

Memorandum



Date: July 23, 2019

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Agenda Item No. 8(F)(4)

Subject: Recommendation for Approval to Award Ryan White Management Information System

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a competitive contract award, *Contract No. RFP-00826, Ryan White Management Information System (System)*, to Groupware Technologies, Inc., a Wisconsin corporation, in a total amount not to exceed \$4,546,200.00 for the initial five-year term and two, five-year options to renew term. The proposed System will be used for the data management needs of the federally-funded Ryan White Part A Program, including Minority AIDS Initiative (MAI) funding. It is further recommended that the Board authorize the County Mayor or County Mayor's Designee to execute the contract on behalf of the County and to exercise all provisions contained therein, including any termination, cancellation, renewal and extension provisions.

The System will replace the current system obtained under Contract No. BW8166-5/13, which was established by the Board under Resolution No. R-158-07 and later extended under Resolution Nos. R-1136-16 and R-398-18. The current contract is valued at \$7,740,000, inclusive of the options to renew, for a 13-year term and expires on February 29, 2020.

The Ryan White Part A/MAI Program provides core medical and support services including, but not limited to, outpatient medical care, medical case management, oral health care, mental health services, and residential substance abuse services, to low-income County residents living with HIV/AIDS. The proposed System will maintain client eligibility and demographic information and track program-funded services, allowing the County to meet the Program's data management and federal reporting requirements. The System also serves as the primary tool for coordinating and exchanging information across the service delivery network, which is critical to the County's programmatic and fiscal administration of the Program.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the initial, five-year term is \$1,563,200. Should the County choose to exercise, at its sole discretion, the two, five-year option to renew terms, the estimated cumulative value for the 15-year term will be \$4,546,200.

Department	Allocation	Funding Source	Contract Manager
Management and Budget	\$1,563,200	Federal Funds	Daniel Wall
Total:	\$1,563,200		

Track Record/Monitor

Beth Goldsmith, Chief Negotiator, of the Internal Services Department is acting as the Procurement Contracting Manager.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to execute the contract and exercise all provisions of the contract, including any termination, cancellation, renewal and extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Vendor Recommended for Award

A Request for Proposals was issued under full and open competition. Five proposals were received in response to the solicitation.

Pursuant to notification requirements in Resolution No. R-477-18, the highest-ranked proposer is recommended for award in accordance with the method of award per the solicitation and is a non-local vendor. The previous vendor that submitted a proposal was ranked fourth by the Competitive Selection Committee, and only the three-highest ranked proposers were invited to proceed to the next phase of the evaluation.

The proposer recommended for contract award has the experience and capabilities of providing the necessary functionalities along with additional enhancements at a significant cost savings when compared to the legacy system, as indicated in the Fiscal Impact section.

Vendor	Principal Address	Local Address*	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Groupware Technologies, Inc.	10437 Innovation Drive Suite 306 Wauwatosa, WI	None	0	Bret Ballinger
			0%	

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendors' employees who reside in Miami-Dade County as compared to the vendor's total workforce.

The contract with the recommended vendor is expected to be executed in August 2019 at which time the Department will work with the vendor to properly transition from the legacy system. The recommended vendor will deliver the customized software solution within six months of the contract execution date, with an estimated "Go-Live" date of March 1, 2020. The contract contains provisions in which the vendor will be monetarily penalized if the customized software solution is not delivered by the "Go-Live" date, provided the delays are not caused by the County. The penalty will cover the cost of a contract extension for the legacy system if the customized software solution does not meet the required specifications.

Vendors Not Recommended for Award

Vendor	Local Address	Reason for Not Recommending
Automated Case Management Systems, Inc.	No	Evaluation Scores/Ranking
Foothold Technology	No	
Novasys Technologies, Inc.	No	
RDE System Support Group, LLC	No	

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues. The lists that were

referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.

