowledgment by the Miami-Dade County Office of Homeless Trust acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

DELIVERABLE NAME: PHASE 1, INSTALLATION OF BASE SYSTEM AND DEVELOPMENT OF PROJECT PLAN

Deliverable Description: During Phase 1, the following tasks will be checked, verified, and adjusted as needed to meet the Phase 1 deliverables described in the table below. Acceptance by the County of all the Phase 1 deliverables allows Licensor to submit and invoice in accordance with Milestone 1 specified in Article 15.3, and authorizes payment by the County of Licensor's invoice.

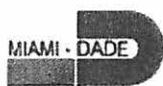
Task Description	Format / Stage	Duration	Resources/Staff
Phase 1 – Installation of Base System and Development of Project Plan	Contract Received	Phase 1 - 45 days	
Key Stakeholders Identified - Miami-Dade will identify Project Lead(s) / System Admin(s)	Miami-Dade Internal	TBD	Miami-Dade Key Stakeholders
Kickoff/Project Launch Meeting - Introductions of Key Personnel - Review Project Goals and Requirements - Establish Communication Protocol - Schedule First On-Site Consulting Engagement	Conference Call	1 day	Bowman Systems Implementation Coordinator Bowman Systems VPs of Account Development and Business Development Miami-Dade Project Lead(s) / System Admin(s) Miami-Dade Key Stakeholders (from



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

			RFP Selection Committee)
Initial Information Gathering Stage <ul style="list-style-type: none"> - Miami-Dade to Provide intake forms, report requirements, etc to Bowman Systems for Initial Review - Miami-Dade to Provide Workflow and Process Info for all Departments/Programs adopting SSIS 	Email / Forms	5-10 days	Bowman Systems Consultant Miami-Dade Project Lead(s) / Sys Admin(s)
Project Overview and Planning <ul style="list-style-type: none"> - Workflow and Process Review - System Configuration Planning 	Bowman Systems Internal	5 days	Bowman Systems Consultant Bowman Systems Implementation Coordinator
Installation of Base System and Training Site <ul style="list-style-type: none"> - Out-of-the-box Base Production System installed and made available to Miami-Dade County Project Lead(s) / Sys Admin(s) - Out-of-the-box Base Training System installed and made available to Miami-Dade County Project Lead(s) / Sys Admin(s) 	Bowman Systems Internal	1 day	Bowman Systems Implementation Coordinator Bowman Systems IT Staff
On-Site Consulting Engagement <ul style="list-style-type: none"> - System Orientation for Sys Admin(s) and other Key Stakeholders - Site Visits with all Departments/Programs adopting SSIS - Review first series of data systems to be replaced with SSIS - Site Visits/Meetings with Departments/Programs that will only submit data to SSIS - Establish working relationship between Bowman Systems Consultant and Miami-Dade Project Lead(s) / Sys Admin(s) 	On-Site Meetings	5 days	Bowman Systems Consultant Miami-Dade Project Lead(s) / Sys Admin(s) Miami-Dade Key Stakeholders
Develop Detailed Project / Implementation	Bowman Systems Internal	10 days	Bowman Systems Consultant



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

Plan - Create Working Project Plan based on data gathered prior to and during the first on-site visit * Details of Remaining Milestone Objectives are subject to this Project / Implementation Plan			

Deliverable Date: _____

Accepted Unconditionally: Yes / No

Accepted Conditionally: Yes / No

Acceptance Conditions: _____

Not Accepted: _____

Reason: _____

General Comments: _____

Delivered By:

Signature

Name

Date

Accepted By:

Signature

Name

Date



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

**DELIVERABLE ACCEPTANCE FORM
PHASE 2, OPERATIONAL SYSTEM DEPLOYMENT**

PROJECT: SOCIAL SERVICES INFORMATION SYSTEM

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County Office of Homeless Trust and Bowman Systems, L.L.C. This document constitutes full acknowledgment by the Miami-Dade County Office of Homeless Trust acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

DELIVERABLE NAME: PHASE 2, OPERATIONAL SYSTEM DEPLOYMENT

Deliverable Description: During Phase 2, the following tasks will be checked, verified, and adjusted as needed to meet the Phase 2 deliverables described in the table below. Acceptance by the County of all the Phase 2 deliverables allows Licensor to submit and invoice in accordance with Milestone 2 specified in Article 15.3, and authorizes payment by the County of Licensor's invoice.

Task Description	Format / Stage	Duration	Resources/Staff
Phase 2 – Operational System Deployment	Project Milestone	Phase 2 – 45 days	
System Administrator Training	On-Site Meeting	3 days	Bowman Systems Consultant Miami-Dade Project Lead(s) / Sys Admin(s)
System Configuration - Establish basic system configurations to meet SSIS objectives - Prepare SSIS for conversion of initial data systems	On-Site Meeting	2 days	Bowman Systems Consultant Miami-Dade Project Lead(s) / Sys Admin(s)
System Configuration (cont'd)	Miami-Dade Internal	TBD	Miami-Dade Project Lead(s) / Sys Admin(s)
Phase 1 Acceptance Discussion - Phase 2 to proceed	Conference Call	1 day	Bowman Systems Consultant



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

			Bowman Systems VPs of Account Development and Business Development Miami-Dade Project Lead(s) / Sys Admin(s) Miami-Dade Key Stakeholders
Data Migration - First two data systems, as agreed upon in Project Plan	Bowman Systems Internal	TBD	Bowman Systems Professional Services
Agency Admin Training - Specifically for Initial Power Users - 12-15 students max	On-Site	2 Days	Led by Bowman Systems Consultant Supported by Miami-Dade Project Lead(s) / Sys Admin(s)
End User Training - Specifically for Initial End Users - 12-15 students max	On-Site	1 day per session	Led by Miami-Dade Project Lead(s) / Sys Admin(s) Supported by Bowman Systems Consultant

Deliverable Date: _____

Accepted Unconditionally: Yes / No

Accepted Conditionally: Yes / No

Acceptance Conditions: _____

Not Accepted: _____

Reason: _____



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

General Comments: _____

Delivered By:

Signature	Name	Date
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Accepted By:

Signature	Name	Date
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MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

**DELIVERABLE ACCEPTANCE FORM
PHASE 3, EXPANDED SYSTEM DEPLOYMENT**

PROJECT: SOCIAL SERVICES INFORMATION SYSTEM

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County Office of Homeless Trust and Bowman Systems, L.L.C. This document constitutes full acknowledgment by the Miami-Dade County Office of Homeless Trust acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

DELIVERABLE NAME: PHASE 3, EXPANDED SYSTEM DEPLOYMENT

Deliverable Description: During Phase 3, the following tasks will be checked, verified, and adjusted as needed to meet the Phase 3 deliverables stated in the table below. Acceptance by the County of all the Phase 3 deliverables allows Licensor to submit and invoice in accordance with Milestone 3 specified in Article 15.3, and authorizes payment by the County of Licensor's invoice.

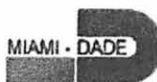
Task Description	Format / Stage	Duration	Resources/Staff
Phase 3 – Expanded System Deployment	Project Milestone	Phase 3 – 60 days	
Establish One-Way Data Feed from HMIS to SSIS	Bowman Systems Internal	TBD	Bowman Systems Professional Services
Phase 2 Acceptance Discussion - Phase 3 to proceed	Conference Call	1 day	Bowman Systems Consultant Bowman Systems VPs of Account Development and Business Development Miami-Dade Project Lead(s) / Sys Admin(s) Miami-Dade Key Stakeholders
System Configuration - Prepare SSIS for conversion of remaining data systems	Miami-Dade Internal	TBD	Miami-Dade Project Lead(s) / Sys Admin(s)



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

Data Migration - For remaining systems converting to SSIS, as agreed upon in Project Plan	Bowman Systems Internal	TBD	Bowman Systems Professional Services
Agency Admin Training - Specifically for Power Users - 12-15 students max	On-Site	2 days	Led by Miami-Dade Project Lead(s) / Sys Admin(s)
End User Training - Specifically for End Users - 12-15 students max	On-Site	1 day per session	Led by Miami-Dade Project Lead(s) / Sys Admin(s)
Provide XML Schema	E-mail	1 day	Bowman Systems Consultant
Establish Infrastructure for Migrating Data from data systems submitting XML files	Bowman Systems Internal	3 days	Bowman Systems IT Staff
Establish Web Services Data Exchange Protocols	E-mail / Conference Calls	TBD	Bowman Systems IT Staff Miami-Dade IT Staff
Data Migration - For data systems sharing data with SSIS, as agreed upon in Project Plan	Bowman Systems Internal	TBD	Bowman Systems Professional Services
Phase 3 Acceptance Discussion - Phase 4 to proceed	Conference Call	1 day	Bowman Systems Consultant Bowman Systems VPs of Account Development and Business Development Miami-Dade Project



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

			Lead(s) / Sys Admin(s)
			Miami-Dade Key Stakeholders

Deliverable Date: _____

Accepted Unconditionally: Yes / No

Accepted Conditionally: Yes / No

Acceptance Conditions: _____

Not Accepted: _____

Reason: _____

General Comments: _____

Delivered By: _____

Signature

Name

Date

Accepted By: _____

Signature

Name

Date



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

**DELIVERABLE ACCEPTANCE FORM
PHASE 4, FINAL ACCEPTANCE OF THE SOCIAL SERVICES INFORMATION SYSTEM**

PROJECT: SOCIAL SERVICES INFORMATION SYSTEM

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County Office of Homeless Trust and Bowman Systems, L.L.C. This document constitutes full acknowledgment by the Miami-Dade County Office of Homeless Trust acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

DELIVERABLE NAME: PHASE 4, FINAL ACCEPTANCE OF THE SOCIAL SERVICES INFORMATION SYSTEM

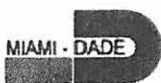
Deliverable Description: During Phase 4, the following tasks will be checked, verified, and adjusted as needed to meet the Phase 4 deliverables listed in the table below: Acceptance by the County of all the Phase 4 deliverables allows Licensor to submit and invoice in accordance with Milestone 4 specified in Article 15.3, and authorizes payment by the County of Licensor's invoice.

Task Description	Format / Stage	Duration	Resources/Staff
Phase 4 – Final Acceptance of the SSIS	Project Milestone	Phase 4	
Phase 4 Acceptance Discussion – Wrap Up Software is installed and operational Software is configured to meet customer's specified needs Identified training has been completed Required reports have been identified and are operational On-going customer support is in place Data migration has been completed as specified	Conference Call	1 day	Bowman Systems Consultant Bowman Systems VPs of Account Development and Business Development Miami-Dade Project Lead(s) / Sys Admin(s) Miami-Dade Key Stakeholders

Deliverable Date: _____

Accepted Unconditionally: Yes / No

Accepted Conditionally: Yes / No



MIAMI-DADE COUNTY, FLORIDA

Contract No. EPP-RFP 603

Acceptance Conditions: _____

Not Accepted: _____

Reason: _____

General Comments: _____

Delivered By:

Signature

Name

Date _____

Accepted By:

Signature

Name

Date _____

EXHIBIT B

Statement of Work

In the summer of 2010, Homeless Initiative Partnerships (HIP) conducted a comprehensive and detailed analysis of available Homeless Management Information System (HMIS) solutions. Bowman Systems LLC is a leading software development firm and application service provider (ASP) for the Human Services Industry. Their HMIS, ServicePoint®, is a proprietary web-based application that is currently utilized by over 23 states, 5 of the highest-performing Continuums of Care (CoCs), and 23 of the 28 Homeless Continuums in Florida, including Miami-Dade and West Palm Beach. A Pilot project utilizing the Bowman system, Broward County was developed as the Service Point software has shown to be better for a regional approach to homelessness. This Statement of work outlines the expansion of the existing HMIS system that will be developed & deployed as per the agreement between the County and Bowman to implement the expanded use of Service Point software and hosting services. Licensor ("Bowman") and County agree that Licensor shall provide the following services under timelines and provisions of the Agreement.

1. Milestones/Deliverables:

Task Description and Deliverables	Format/Stage	Estimated Duration	Resources/Staff
Phase 1 - Development of Project Plan and Information Gathering from 1st Round Programs	Contract Received and Notice to Proceed Issued	45 days	
Key Stakeholders Identified <ul style="list-style-type: none"> Broward County Project Lead(s) / HMIS Lead Project Manager (System Admin) Broward County Homeless Initiative Partnership Section (Homeless Continuum Collaborative Applicant / HMIS Lead Agency) Participating User Agencies 	Broward County Internal	To be determined by County and Bowman	Broward County Key Stakeholders
Kickoff/Project Launch Meeting <ul style="list-style-type: none"> Introductions of Key Personnel Review Project Goals and Requirements Establish Communication Protocol Schedule First On-Site Consulting Engagement 	Conference Call	1 day	Bowman Systems Consultant Bowman Systems Representative(s) of Account Development, Client Services, Finance, IT, and Programming & Development (if applicable) Broward County Project Lead(s) / HMIS Lead Project Manager (System Admin) ETS Project Manager Broward County Key Stakeholders

Task Description and Deliverables	Format/Stage	Estimated Duration	Resources/Staff
Initial Information Gathering Stage Broward County to Provide intake forms, report requirements, etc. to Bowman Systems for Initial Review <ul style="list-style-type: none"> Broward County to Provide Workflow and Process Information for all Departments/Programs adopting ServicePoint 	Email / Forms	10 days	Bowman Systems Consultant Broward County Project Lead(s) / HMIS Lead Project Manager (System Admin)
Project Overview and Planning <ul style="list-style-type: none"> Workflow and Process Review System Configuration Planning 	Bowman Systems Internal	5 days	Bowman Systems Consultant
On-Site Consulting Engagement <ul style="list-style-type: none"> System Orientation for New Agency Admin(s) and other Key Stakeholders Site Visits with (first round or all) of the new Providers (Departments/Agencies/Programs) adopting ServicePoint Review first series of data systems to be replaced with ServicePoint Site Visits/Meetings with Departments/Programs that will only submit data to ServicePoint Establish working relationship between Bowman Systems Consultant and Broward County Project Lead(s) / Sys Admin(s) 	On-Site Meetings	6 – 8 days	Bowman Systems Consultant Broward County Project Lead(s) / HMIS Lead Project Manager (System Admin) Broward County Key Stakeholders
Develop Detailed Project / Expansion Plan <ul style="list-style-type: none"> Create Working Project Plan based on data gathered prior to and during the first on-site visit 	Bowman Systems Internal	10 days	Bowman Systems Consultant
Phase 1 Acceptance Discussion - Review & agreement on established Project Plan	Conference Call	1 day	Bowman Systems Consultant Bowman Systems Representative(s) of Account Development, Client Services, Finance, IT, and Programming & Development (if applicable) Broward County Project Lead(s) / Sys Admin(s) Broward County Key Stakeholders

(NOTE: All on-site visits must be confirmed with a signed Scheduling Confirmation document to initiate booking of travel arrangements. Travel arrangements must be made at least 30-days prior to date of scheduled on-site visit.)