Pursuant to Resolution No. R-140-15, prior to re-procurement, a full review of the scope of services was conducted to ensure the replacement contract reflects the County's current needs. The review included conducting market research, posting a draft solicitation for industry comment, and holding meetings and drafting sessions with the user department. The scope of services was updated to include new functionality, reporting, and interfacing needs.

Applicable Ordinances and Contract Measures

- The two percent User Access Program and the quarter percent Inspector General Contract Fee provisions do not apply.
- The Small Business Enterprise Selection Factor and Local Preference do not apply due to the funding source.
- The Living Wage does not apply.
- Local Preference does not apply.



Edward Marquez
Deputy Mayer



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: July 23, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(F)(4)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(4)
7-23-19

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF CONTRACT NO. RFP-00826 FOR PURCHASE OF RYAN WHITE MANAGEMENT INFORMATION SYSTEM BETWEEN MIAMI-DADE COUNTY AND GROUPWARE TECHNOLOGIES, INC., IN A TOTAL AMOUNT NOT TO EXCEED \$4,546,200.00 OVER THE INITIAL FIVE-YEAR TERM AND TWO, FIVE-YEAR OPTIONS TO RENEW TERM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY TERMINATION, CANCELLATION, RENEWAL AND EXTENSION PROVISIONS PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves award of Contract No. RFP-00826 between Miami-Dade County and Groupware Technologies, Inc., in substantially the form attached hereto as Exhibit A and incorporated herein by reference, for the purchase of the Ryan White Management Information System for the Office of Management and Budget in a total amount not to exceed \$4,546,200.00 for the initial five-year term and two, five-year options to renew term. This Board further authorizes the County Mayor or County Mayor's designee to execute the contract for and on behalf of Miami-Dade County and to exercise all provisions of the contract, including any termination, cancellation, renewal and extension provisions pursuant to 2-8.1 of the Code of Miami-Dade County and Implementing Order 3-38.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	
Rebeca Sosa, Vice Chairwoman	
Esteban L. Bovo, Jr.	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Eileen Higgins	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Dennis C. Moss	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared this resolution duly passed and adopted this 23rd day of July, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Terrence A. Smith

Ryan White Management Information System
Contract No. RFP-00826

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Groupware Technologies, Inc., a corporation organized and existing under the laws of the State of Wisconsin, having its principal office at 10437 Innovation DR Suite 306 Wauwatosa, WI 53226 (hereinafter referred to as the "Contractor"), and 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"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide access to its online Management Information System (MIS) services for use with the County's Ryan White Part A and Minority AIDS Initiative (MAI) Programs in Miami-Dade County, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 00826 and any associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated June 2018, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the COUNTY has received Federal funds from the Part A grant, including but not limited to Minority AIDS Initiative (MAI) funding, under the Ryan White HIV/AIDS Treatment Extension Act of 2009 for providing life-saving care for program-eligible persons living with HIV or AIDS, including services dedicated to minority persons as allowable under the MAI award; and,

WHEREAS, the COUNTY receives this funding under the Catalog of Federal Domestic Assistance (CFDA) #93.914, HIV Emergency Relief Project Grants; and,

WHEREAS, the COUNTY as Recipient for the United States Department of Health and Human Services (DHHS), Health Resources and Services Administration (HRSA), is authorized to purchase said services; and,