Task Description and Deliverables	Format/Stage	Estimated Duration	Resources/Staff
Phase 2 - Expanded System Configuration, Training, and Deployment (1st Round Programs)	Project Milestone	Phase 2 - 45 days	
System Administrator Refresher Training <ul style="list-style-type: none"> Review of existing ServicePoint functionality Introduction to new ServicePoint functionality Train-the-trainer training (If applicable) 	On-Site Meeting	5 days	Bowman Systems Consultant Broward County Project Lead(s) / Sys Admin(s)
System Configuration of Baseline Workflow(s) <ul style="list-style-type: none"> Establish basic system configurations to meet Broward County implementation & reporting objectives. Prepare Broward County ServicePoint implementation for initial set of early adopters' training sessions 	On-Site Meeting	2 – 4 days	Bowman Systems Consultant Broward County Project Lead(s) / Sys Admin(s)
System Configuration (cont'd)	Broward County Internal	To be determined by County and Bowman	Bowman Systems Consultant Broward County Project Lead(s) / Sys Admin(s)
Agency Admin Training <ul style="list-style-type: none"> Specifically for initial power users 12-15 students max 	On-Site	4 - 5 Days (per Agency Admin Training Group)	Bowman Systems Consultant Broward County Project Lead(s) / Sys Admin(s)
Advance Reporting Tool (ART) Reports Development (optional & as needed)	Remote Work	1 – 3 days per basic report; TBD for more complex ART Reports	Led by Bowman Systems Consultant & Supported by Broward County Project Lead(s) / Sys Admin(s)
Reports Training (as needed) <ul style="list-style-type: none"> Specifically for Initial Adopters of ServicePoint Review of Canned Reports, Using ReportWriter tool, and learning to run existing ART Reports (from the ART Gallery) 15-25 students max 	On-Site	2 days per session	Led by Bowman Systems Consultant & Supported by Broward County Project Lead(s) / Sys Admin(s)

ART Reports Creation Training (as needed) <ul style="list-style-type: none"> Specifically for Initial Adopters of ServicePoint that will have ART Ad Hoc Licenses 4 - 6 students max 	On-Site	3 - 4 days per session	Led by Bowman Systems Consultant & Supported by Broward County Project Lead(s) / Sys Admin(s)
End User Training <ul style="list-style-type: none"> Specifically for Initial End Users 15-25 students max 	On-Site	2 – 3 days per session per workflow	Led by Bowman Systems Consultant & Supported by Broward County Project Lead(s) / Sys Admin(s)
Phase 2 Acceptance Discussion	Conference Call	1 day	Bowman Systems Consultant Bowman Systems Representative(s) of Account Development, Client Services, Finance, IT, and Programming & Development (if applicable) Broward County Project Lead(s) / Sys Admin(s) Broward County Key Stakeholders

Task Description	Format/Stage	Estimated Duration	Resources/Staff
Phase 3 - Revision of Project Plan, and Continued Expanded System Configuration, Training, and Deployment (2nd Round Programs)	Project Milestone	Phase 3 - 60 days	
Update Detailed Project / Expansion Plan for next Round of ServicePoint Adopting Providers <ul style="list-style-type: none"> Update Working Project Plan based on data gathered from next round of ServicePoint adopting Providers Details of Remaining Milestone Objectives are subject to this Project Plan visit 	Bowman Systems Internal	4 – 6 days	Bowman Systems Consultant Broward County Project Lead(s) / Sys Admin(s)



On-Site Consulting Engagement <ul style="list-style-type: none"> System Orientation for New Agency Admin(s) and other Key Stakeholders Site Visits with (first round or all) of the new Providers- (Departments/Agencies/Programs) adopting ServicePoint Establish working relationship between Bowman Systems Consultant and Broward County Project Lead(s) / Sys Admin(s) 	On-Site Meetings	4 – 8 days (depending on # of next round adopting/ joining Agencies/ Programs)	Bowman Systems Consultant Broward County Project Lead(s) / Sys Admin(s) Broward County Key Stakeholders
System Configuration of Next Round of Baseline Workflow(s) <i>(if different/expanded from previous round of ServicePoint Adopter Agencies/Programs)</i> <ul style="list-style-type: none"> Establish basic system configurations to meet Broward County implementation & reporting objectives. Prepare Broward County ServicePoint implementation for next set of early adopters' training sessions 	On-Site Meeting	2 – 4 days	Bowman Systems Consultant Broward County Project Lead(s) / Sys Admin(s) Broward County Key Stakeholders
Agency Admin Training <ul style="list-style-type: none"> Specifically for Initial Power Users 12-15 students max 	On-Site	4 - 5 Days (per Agency Admin Training Group)	Led by Bowman Systems Consultant & Supported by Broward County Project Lead(s) / Sys Admin(s)
ART Reports Development (optional & as needed)	Remote Work	1 – 3 days per basic report; TBD for more complex ART Reports	Led by Bowman Systems Consultant & Supported by Broward County Project Lead(s) / Sys Admin(s)
Reports Training (as needed) <ul style="list-style-type: none"> Specifically for Initial Adopters of ServicePoint Review of Canned Reports, Using ReportWriter tool, and learning to run existing ART Reports (from the ART Gallery) 15-25 students max 	On-Site	2 days per session	Led by Bowman Systems Consultant & Supported by Broward County Project Lead(s) / Sys Admin(s)
ART Reports Creation Training (as needed) <ul style="list-style-type: none"> Specifically for Initial Adopters of ServicePoint that will have ART Ad Hoc Licenses 4 - 6 students max 	On-Site	3 - 4 days per session	Led by Bowman Systems Consultant & Supported by Broward County Project Lead(s) / Sys Admin(s)

End User Training <ul style="list-style-type: none"> Specifically for Initial End Users 15-25 students max 	On-Site	2 – 3 days per session per workflow	Led by Bowman Systems Consultant & Supported by Broward County Project Lead(s) / Sys Admin(s)
Phase 3 Acceptance Discussion	Conference Call	1 day	Bowman Systems Consultant Bowman Systems Representative(s) of Account Development, Client Services, Finance, IT, and Programming & Development (if applicable) Broward County Project Lead(s) / Sys Admin(s) Broward County Key Stakeholders

Task Description and Deliverables	Format/Stage	Estimated Duration	Resources/Staff
Phase 4 - Final Acceptance	Project Milestone	Phase 4	
Phase 4 Acceptance Discussion - Wrap Up <ul style="list-style-type: none"> Review of work described in the above timeline has been completed. 	Conference Call	1 day	Bowman Systems Consultant Bowman Systems Representative(s) of Account Development, Client Services, Finance, IT, and Programming & Development (if applicable) Broward County Project Lead(s) / Sys Admin(s) Broward County Key Stakeholders

Payments per Phase may be paid after preliminary acceptance. The percentage of payment due per phase is outlined in Section 7 of the Agreement. Final payment may be invoiced after the defined final acceptance.

2. Software:

Licensor shall provide the software as itemized in the Price Schedule attached as Exhibit C. Any necessary third-party software will be included in the deliverables provided by Bowman.

3. Equipment:

Bowman shall provide the following equipment for the services to County pursuant to this Agreement:

Dell PowerEdge R610
 16GB RAM (4x4GB, 1333MHz)
 Built-In Quad-Port Broadcom Gigabit Ethernet network interfaces
 1 x Xeon E5649 CPU, 6 cores, 2.53GHz
 Perc H 700 6Gbit SAS controller, 512MB Cache



DVD ROM drive
iDRAC6 Express
6 x 300GB SAS6 10K RPM 2.5" hard drives
Dual, redundant hot-swappable power supplies, 717Watt
Rack-Mountable rails

County or End User Agency (for external agencies) shall provide equipment necessary to perform client functions of the system. Workstation Minimum Requirements:

Memory

- ♦ If Win7 – 4 Gig recommended, (2 Gig minimum)
- ♦ If Vista – 4 Gig recommended, (2 Gig minimum)
- ♦ If XP – 2 Gig recommended, (1 Gig minimum)

Monitor

- ♦ Screen Display - 1024 by 768 (XGA) or higher (1280x768 strongly advised)

Processor

- ♦ A Dual-Core processor is recommended.
- ♦ Avoid using a single-core CPUs.

Internet Connection

- ♦ Broadband

Browser

- ♦ Chrome is recommended
- ♦ Firefox 8 or above.
- ♦ IE8 and IE9 are acceptable.

Recommended Practices:

Microsoft Windows: Update as patches become available.

Browser: Update as patches become available.

Workstation Maintenance: Provide regularly scheduled best practice maintenance on all workstations.

ServicePoint 5.x Software

PostgreSQL data base
JAVA programming language
Google Web Tool Kit
AJAX for communication between the application and the data base
Web server and data base are hosted on Linux operating system

4. Optional Services and/or Additional Software/Licenses:

SERVICE	DESCRIPTION	UNIT	UNIT COST
Consulting	Data Conversion Analysis, Assistance with specialized agency configuration (such as Domestic Violence agencies) to ensure compliance with HUD & other applicable regulations. Per Miami Dade agreement - 30 days estimate based on 5-10 days for information gathering/5 days project overview and planning/5 days on-site/10 days for development of project implementation plan/2 days' system configuration.	Per Day	\$1,500.00
Migration (West Palm and Broward CSMS)	Data conversion, custom report and custom programming services are provided on a fee basis and require a Statement of Analysis (SOA) prior to the creation of a Statement of Work (SOW). The SOAs will allow our team to quickly analyze the work required and validate the minimum pricing for a SOW. The deliverable from a SOA is a SOW that defines the estimated number of hours and total estimated cost. A single data integration may take from 50 - 150 hours.	Per Unit	\$125.00
Programming Services	Assistance with report customization - 520 hours @ \$125/hr per Miami Dade contract.	Per Hour	\$125.00
CPT Code Set	Current Procedural Terminology (CPT) Code Set	Per User	\$25.00
DSM Code Set	Diagnostic and Statistical Manual of Mental Disorders (DSM) Code Set	Per User	\$15.00
ServicePoint User License (Cost/user)	New Licenses	Per User	\$125.00
ServicePoint Annual Maintenance (Cost/user)	Maintenance for New Licenses	Per User	\$50.00
Additional Training	Additional training as needed, including web-based training (on-site training \$1,500/day; web-based training \$175/hour).	Per Day/Hour	\$1500/day (on-site); \$175/hour (web- based)

5. Final System Acceptance Test Plan

Bowman and the County agree that final acceptance of the Bowman Systems, LLC ServicePoint HMIS system shall be contingent on satisfying all of the following conditions.

For each phase, the Broward County Project Lead(s) / Sys Admin(s) AND/OR ETS Project Manager AND/OR Key Stakeholders will review each milestone outlined above upon Vendor completion and Accept/Deny.

Final User Acceptance Matrix									
Item	Criterion	Test Phase(s)	Tester Initials	Pass/Fail	If Fail, Reason(s)/ Next Step(s)	Retest Date (if needed)	Tester	Pass/Fail	If Fail, Reason(s)/ Next Step(s)
Effectiveness	Providers can complete assessments with all funder required data. Demonstrated by System Administrator review over all 4 phases.	1, 2, 3, 4							
	User Access Audit Logs are fully functioning and accessible to System Administrator. Demonstrated by samples of these logs.	3							
Efficiency & Ease of Use	New Users are trained; Demonstrated by signed Data Quality Standards User Acknowledgement Form for each user.	1, 2, 3, 4							
	System Administrator can manage users, run ad-hoc reports, and customize assessments. Demonstrated by samples of these activities.	3							
	Performance Measures are compliant with Broward County/ HUD Standards. Demonstrated by comparing report to Broward County & HUD Standards	2							

	Demographic report compliant with Broward County/ HUD Standards. Demonstrated by comparing report to Broward County & HUD Standards	2							
Data Quality	Data Quality is improved (issues are easily identified and corrected). Demonstrated by comparison of Data Quality Report Cards over all 4 phases.	1, 2, 3, 4							
Funder Reporting	Funder required reporting is included in the core application (i.e., APR, AHAR, PIT, VA, ESG, PATH). Reports are accessible and functional. Demonstrated by running interim reports over all 4 phases.	1, 2, 3, 4							

EXHIBIT C Price Schedule

Software		Unit	Unit Cost	Qty	Year 1 Cost	Annual Cost (Years 2-5)
ServicePoint Server Software License	N/A - Included in cost of Dedicated Server Hosting Setup	-	-	-	-	-
ServicePoint User License (Cost/user)	New Licenses	Per User	\$125.00	273	\$ 34,125.00	
ServicePoint Annual Maintenance (Cost/user)	273 New Licenses + 63 Existing Licenses	Per User	\$ 50.00	336	\$ 16,800.00	\$ 16,800.00
Advanced Reporting Tool (ART): Ad-Hoc Reporting License (cost/user)		Per User	\$ 87.50	5	\$ 437.50	\$ 437.50
Advanced Reporting Tool (ART): Report Viewer License		Per User	\$ 47.50	58	\$ 2,755.00	\$ 2,755.00
ServicePoint CallPoint Module	\$5,000/year [Fee Waived]	-	-	-	-	-
	<i>Total Software</i>				\$ 54,117.50	\$ 19,992.50
Dedicated Hosting		Unit	Unit Cost	Qty	Year 1 Cost	Annual Cost (Years 2-5)
ServicePoint Dedicated Hosting Setup	Dedicated Server hardware, setup, and license fees for server dedicated for usage by Broward County only.	Per Unit	\$25,000.00	1	\$ 25,000.00	
Bowman Systems Dedicated Hosting Service on Leased Servers (Tier II Level - 1-5 GB of monthly data transfers)	Bowman Dedicated Server Service provides hosting, maintenance, monitoring, and administration for leased servers dedicated to solely running the Broward County's application and database at the Bowman Systems datacenter. (Note: Pricing is developed by level of monthly data transfers. Data transfers will be calculated each month and billed appropriately.)	Per Unit	\$18,360.00	1	\$ 18,360.00	\$ 18,360.00
Advanced Reporting Tool (ART) Data Warehouse Hosting Setup	N/A - Not a billable item					
ServicePoint Training Site Hosting	A ServicePoint Training Web Site provides an implementation specific site for training purposes and is an important part of any ServicePoint installation. This service provides optional ongoing training site operation, including software updates in concert with the production site.	Per Unit	\$ 3,000.00	1	\$ 3,000.00	\$ 3,000.00
Premium Disaster Recovery Services	Emergency support line access (24/7 basis); priority level support (ensures downtime will not exceed 4 hours); hourly backups to an off site server via a secured VPN (Virtual Private Network) connection; and use of a remote auxiliary server in the event of a client server failure.	Per Month	\$800.00	12	\$ 9,600.00	\$ 9,600.00