WHEREAS, the County desires to procure from the Contractor such Management Information System (MIS) hosted software, services, and support for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Agreement" to mean collectively, these terms and conditions, the Scope of Services (Appendix A), Payment Schedule (Appendix B), Milestone Acceptance Form (Appendix D), HIPAA Business Associate Addendum (Appendix C), Software Escrow (Appendix E), Project Charter Document (Appendix H), the Miami-Dade County's RFP No. 00826 and any associated addenda and attachments thereof, the Contractor's Proposal, Enterprise Hosting and Data Management Agreement (Appendix F) and Enterprise Software License and Support Agreement (Appendix G).
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The words "Contractor" or "Licensor" to mean the entity that receives a contract as defined above, and its permitted successors. In this case, the Contractor is the entity successful in receiving an awarded a contract under RFP No. 00826.
- e) The word "Days" to mean Calendar Days.
- f) The word "Defect(s)" shall mean incorrect implementation of the System or failure of the System to conform to the Documentation, as defined, or the Final Acceptance Criteria resulting in inadequacy, malfunction, or imperfection. In the event of a conflict between the Final Acceptance Criteria and the Documentation, the Final Acceptance Criteria shall prevail.
- g) The word "Deliverables" shall mean the access to the Software, Solution, and Documentation submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement. Note that the Contractor's Deliverables, including enhancements or modifications to the Solution made at the request of County or otherwise, will not be considered Developed Works as such term is defined in this Agreement.
- h) The word "Deposit Materials" shall consist of source code and "development environment" for the System. The "development environment" consists of the programming documentation, build instructions, configuration information, schematics, designs, and flow charts and any propriety software tools, libraries, linkers, utilities, compilers, and other programs used by the Contractor's programmers to develop, maintain or implement the Solution, including instructions for compiling and linking the source code into executable

forms or for building an executable version of the software. If any of the "Deposit Materials" are commercial products readily available to the County from third market sources, then such commercial products do not need to be included if a list identifying them is included by the Contractor in the "development environment". The "Deposit Materials" will include the name of the main programmers involved in the development and maintenance of the software along with their home addresses and telephone numbers. This list will not be made available to the County unless released as part of a release of "Deposit Materials" in accordance with the Escrow Agreement. "Deposit Materials" will not be encrypted or password protected.

- i) The word "Developed Works" shall mean inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County. Note that Developed Works shall not be created for or furnished to the County by Contractor under this Agreement.
- j) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the commercially reasonable opinion of the County's Project Manager, in conformance with industry standards, and which shall not be unreasonable.
- k) The word "Documentation" shall mean all manuals, user documentation, operating instructions, technical materials, and other related materials pertaining to the Solution which are furnished to the County by the Contractor in connection with the Solution.
- l) The words "Extra Work" or "Additional Work" shall mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County and set forth on an SOW executed by the parties.
- m) The words "Final Acceptance" shall mean the written acceptance of the Solution by the County.
- n) The word "Final Acceptance Criteria" shall mean the criteria described in "Acceptance Procedures", as later and further developed as part of the Implementation Plan (as described and set forth in the Appendix A Scope of Services or in a later executed "Statement of Work" for changes) by which the County will test the Solution and its functional components and measure its conformance to such criteria.
- o) The words "Maintenance and Support Services" shall mean any activity intended to eliminate faults, to improve or to keep the Solution in satisfactory working condition, including tests, measurements, adjustments, changes, modifications, enhancements or repairs, and updates.
- p) The word "Maintenance Fee", "Fees", "Charges", "User Fee", "Hosting Fee", and "Monthly Fee" shall mean the fees required to access and use the Solution, as further outlined in Appendix B "Payment Schedule".
- q) The words "Project Manager" shall mean the County Mayor or the duly authorized representative (e.g., the Assistant Director of the County's Office of Management and Budget-Grants Coordination) designated to manage the Project.

- r) The words "Scope of Services" shall mean the document appended hereto as Appendix A, which details the Work and Services to be furnished by the Contractor.
- s) The word "Software" shall mean the licensed computer programs in machine readable object code form that are combined into the browser-based software package listed in Appendix "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.
- t) The words "Solution" and "Services" and "MIS" shall mean Contractor's hosted, commercial software product provided and the maintenance and support furnished.
- u) The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- v) The words "Work", "Services", "Program", or "Project" shall mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

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) these terms and conditions, 2) the Scope of Services (Appendix A), 3) Payment Schedule (Appendix B), 4) Milestone Acceptance Form (Appendix D), 5) HIPAA Business Associate Addendum (Appendix C), 6) Software Escrow (Appendix E), 7) Project Charter Document (Appendix H), 8) the Miami-Dade County's RFP No. 00826 and any associated addenda and attachments thereof, 9) the Contractor's Proposal, 10) Enterprise Hosting and Data Management Agreement (Appendix F) and 11) Enterprise Software License and Support Agreement (Appendix G)