Basic Disaster Recovery - included with ServicePoint contract (Service Point System General Info page 27)	Emergency support line access (24/7 basis) for "outages" or "downtime"; nightly database tape backups with offsite storage; 7 day backup history stored locally on instantly accessible Raid 10 storage; 1 month backup history stored off site; 24 hours backed up locally on instantly-accessible disk storage.	-	-	-	-	-
Database Encryption	Database Encryption provides an additional level of security for ServicePoint. Key elements of data that can be tied to an individual are encrypted, providing a balance between security and overall application performance.	Per Unit	\$10,000.00	1	\$ 10,000.00	
Database Encryption Annual Maintenance \$12.49/License	Database Encryption provides an additional level of security for ServicePoint. Key elements of data that can be tied to an individual are encrypted, providing a balance between security and overall application performance.	Per User	\$ 12.49	336	\$ 4,196.64	\$ 4,196.64
<i>Total Dedicated Hosting</i>					\$ 70,156.64	\$ 35,156.64
Professional Services		Unit	Unit Cost	Qty	Year 1 Cost	Annual Cost (Years 2-5)
Training	Estimate based on Users/12 (class size)*3 days NOT TO EXCEED AMOUNT	Per Day	\$ 1,500.00	Up to 68	\$102,000.00	
Miscellaneous						
SSL Certificate	Required Secure Socket Layer Certificate	Per Unit	\$400.00	1	\$ 400.00	\$ 400.00
AIRS Taxonomy	Required Taxonomy	Per Unit	\$400.00	1	\$ 400.00	\$ 400.00
<i>Subtotal Professional Services</i>					\$ 102,800.00	\$ 800.00
Optional Professional Services						
Additional Training	Additional training as needed, including web-based training (on-site training \$1,500/day; web-based training \$175/hour) NOT TO EXCEED AMOUNT	Per Day/ Hour	\$1,500/day (on-site) or \$175/hour (web-based)		-	\$ 15,000.00
Consulting	Data Conversion Analysis, Assistance with specialized agency configuration (such as Domestic Violence agencies) to ensure compliance with HUD & other applicable regulations. Per Miami Dade agreement - 30 days estimate based on 5-10 days for information gathering/5 days project overview and planning/5 days on-site/10 days for development of project implementation plan/2 days system configuration. NOT TO EXCEED AMOUNT	Per Day	\$ 1,500.00	Up to 30 for initial term; Up to 10 for each renewal term	\$ 45,000.00	
Migration (West Palm and Broward CSMS)	Data conversion, custom report and custom programming services are provided on a fee basis and require a Statement of Analysis (SOA) prior to the creation of a Statement of Work (SOW). The SOAs will allow our team to quickly analyze the work required and validate the minimum pricing for a SOW. The deliverable from a SOA is a SOW that defines the estimated number of hours and total estimated cost. A single data integration may take from 50 - 150 hours. NOT TO EXCEED AMOUNT	Per Unit	\$125.00	Up to 300	\$ 37,500.00	
Programming Services	Assistance with report customization - 520 hours @ 125/hr per Miami Dade contract NOT TO EXCEED AMOUNT	Per Hour	\$125.00	Up to 520	\$ 65,000.00	

CPT Code Set	Current Procedural Terminology (CPT) Code Set	Per User	\$ 25.00	Up to 30	\$ -	\$ 750.00
DSM Code Set	Diagnostic and Statistical Manual of Mental Disorders (DSM) Code Set	Per User	\$ 15.00	Up to 75	\$ -	\$ 1,125.00
ServicePoint User License (Cost/user)	New Licenses	Per User	\$125.00	Up to 46		\$ 5,750.00
ServicePoint Annual Maintenance (Cost/user)	Maintenance for New Licenses	Per User	\$ 50.00	Up to 46		\$ 2,300.00
	<i>Subtotal Optional Services</i>				<i>\$147,500.00</i>	<i>\$ 24,925.00</i>
	<i>Total Professional Services</i>				<i>\$250,300.00</i>	<i>\$ 25,725.00</i>
	TOTAL				\$374,574.14	\$ 80,874.14



EXHIBIT D
WORK AUTHORIZATION FORM FOR AGREEMENT ADOPTING THE MIAMI-DADE
COUNTY PROFESSIONAL SERVICES, SOFTWARE LICENSE, MAINTENANCE AND
SUPPORT AGREEMENT, SOCIAL SERVICES INFORMATION SYSTEM, WITH BOWMAN
SYSTEMS, LLC, DATED SEPTEMBER 16, 2008
WORK AUTHORIZATION FORM

Work Authorization No. _____

Contract Administrator
Award Authority for Optional Services

This Work Authorization is between Broward County and _____ as required 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]

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

The time period for this Work Authorization will consist of ____ (____) calendar days unless otherwise set forth in an attached quotation.

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

Professional Services	\$ _____
General Services	\$ _____
Equipment/Hardware	\$ _____

Total Maximum Cost of this Work Authorization \$ _____

County

Project Manager _____	Contract Administrator _____
Date _____	Date _____

Risk Management _____	Board and/or Designee _____
Date _____	Date _____

VENDOR

Signed: Robert P. Bowman

Attest:

Typed Name: Robert P. Bowman

Deborah W. Cox

Title: CEO



EXHIBIT E

Certificate of Insurance

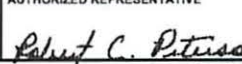
Client#: 13938		BOWMSY																																											
ACORD™		CERTIFICATE OF LIABILITY INSURANCE																																											
		DATE (MM/DD/YYYY) 02/13/2013																																											
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>																																													
PRODUCER Keith D. Peterson & Co., Inc. 708 Millam Street P.O. Box 1758 Shreveport, LA 71166		CONTACT NAME: PHONE (A/C, No, Ext): 318 221-0547 FAX (A/C, No): 3184247516 E-MAIL: ADDRESS:																																											
INSURED Bowman Systems, L.L.C. 333 Texas St., Suite 300 Shreveport, LA 71101		INSURER(S) AFFORDING COVERAGE																																											
		INSURER A: Travelers Prop. Cas. Co. of Ame																																											
		INSURER B: Phoenix Insurance Company																																											
		INSURER C: Travelers Indemnity Company																																											
		INSURER D:																																											
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<p>COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:</p> <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>INSR LTR</th> <th>TYPE OF INSURANCE</th> <th>ADDL SUBR INSR WVD</th> <th>POLICY NUMBER</th> <th>POLICY EFF (MM/DD/YYYY)</th> <th>POLICY EXP (MM/DD/YYYY)</th> <th>LIMITS</th> </tr> </thead> <tbody> <tr> <td>A</td> <td> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC </td> <td></td> <td>ZLP14S08413</td> <td>07/01/2012</td> <td>07/01/2013</td> <td> EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 </td> </tr> <tr> <td>C</td> <td> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS </td> <td></td> <td>BA9A982076</td> <td>07/01/2012</td> <td>07/01/2013</td> <td> COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ </td> </tr> <tr> <td>A</td> <td> UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE </td> <td></td> <td>ZUP14S08425</td> <td>07/01/2012</td> <td>07/01/2013</td> <td> EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ </td> </tr> <tr> <td>B</td> <td> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below </td> <td>N/A</td> <td>UB9B00293A</td> <td>07/01/2012</td> <td>07/01/2013</td> <td> <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 </td> </tr> <tr> <td>A</td> <td> Professional Liability </td> <td></td> <td>ZPL14S08253</td> <td>07/01/2012</td> <td>07/01/2013</td> <td> \$2,000,000 Occurrence \$10,000 Retention </td> </tr> </tbody> </table>				INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		ZLP14S08413	07/01/2012	07/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000	C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA9A982076	07/01/2012	07/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	A	UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		ZUP14S08425	07/01/2012	07/01/2013	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$	B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB9B00293A	07/01/2012	07/01/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000	A	Professional Liability		ZPL14S08253	07/01/2012	07/01/2013	\$2,000,000 Occurrence \$10,000 Retention
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<p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)</p> <p>Certificate Holder is included as an Additional Insured as respects the General Liability Coverage as per written contract.</p> <p style="text-align: right;">Jacqueline Binns 2013.02.13 15:01:28 -05'00'</p>																																													
CERTIFICATE HOLDER Broward County Board of County Commissioners 115 S. Andrews Avenue Fort Lauderdale, FL 33301		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 																																											

EXHIBIT F

Service Level Agreement

In connection with all Services provided under the Agreement, Contractor shall meet or exceed the requirements below including as to Application Service Provider (ASP) hosting. The standards set forth herein are intended to reflect the current industry best practice standards for the Services. If and to the extent the industry best practices evolve to impose standards on the industry higher than set forth herein including without limitation for security or service availability, this Service Level Agreement ("SLA") shall be deemed to impose the new, higher standards upon Contractor. Contractor shall notify County in writing of any material change to its standards during the term of the Agreement. Should County determine at any point in time that Contractor's standards are not adequate or in accord with this SLA, then County shall have the right to terminate the Agreement. Any item herein requiring approval by County must be approved in writing. All actions, notices, or other conduct by County herein may be taken by the Contract Administrator and/or County Enterprise Technology Services ("ETS"), as the County deems appropriate.

1. Security

Licensor agrees to meet the current industry best practice standards for the Services, including as to Application Service Provider (ASP) hosting. Licensor shall ensure that the Services comply with the following:

1.1. Provide ability for County to set up a table with username, password, and IP address and route all County users of the System through a static IP address. Licensor shall restrict access to County data to that specific static IP address.

1.2. Support encryption using at least 256-bit encryption keys for the connection from County to Licensor production network.

1.3. If and to the extent Bowman accepts, transmits or stores any credit cardholder data, then on a quarterly basis, Licensor shall provide County technical staff a copy of third-party Payment Card Industry compliance vulnerability scanning reports within 30 days of their release and Licensor shall comply with the most recent version of the Security Standards Council's PCI Payment Application Data Security Standard.

1.4. All servers will be protected behind a layer of firewalls, initial configuration of which must be approved by County prior to Final Acceptance. Any subsequent changes must be approved by County. All database servers will be protected behind a second set of internal firewalls.

1.5. Contractor's procedures for evaluating security alerts and installing security patches and service packs must be documented and approved by County prior to Final Acceptance.

1.6. Contractor's procedure for intrusion detection, incident response, and incident escalation/investigation must be documented and approved by County prior to Final Acceptance.

1.7. Licensor will provide County a copy of Licensor's annual SSAE16 certification assessment report within 30 days of its release. Licensor must maintain its SSAE16 certification throughout the life of the Agreement.

1.8. Contractor shall maintain a disaster recovery plan with mirrored sites and shall maintain a backup location that is geographically separated by at least 500 miles, with a Recovery Time Objective (RTO) of a maximum of eight hours and a Recovery Point Objective (RPO) of a maximum of four hours from the incident.

1.9. Contractor 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 the County.

1.10. Contractor shall maintain controls that ensure separation of County data and security information from that of other clients. Licensor agrees to provide Advanced Encryption Standard with 256 bit keys (AES-256) data encryption for SSN, TIN, EIN, bank account numbers, and any other data such as HIPAA and PHI as directed by the County and at no additional charge. Licensor will also ensure that the encryption key(s) are not stored with the encrypted data. Contractor shall immediately notify County of any compromise of the encryption keys.

1.11. Contractor shall maintain documented procedures for providing and resetting access controls, which shall be provided to County.

1.12. Licensor shall maintain industry best 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. Upon request, Contractor shall provide documentation of such procedures and practices to County. In addition, Licensor agrees not to allow Peer to Peer Software (P2P) or any other PC file-sharing software to be installed onto any network where County files reside unless specifically permitted in writing on a case by case basis by County.

1.13. Licensor will report to County if any unauthorized parties are successful in accessing any of the servers (including fail over servers) where County's data is housed within 24 hours of becoming aware of the incident. Licensor will provide County with detailed incident report within five (5) days of the breach including remedial measures instituted and any law



enforcement involvement.

1.14. Any Internet interfaces provided by the Licensor will be protected using a Security Certificate from a top tier Certification Authority (CA).

1.15. Licensor shall comply with HIPAA and HITECH laws and regulations (42 CFR and 45 CFR) and, if requested by County, agrees to execute the Business Associate Agreement (BAA) in the form provided by County.

1.16. Licensor shall connect its hosting site through at least two independent Internet Service Providers (ISPs) with different Internet Points-of-Presence.

1.17. Licensor shall ensure background checks have been performed on any personnel having access to County data. Licensor shall deny convicted felons access to any County data.

1.18. Licensor shall ensure that its service providers, subcontractors, and any third-party performing any Services relating to this Agreement shall comply with the terms and conditions specified in this Agreement.

2. Service Availability

Licensor agrees to make the System available in compliance with the following service performance standards. System, server, application, and network availability percentage guarantees are exclusive of scheduled maintenance times identified below.

2.1 System Availability

2.1.1 Network Uptime Guarantee. Licensor 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) and 98.00% of non-Prime Time in a given month, excluding Scheduled Maintenance as defined herein. Network uptime includes functioning of all network infrastructure including routers, switches and cabling, but does not include services or software running on Contractor's server. Network downtime exists when County is unable to transmit and receive data. Network downtime is measured from the time the trouble ticket is opened to the time the server is once again able to transmit and receive data.

As long as the System is available over the Internet to at least some third parties (i.e., the System is functioning properly and there are no technical issues with Contractor's or its Internet service provider's hardware or software), any inability on the part of County or Third Party Users to access the System as a result of a general Internet outage or third party's outage will not be counted toward any unavailability time period.

Licensor 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 30 minutes of System Availability/Network downtime in excess of the Network Uptime Guarantee (up to 100% of customer's monthly fee), measured on a monthly basis. Such refunds will be paid within 10 days of the applicable Monthly Report or, with County's prior written approval, may be credited against amounts due under any unpaid invoice.

2.1.2 Scheduled Maintenance. 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 the County or third party users) ("Scheduled Maintenance") may be scheduled to occur between 7 p.m. - 5 a.m. Eastern with prior written approval from the County.

During non-business hours, Licensors may perform, without any notice to County, routine maintenance operations that do not require the System to be taken offline, but which may have the effect of degrading System performance and response time. Such degradation in performance and response time shall not be deemed a breach of any obligation hereunder.

Licensors may from time to time schedule other maintenance to occur outside of Scheduled Maintenance if expressly approved in writing in advance by the County.

Licensors will provide County with at least twenty-four (24) hours prior notice of any maintenance requiring the System to be taken offline. All changes that are expected to take more than four (4) hours to implement or that are likely to impact user workflow must be reviewed and approved by the County in advance.

2.1.3 Monthly Report. By the tenth day of each month, Licensors will provide to County monthly a report which details performance in accordance with these service level standards for the most recent calendar month. To the extent the performance fails to meet the Network Uptime Guarantee, the report shall calculate for each month 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 Prime Time network uptime / (Total minutes of Prime Time - Minutes of Scheduled Maintenance) = __%).

2.1.4 Hardware Guarantee. Licensors guarantees the functioning of all hardware components necessary for Licensors to provide the Services and Service Availability herein, and will replace any failed 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 same refund described in Network Uptime Guarantee above.

2.2 Infrastructure Management.

2.2.1 Network Bandwidth/Response Times. Licensor agrees to provide packet loss of less than 1% and less than 60 milliseconds domestic latency within Licensor's network. Licensor agrees to maintain sufficient bandwidth to the hosting sites and ensure the server processing time to provide millisecond response times from the server. County and Licensor recognize that end user response times are dependent on intermittent internet service provider network connectivity, and in the case of County's users, on County's internal network health.

2.2.2 Site Hits. Licensor agrees to support up to 500,000 site hits per day (in a single 24-hour period) to the County's web pages and to capture the number of site hits by page for performance to standards reporting.

2.2.3 Transactions Processed. An unlimited number of transactions may be processed to the County production database hosted by Licensor, but Contractor may recommend that non-routine reports and queries be limited to certain timeframes, quantities or other specifications if the Contractor determines that such reports and queries cause degradation to response times effecting performance levels set in the SLA.

2.2.4 Database Retention. Licensor will retain all database records regardless of number or size.

2.2.5 Software Maintenance. Licensor agrees to apply upgrades, new releases, and enhancements to the System periodically and that those upgrades will not adversely affect those parts of the System used by County. In addition Licensor agrees to provide a test system for County's testing of application upgrades and fixes.

2.2.6 Report Execution. To the extent Contractor's System includes an ad-hoc reporting tool and/or standard reports, Licensor agrees to provide unlimited access to such functionality for County employees who are assigned the appropriate reporting tool license. Licensor agrees to support an unlimited number of queries and reports against the County's data for no additional fee. County agrees that Licensor may put size limits on queries and reports to maintain System performance.

2.2.7 System Backups. Licensor shall conduct full System backups (including System and user data) weekly and incremental backups daily. Backups will be written to a backup device with sufficient capacity to handle the data. Licensor agrees to maintain a complete current set of backups for County's System, including data, at a remote, off-site "hardened" facility from which data can be recovered within four (4) hours at any point in time. System restoration performed as a recovery procedure after a disaster is included in the Services provided by Licensor. County may request restoration of individual file(s). Licensor agrees that County may extract all data from Contractor's database at will.