If there is a conflict between or among the hosting Service Level Agreement and the Software Support Services, Appendix F and Appendix G shall govern.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete provision of the Solution under this Contract, in accordance with the Documentation. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. GRANT OF RIGHTS

- a) License. Licensor agrees to provide the County with licenses to access and use the Solution and Documentation in accordance with the provisions contained within this Agreement.
- b) Additional Licenses. During the term of the Agreement, should the County wish to purchase additional user licenses from the Licensor, the fees shall be according to Appendix "B" "Payment Schedule".

ARTICLE 6. CONTRACT TERM

The Agreement shall become effective on the date that it is signed by the County or the Contractor, whichever is later and shall continue through February 28, 2025. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for two (2) additional five (5) year terms, for a maximum total of fifteen (15) years. The County reserves the

right to exercise its option to extend this Contract for up to one hundred-eighty (180) days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 7. NOTICE REQUIREMENTS

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 e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) Miami-Dade County
Office of Management and Budget-Grants Coordination
Ryan White Program
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Daniel T. Wall, Assistant Director
Phone: (305) 375-4742
Fax: (305) 375-4454
E-mail: dtw@miamidade.gov

and,

b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Procurement Management Division
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Namita Uppal
Phone: (305) 375-1574
E-mail: Namita.Uppal@miamidade.gov

(2) To the Contractor

Bret Forest Ballinger
10437 Innovation Drive, Suite 306
Wauwatosa, WI 53226

Attention: Bret Forest Ballinger
E-mail: bret.ballinger@grouptech.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.

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ARTICLE 8. DELIVERY

- a) Delivery of the Solution shall be according to Appendix A "Statement of Work" and contingent upon final acceptance by the County, which acceptance shall not be unreasonably withheld. .
- b) Documentation. The Contractor shall provide electronic copies of the associated Solution Documentation to the County upon final Solution acceptance.

ARTICLE 9. SUPPORT AND MAINTENANCE SERVICES

Contractor shall provide the County with technical support and maintenance services in the manner outlined in Appendix A, "Statement of Work" for the Solution throughout the term of this Agreement, including any options or extensions exercised by the County.

ARTICLE 10. SOFTWARE MODIFICATIONS

- a) Error Corrections and Updates. The Licensor will provide the County with error corrections, bug fixes, patches or other updates to the Software in object code form to the extent available in accordance with the Licensor's release schedule for the term of this Agreement.
- b) Software Enhancements or Modifications. The County may, from time to time, request that the Licensor incorporate certain features, enhancements or modifications into the Solution. When requested by the County, the Licensor shall 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.

ARTICLE 11. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in to Appendix B – Payment Schedule. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

Both parties agree that should funding to the County for health and support services for program-eligible persons living with HIV or AIDS be reduced or should the Contractor fail to maintain a documented expenditure pattern consistent with the attached Scope of Services (Appendix A), the amounts payable under this Contract Agreement may be proportionately reduced or eliminated at the sole discretion and option of the County. All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 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.

ARTICLE 12. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any renewal options or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 13. METHOD AND TIMES OF PAYMENT

After initial payment for Milestones 1 – 6 (payment shall adhere to Appendix B), the Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County on a monthly basis, upon invoices certified by the Contractor pursuant to Appendix B – Payment Schedule.

The Contractor agrees to invoice the County upon completion of deliverables for the services identified in the attached Scope of Services (Appendix A). The Contractor is required to use the County-approved "Payment Request Form" provided by the County and to submit such form to the County during the term of this Agreement and any renewal options. Failure to submit monthly reimbursement request(s) in a manner satisfactory to the County by the twentieth (20th) day of each month following the month in which services were delivered, shall render the Contractor in non-compliance with this Article, unless the County has granted the Contractor an extension in writing. Notwithstanding the foregoing, if the 20th day of the month falls on a weekend or County-observed holiday, the reimbursement requests shall be submitted by close of business on the next business day. The County may require the Contractor to forfeit its claim to any payments for that specific month's reimbursement request or the County may invoke the termination provision by giving seven (7) days written notice of such action to be taken. Failure to comply with these documentation and reimbursement requirements may result in rejection of invoices and non-payment of the amount(s) claimed.

All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of Payment Request Form, detailed breakdown of what's being billed, or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. 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 or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. Billings from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1 and 2-8.1.1.2 of the Miami-Dade County Code. All payments due from the County or the Public Health Trust, 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 Mayor, 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 or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by

County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

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

Miami-Dade County
Office of Management and Budget-Grants Coordination
Ryan White Program
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Daniel T. Wall, Assistant Director
Phone: (305) 375-4742
Fax: (305) 375-4454
E-mail: dtw@miamidade.gov

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

ARTICLE 14. INDEMNIFICATION AND INSURANCE

The Contractor 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 of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor 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.

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Proposer as required by Florida Statute 440.
- B. Commercial General 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.

- D. Professional Liability Insurance in an amount not less than \$1,000,000.
- E. Cyber Liability Insurance to include privacy, media Liability and coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expense in an amount not less than \$1,000,000 per occurrence.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Proposer.

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 "A-" as to management, and no less than "Class VII" as to financial strength, by 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 Financial Services.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

**Miami-Dade County
111 N.W. 1st Street
Suite 1300
Miami, Florida 33128-1974**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days,

the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 15. MANNER OF PERFORMANCE

- a) The Contractor 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 Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all third-party 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 Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor 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 Contractor 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 Contractor and the County shall at all times cooperate with the other party and coordinate its respective work efforts to most effectively and efficiently maintain the progress required by the County in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to its performance of this Agreement.

ARTICLE 16. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor 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, if applicable.

ARTICLE 17. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor 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 Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor'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 Contractor 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 18. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that as a matter of process the County's Project Manager will determine 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 Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) Except in the case of a good faith dispute, the Contractor shall be bound by all determinations or orders and shall promptly comply with every commercially reasonable, order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute by notifying the Project Manager that escalation is required and following the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to appoint the Chief Procurement Officer to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof). Any such dispute shall be brought, to the County Mayor within ten (10) days of the Contractor's request for escalation.
- e) The County Mayor's appointee may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any

negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing to the County Mayor or appointee, at such time and as directed by the County Mayor but no later than 30 days' from the Contractor's request for escalation, by each of the Contractor and Project Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor or appointee, as appropriate, shall render the decision in writing within 30 days of the evidence submission date and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue all remedies available under law after exhausting the provisions of this Article.

ARTICLE 19. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor, by and through its agents, assigned representatives and subcontractors agrees :

- a) To provide proposed services described in Scope of Services (Appendix A), and Contractor's Proposal, which are hereby incorporated as part of this Agreement. The County reserves the right to adjust the proposed Scope(s) of Service and budget(s) to conform with established Ryan White Part A Program requirements and limitations.
- b) To adhere to the work schedule listed in Scope of Services (Appendix A), and Contractor's Proposal, unless modified by written agreement with the County.
- c) To submit to the County, within thirty (30) days of contract execution, a Certificate of Status dated within the calendar year of the contract in the name of the Contractor which certifies the following: that the Contractor is organized under the laws of the State of Florida or authorized to conduct business in the State of Florida, the date of filing, that all fees and penalties have been paid, that the Contractor's most recent annual report has been filed, that the status of the Contractor is active, and that the Contractor has not filed Articles of Dissolution or a Certificate of Withdrawal.
- d) To require all licensed professionals, including those of any subcontractor, to have appropriate training and experience in the field in which he/she practices and to abide by all applicable local, State and Federal laws, regulations, service and ethical standards consistent with those established for his/her profession and to possess all the required State of Florida licenses, as well as a Miami-Dade County occupational license(s). Ignorance on the part of the Contractor shall in no way relieve it from any of its responsibilities in this regard. The Contractor shall submit to the County, within thirty (30) days of contract execution, copies of all required licenses and shall notify the County of any changes in licensure, including but not limited to the failure to maintain the required State of Florida licenses as a result of termination, suspension or revocation, within twenty (20) days from the date said incident occurs. The Contractor's failure to maintain said licenses or to notify the County shall be grounds for termination of this Agreement as set forth in Article XII.
- e) To make available the personnel identified by the Contractor in its Proposal and according to the Scope of Services (Appendix A) for these services, barring illness, accident, or other