2.2.8 Test. A development and test system, which shall mirror the production system, shall be made available for use by County for testing purposes upon two business day's request.



2.2.9 Demo/Training. A Demo/Training System will be available for use by County upon two business day's request. County may control data that is populated on the Demo/Training System by requesting that Licensor (a) periodically refresh data from production; (b) do an ad-hoc refresh of data from production; (c) not refresh data from production until further notice from the County; or (d) on an ad hoc basis with training data supplied by County.

2.3 Performance Monitoring & Hosting Capacity Increases

2.3.1 Upon request, Licensor shall provide standard reporting metrics to County on a monthly basis which shall include: (a) traffic patterns by user, and by time; server load including CPU load, virtual memory, disk and I/O channel utilization, TCP load for each server allocated in part or in full to County System; system errors in the System, database, operating system, and each server allocated in part or in full to County System.

2.3.2 Should County anticipate an increase in transaction volume and desire to expand capacity, Licensor will upgrade existing servers or deploy additional servers dedicated to County's System within five (5) calendar days of written notice by County. Any incremental or additional costs must be pre-approved in writing by the County in accordance with the Broward Procurement Code.

3. Data

3.1 County shall have the right to use the Services to provide information derived from the use of the System and/or to provide such information on electronic media to the public where required or allowed by the laws of the State of Florida or other laws allowing disclosure by County.

3.2 County is the owner and custodian of its information and data, whether or not such is electronically retained and regardless of the retention media. All data provided by County or its agents under this Agreement regardless of the format or reporting form or method are the County's property and may be reproduced and used solely at the discretion of the County.

3.3 County shall have the option of receiving the data at any time in any format, including without limitation XML, Sequel, or in another format as may be mutually agreed to by County and Contractor.

3.4 All data which is exempt or confidential under Florida law (Florida Statutes Chap.119), including but not limited to social security numbers and police records which is obtained, or supplied to Licensor pursuant to this Agreement, shall be kept confidential by Licensor and shall not be used or disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by an order issued by a court of lawful jurisdiction. This clause shall survive termination of the Agreement.



3.5 Upon the termination of this Agreement or the end of serviceable life of any media used in connection with this Agreement, Licensors shall, at County's option, (a) securely destroy all media (including media used for backups) containing any County information and provide to the County a signed certificate of destruction or a destruction certificate from the relevant service provider, and/or (b) return to County all data provided by County and provide a signed certification documenting that the County data is not retained by Contractor in any format or media.

4. Transition/Disentanglement

4.1. In the event of expiration or termination of the Agreement, at County's written notice of election at least ten (10) days prior to expiration or termination, Licensors agree to continue to provide the Services (or any portion thereof, as County may request) on a month-to-month basis for a period of up to eighteen (18) months or until such time as the County provides ten (10) business days' notice of termination, whichever occurs earlier. The fees for the continued Services subject to this provision shall be charged at the monthly equivalent of the fees in effect immediately prior to the commencement of the month-to-month period.

4.2. The Licensors will complete the transition of any terminated Services to the County and/or any replacement providers that the County designates (collectively, the "Transferee"), without causing any unnecessary interruption of, or adverse impact on, the Services ("Disentanglement").

4.3. Without limiting the obligations stated above, the Licensors will:

4.3.1. Provide the Transferee with all nonproprietary information needed to perform the Disentanglement, including, without limitation, data conversions, interface specifications, and data about related professional services. This information will include complete documentation of all relevant software and hardware configurations.

4.3.2. Promptly and orderly conclude all work as the County may reasonably direct and provide prompt documentation of work in progress and other measures to Transferee upon request.

4.3.3. Licensors will work in good faith (including, upon request, with the Transferee) to develop an orderly disentanglement plan that documents the tasks required to accomplish an orderly transition with minimal business interruption or expense for the County.

4.3.4. Licensors will not, without the County's prior written consent, transfer, reassign or otherwise redeploy any of the Contractor's personnel from performing the Contractor's duties under this Agreement.

4.3.5. If applicable, with reasonable prior written notice to County, Licensors will

remove its assets and equipment from County facilities.

4.3.6. If the County requests, Licensor will at no additional cost assign all contracts used by Licensor exclusively in connection with the Services to the Transferee. Licensor shall perform all its obligations under such contracts for periods prior to the date of assignment, and the Licensor will reimburse the County for any losses resulting from any failure to perform any such obligations.

4.3.7. Licensor will deliver all current, nonproprietary documentation and data related to County-owned assets and infrastructure to Transferee. Upon written consent from County, Licensor may retain one copy of documentation to the extent required for Contractor's archival purposes or warranty support.

4.3.8. To the extent requested by County, Licensor will provide a list with current valuation based on net book value of any Licensor-owned server necessary to sustain the delivery of Services. If County elects to acquire any such server, any existing warranties will transfer along with those assets. Any shipping and handling costs required to make server available to County or Transferee will be reimbursed by County to Licensor.

4.3.9. Licensor will use good faith efforts obtain written consent from all third-party licensors and lessors to assign to the Transferee any third-party licenses and maintenance and support services used in connection with providing the Services. Such services (if any) shall be at the price at which such maintenance and support is commercially available to other customers of such Third Parties, and for the same period of time that this price is available to those customers.

4.3.10. The Licensor will cooperate, take any necessary additional action, and perform such additional tasks that the County may reasonably request to ensure timely and orderly Disentanglement.

EXHIBIT G**Business Associate Agreement****BUSINESS ASSOCIATE AGREEMENT BETWEEN
BROWARD COUNTY, FLORIDA AND BOWMAN SYSTEMS, LLC**

This BUSINESS ASSOCIATE AGREEMENT (hereinafter "BAA") amends the following Agreement by and between Broward County, Florida (hereinafter called "County"), and Bowman Systems, LLC, a Louisiana corporation authorized to do business in the State of Florida with its principal office located at 300 Texas Street, Suite 300, Shreveport, Louisiana 71101 (hereinafter called "Business Associate") in connection with the Agreement Adopting The Miami-Dade County Professional Services, Software License, Maintenance And Support Agreement, Social Services Information System, With Bowman Systems, LLC, dated September 16, 2008 (hereinafter the "Existing Agreement").

IN CONJUNCTION WITH the Existing Agreement, this BAA is made and entered into by and between the County and the Business Associate.

WHEREAS, the County and the Business Associate have previously entered into an Agreement related to the operation of certain activities/programs related to the provision of health care; and

WHEREAS, the operation of such activities/programs is subject to the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and

WHEREAS, the requirements of HIPAA mandate that certain responsibilities of contractors with access to Protected Health Information ("PHI") as defined under HIPAA must be documented through a written agreement; and

WHEREAS, the County and the Business Associate desire to comply with the requirements of HIPAA and acknowledge their respective responsibilities; and

NOW, THEREFORE, the Parties enter into this BAA for the consideration set out below, all of which is deemed to be good and sufficient consideration in order to make this BAA a binding legal instrument.

Section 1: General Terms and Definitions.

- 1.1 All terms used in this BAA not otherwise defined herein shall have the meanings as defined in 45 CFR Parts 160, 162, and 164 (hereinafter called, "HIPAA").
- 1.2 In the event of an inconsistency between the provisions of this BAA and the mandatory terms of the HIPAA rules and regulations, or the interpretations issued by U.S. Department of Health and Human Services (HHS), a court, or another regulatory agency with authority over the Parties hereto, the



interpretation of HHS, such court, or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with the rules of precedence.