unforeseeable events of a similar nature. In such instances, qualified replacement personnel will be provided and the County will be notified in writing within five (5) business days of such replacement. Copies of all required licenses and proof of qualifications must accompany the notification as necessary. All personnel shall be considered to be, at all times, the sole employees of the Contractor under its sole direction, and not employees or agents of the County.

- f) To provide continuity of services by assuring that services are provided by the same person whenever possible and, if not, by a qualified and, if applicable, licensed replacement when necessary.
- g) To immediately post notices provided by the County regarding the activities of the Miami-Dade HIV/AIDS Partnership and the County.
- h) To notify the County, in writing, within five (5) business days of any change in the Contractor's Ryan White Part A Program funded staff, including the Contract Coordinator, who shall monitor the contract provisions and be available to meet with the County's staff to review activities on an "as needed" basis as requested by the County.
- i) To keep records of services provided and staff time involved; and to prepare and provide, in a timely manner, any and all reports that may be requested by the County, on an "as needed" basis, for monitoring progress, performance, and compliance with this Agreement, compliance with applicable County, State of Florida, and Federal requirements and to verify billings to the County.
- j) To make available all books, records and electronic files, including but not limited to scanned documents, as they relate to this Agreement for inspection, review and audit by the County, the United States Department of Health and Human Services, the United States Comptroller General, the United States Office of the Inspector General or any of their duly authorized representatives, at their discretion with or without prior notice, during regular business hours. An electronic file must be a true and accurate copy of the original document. In addition, all records pertaining to the Agreement shall be retained in proper order by the Contractor for at least five (5) years following the expiration of the Agreement, unless State of Florida laws and/or the County's record retention schedule require a lengthier retention period.
- k) To maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County, and to provide all licensed and qualified personnel, equipment and supplies required for the provision of services.
- l) To assign any proceeds to the County from any contract, including this Agreement, between the County, its agencies or instrumentalities and the Contractor or any firm, corporation, partnership or joint venture in which the Contractor has a controlling financial interest in order to secure repayment of any loan made to the Contractor by the County or for any reimbursements for services provided under this or any other Agreement for which the County discovers through its inspection, review and/or audit that the item(s) in question was not reimbursable. "Controlling financial interest" shall mean ownership, directly or indirectly to ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership or other business entity.
- m) Not to discriminate on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or

veteran status, and on housing related contracts the source of income in regard to all obligations, work, and services performed under the terms of this Agreement, and to comply with all applicable State, Federal and Miami-Dade County laws, regulations, and orders relating to non-discrimination.

- n) To comply with all the requirements of the Americans with Disabilities Act (ADA), including but not limited to Title II and Title III of the ADA, the Rehabilitation Act of 1973, Section 504, Section 760.50 of the Florida Statutes, and all other applicable federal, state and local laws, regulations, and Executive Orders. In this regard, the Contractor shall not deny any individual the opportunity to participate in or benefit from federally funded programs, services, or other benefits associated with or funded by this Agreement; deny any individual access to programs, services, benefits or opportunities to participate as a result of physical barriers; and/or deny any individual employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified. The Contractor shall provide program accessibility and effective communication for service recipients and employees. The Contractor shall also post a notice informing service recipients and employees that they can file any complaints of ADA Title II or Title III violations directly with the Department of Justice, Civil Rights Division, 950 Pennsylvania Avenue, NW, Disability Rights Section - NYAV, Washington, D.C. 20530, within 180 days of the date of discrimination. A copy of such complaint must also be filed with Theresa Fiano, Program Director, Miami-Dade County Office of Strategic Business Management, Ryan White Unit, 111 N.W. 1st Street, 22nd Floor, Miami, Florida 33128. A Disability Non-Discrimination Affidavit must be completed and on file with the County within thirty (30) days of contract execution. The Contractor must be in full compliance with the laws referenced within the affidavit.
- o) To establish and implement policies and procedures that ensure compliance with the following security standards and any and all applicable State and Federal statutes and regulations for the protection of confidential client records and electronic exchange of confidential information as referenced in this Article. The policies and procedures must ensure that:
- (1) Records are stored securely per Contractor's Provide Enterprise Hosting and Data Management Agreement. There is a controlled and secure area for storing and maintaining confidential information and files, including but not limited to medical records;
 - (2) Access to confidential information is restricted to authorized personnel of the Contractor, the County, the County's authorized designee, the United States Department of Health and Human Services, the United States Comptroller General, the United States Office of the Inspector General, and/or authorized Florida Department of Health personnel, as allowable per a data sharing agreement;
 - (3) Access to electronic data is controlled;
 - (4) Written authorization, signed by the client, is obtained for release of client records and/or information (only if applicable);
 - (5) An orientation is provided to new staff persons, employees, and volunteers. All employees and volunteers must sign a confidentiality pledge, acknowledging their awareness and understanding of

- confidentiality laws, regulations, and policies;
- (6) Security policies and procedures limiting access to confidential modem numbers, passwords, and electronic files and medical records related to the Ryan White Part A Program are established; and;
 - (7) Procedures are developed and implemented that address confidential information, filing methods, storage, retrieval, organization and maintenance, access and security, retention, release of information, copying and faxing.
- p) To submit any written policies and procedures, reports and/or forms, to be used by Ryan White Part A Program funded providers, to the County for its written approval prior to the distribution of these documents.

ARTICLE 20. RESPONSIBILITIES OF THE COUNTY

The County agrees:

- a) To monitor the operations of the Contractor to determine compliance with the terms and conditions of this Agreement, and to report the findings to the Contractor and, if appropriate, to the Miami-Dade County Board of County Commissioners or Commission Auditor.

ARTICLE 21. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 22. REQUIREMENTS FOR USE OF RYAN WHITE PART A PROGRAM FUNDS

- a) The Contractor agrees to comply with applicable provisions of Federal, State and County laws, regulations, as may be amended.
- b) The Contractor agrees to abide by all of the requirements of the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act of 1990, as amended, including 42 USC § 300(ff)(15)(d)(1-4), as may be amended.

- c) The Contractor agrees that funds received under this Agreement shall be utilized to supplement, not supplant, State and local HIV related funding or in-kind resources made available in the grant period for which this Agreement is awarded to provide Ryan White Management Information System services to the County and the Miami-Dade HIV/AIDS Partnership.
- d) Funds shall not be used to:
- i) Purchase or improve land, or to purchase, construct or make permanent improvement to any building.
 - ii) Make direct cash payments to recipients of Ryan White Part A Program clients, except in the form of vouchers that may be exchanged for a specific service or commodity.
 - iii) International travel
 - iv) Broad scope HIV awareness activities
 - v) Outreach programs which have HIV prevention education as their exclusive purpose
- e) The Contractor shall:
- i) Provide data in continuous quality improvement activities, in the coordination of service delivery and case management efforts among Ryan White Part A Program care providers, including service provider forums, workshops, and other related activities;
 - ii) Provide data related to the development of a community-based continuum of care encompassing the comprehensive range of services required by individuals or families with HIV infection in order to meet their health care and social service needs throughout the course of their illness;
 - iii) Provide data to support a Ryan White Part A Program coordinated case management system that promotes staff training and the development of service standards, and service linkages and referral mechanisms among participating care providers, and to provide the necessary services to coordinate case management efforts among Ryan White Part A Program care providers; and
 - iv) Establish internal grievance procedures and cooperate with the County in addressing all complaints and/or problems identified by clients or other care providers. The Contractor's internal grievance procedures must include, at a minimum, the following: a description of the types of grievances and individuals covered; a non-binding procedure for resolving conflicts; a written response by the Contractor to the client or care provider; a meeting between the grievant and the Executive Director, a member of the Board of Directors, or a designee of the Contractor; and, a timeline for addressing grievances. Grievance procedures must be conspicuously posted at the Contractor site.