- 1.3 When provisions of this BAA are more stringent than those mandated by HIPAA, but are nonetheless permitted by the rules, the provisions of this BAA shall control.
- 1.4 Risk assessment as used in Section 2.2 below is defined as the act of assessing whether each implementation specification identified in 45 CFR § 164.306 is a reasonable and appropriate safeguard, documenting reasons why they are deemed appropriate or not, and if not deemed appropriate, identifying other reasonable safeguards that shall be used.
- 1.5 Penalties as used in Section 2.4 below are defined as civil penalties that may be applied to the Business Associate for its own actions and the actions of its workforce members by the Secretary to HHS. In determining penalties, the Secretary will take into account the nature and extent of the violation and the nature and extent of harm resulting from such violation. The amount of the penalties range depending upon the type of violation.

Section 2: Obligations and Activities of the Business Associate.

- 2.1 The Business Associate shall not use or disclose PHI other than as permitted or required by this BAA or as required by law.
- 2.2 The Business Associate shall utilize a risk assessment to develop appropriate administrative, physical, and technical safeguards to prevent use or disclosure of the PHI other than as permitted or required by this BAA or as required by law, prior to providing any services under this BAA.
- 2.3 The Business Associate shall mitigate, to the extent possible, any harmful effect that is known to Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this BAA.
- 2.4 The Business Associate shall notify the County's HIPAA Privacy Official at (954) 357-6157 of any impermissible use or disclosure of any unsecured PHI within twenty-four (24) hours of it becoming aware of such access, acquisition, use or disclosure so the County can investigate the circumstances to determine if a breach occurred. In some cases, if a breach can be corrected and the harmful effects mitigated within thirty (30) days of the knowledge of a breach, penalties identified by the Secretary of HHS may not be imposed. Unsecured PHI shall refer to such PHI that is not secured through use of a technology or methodology specified by the Secretary of HHS that renders such PHI unusable, unreadable, or indecipherable to unauthorized individuals.



- 2.5 The Business Associate shall provide the County's HIPAA Privacy and/or Security Official, HIPAA Liaisons, and Contract Grants Administrators with such information set forth below which is required for the County to investigate the incident and determine if it constitutes a breach requiring the County to provide notification to each affected individual whose unsecured PHI was or is reasonably believed to have been accessed, acquired, used or disclosed in a manner impermissible under HIPAA or this BAA, and to the Secretary of HHS.
 - 2.5.1 A brief description of what happened, including the date of the incident and the date of the discovery of the incident;
 - 2.5.2 A description of the type(s) of unsecured PHI that were involved;
 - 2.5.3 Any steps the individuals should take to protect themselves from potential harm that may result from the incident;
 - 2.5.4 A brief description of what the Business Associate is doing to investigate the incident and to mitigate harm to the individuals, and to protect against any further incidents; and
 - 2.5.5 Contact procedures for individuals to ask questions or learn additional information, which may include, in the discretion of the County, a toll-free telephone number, e-mail address, website, or postal address, depending upon the available contact information that the Business Associate has for the affected individuals.
- 2.6 The Business Associate shall require that any agent, including a subcontractor, to whom it provides PHI received from the County or created or received on behalf of the County by the Business Associate, shall, at a minimum, the same restrictions and conditions that apply to the Business Associate pursuant to this BAA.
- 2.7 The Business Associate shall provide access to the County to all PHI in Designated Record Sets within fifteen (15) days of the County's request in order for the County to meet the requirements under 45 CFR § 164.524.
- 2.8 The Business Associate shall make any amendments to PHI in a Designated Record Set as directed or agreed to by the County pursuant to 45 CFR § 164.526 in a timely manner.
- 2.9 The Business Associate shall make its internal practices, books, policies and procedures required by HIPAA, available to the County Contract Grants Administrator within five (5) business days of contract.
- 2.10 The Business Associate shall make its internal practices, books, and records, including all policies and procedures required by HIPAA and PHI, relating to the

use and disclosure of PHI received from the County or created or received on behalf of the County available to the County or to the Secretary of HHS or its designee within five (5) business days of request for the purposes of determining the Business Associate's compliance with HIPAA.

- 2.11 The Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Further, the Business Associate shall to provide to the County an accounting of all disclosure of PHI during the term of this BAA within fifteen (15) days of termination of this BAA, or sooner if reasonably requested by the County for purposes of any monitoring/auditing of the County for compliance with HIPAA.
- 2.12 The Business Associate shall provide the County, or an individual under procedures approved by the County, information and documentation collected in accordance with the preceding paragraph to respond to an individual requesting an accounting for disclosures as provided under 45 CFR § 164.528.

Section 3: Permitted Uses and Disclosures.

- 3.1 Except as otherwise limited in this BAA, the Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the County as specified in the Existing Agreement, provided that such use or disclosure would not violate HIPAA if done by the County.
- 3.2 Except as otherwise limited in this BAA, the Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 3.3 Except as otherwise limited in this BAA, the Business Associate may use PHI to provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).
- 3.4 The Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR § 164.512.

Section 4: Obligations of the County.

- 4.1 The County shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect the Business Associate's use of PHI.
- 4.2 The County shall notify the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use of PHI.



- 4.3 The County shall notify the Business Associate of any restriction to the use or disclosure of PHI to which the County has agreed in accordance with 45 CFR § 164.522, to the extent that such changes may affect the Business Associate's use of PHI.
- 4.4 The County shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rules if done by the County.
- 4.5 The County, following notification from the Business Associate of a potential breach as provided for in Section 2 above, shall notify individuals whose security or privacy has been, or is reasonably believed to have been compromised by an impermissible use or disclosure of their PHI that was received, created, or maintained by the Business Associate without unreasonable delay and in no case later than sixty (60) calendar days after the date that the impermissible use or disclosure was discovered or should have been discovered. Notification will be by first-class mail, or by electronic mail, if the individual has specified notice in the manner as a preference.
- 4.6 The County may post on its website, information on an incident where the Business Associate experienced, or is reasonably believed to have experienced an impermissible use or disclosure of unsecured PHI that compromised the security or privacy of more than ten (10) individuals, when no other current information is available to inform such individuals.
- 4.7 The County shall provide notice to prominent media outlets with information on an incident where the Business Associate experienced an impermissible use and disclosure of unsecured PHI that compromised the security or privacy of more than five hundred (500) individuals within the same state or jurisdiction during the incident.
- 4.8 The County shall report, at least annually, any impermissible use and disclosure of unsecured PHI by the Business Associate to the Secretary of HHS.

Section 5: Term and Termination.

- 5.1 The term of this BAA shall be effective upon execution by all Parties, and shall terminate as follows: (i) when all of the PHI provided by the County or contractors for the County, or created or received by the Business Associate on behalf of the County, is destroyed, turned over to the County, or turned over to contractors designated by the County, (ii) upon written notification by the County's Contract Administrator to the Business Associate as provided for in Section 5.2 (a) and (b), or upon written notification by the Business Associate to the County's Contract Administrator as provided for in Section 5.3 (a) and (b).



- 5.2 Upon the County's knowledge of a material breach of this BAA by the Business Associate, the County shall either:
- a. Provide an opportunity for the Business Associate to cure the breach or terminate this BAA and the Existing Agreement if the Business Associate does not cure the breach within the time specified by the County;
 - b. Immediately terminate this BAA and the Existing Agreement if the Business Associate has breached a material term of this BAA and a cure is not possible; or
 - c. If neither termination nor cure is feasible, the County's HIPAA Privacy Official shall report the violation to the Secretary of HHS.
- 5.3 Upon the Business Associate's knowledge of a material breach of this BAA by the County, the Business Associate shall either:
- a. Provide an opportunity for the County to cure the breach or terminate this BAA and the Existing Agreement if the County does not cure the breach within the time specified by the Business Associate;
 - b. Immediately terminate this BAA and the Existing Agreement if the County has breached a material term of this BAA and a cure is not possible; or
 - c. If neither termination nor cure is feasible, the Business Associate shall report the violation to the Secretary of HHS.

Section 6: Amendment.

The Parties shall take such action as is necessary to amend this BAA as is necessary for the County to comply with the requirements of the HIPAA, Public Law No. 104-191.

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