ARTICLE 23. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of five (5) years from the expiration date of this Agreement and any extension thereof.

- a) The Contractor shall ensure availability of data for timely completion of annual CARE Act Data Report. Data shall be provided to the County on a form to be provided by the County and as defined herewith in Appendix A, Reporting Requirements. The CARE Act Data Report is a comprehensive report that pertains to all Ryan White CARE Act funding.

- b) The County and the Contractor mutually agree that the confidentiality of the clients served by the Contractor, or for whom the Contractor maintains client-level data through a local area network shall be strictly observed, as required by State and Federal laws, including but not limited to HIPAA, in any reporting, auditing, invoicing, program monitoring and evaluation, provided, however, that this provision shall be construed as a standard of conduct and not as a limitation upon the right to conduct the foregoing activities.

The Contractor understands that changes in data reporting, frequency of required submissions, and data management requirements, including a standard data set, needs assessment and format, may be necessary and agrees to comply with such modifications.

The Contractor shall:

- i) Allow access by authorized representatives of the County, the United States Department of Health and Human Services, the United States Comptroller General, and/or the United States Office of Inspector General during regular business hours, to all financial and program records, and agree to provide such assistance as may be necessary to facilitate financial and programmatic audits by any of these representatives when deemed necessary to insure compliance with applicable accounting, financial, and service standards. These audits may either be announced or unannounced, as deemed necessary.

ARTICLE 24. REPORTING, RECORD-KEEPING AND EVALUATION STUDIES

The Contractor shall keep adequate records of services provided as required by the County and by the U.S. Department of Health and Human Services. Furthermore, the Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth herewith in Appendix A, Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the services furnished under this Agreement for a period of five (5) years from the expiration date of this Agreement and any extension thereof, unless State of Florida laws and/or County's record retention schedule require a lengthier retention period.

ARTICLE 25. AUDITS

The County, or its duly authorized representatives or governmental agencies, shall until the expiration of five (5) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply, directly or indirectly, to the services furnished to the County under this Agreement. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

As applicable to this agreement, pursuant to Section 2-481 of the Miami-Dade County Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

Furthermore, as applicable to this agreement, pursuant to the Uniform Guidance, 2 CFR 200.501, and in 45 CFR 75, an audit is "required of a non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR 200 Subpart F. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330, Subrecipient and contractor determinations, sets forth the consideration in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor." For all intents and purposes under this Agreement, Contractor under this agreement is not subject to the Federal Single Audit requirement.

In the event an annual audit is conducted for another funder, the Contractor will provide a copy of the results to the County.

ARTICLE 26. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 27. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor 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.

ARTICLE 28. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.
- f) If this Agreement involves the expenditure of \$100,000 or more by the Contractor and the Contractor intends to use Subcontractor(s) to provide the service(s) listed in the Scope of Work (Appendix A) or suppliers to supply the materials, the Contractor shall provide the name(s) of the Subcontractor(s) and supplier(s). Contractor agrees that it will not change or substitute Subcontractors or Suppliers from those listed without prior written approval of the Contractor. If this Agreement is for \$100,000 or more and the Contractor will not utilize Subcontractors, then the Contractor must also submit and state where appropriate that "no Subcontractors will be used." Additionally, the County reserves the right to request from the Contractor a line item budget and narrative budget justification for each Subcontractor under this Agreement in the same format as Appendix B attached herewith.

Furthermore, in accordance with Section 2-8.1 (f) of the Miami-Dade County Code, ISD Form 7 – Subcontractor/Supplier Listing, , must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services, which involve expenditures of \$100,000 or more. The Contractor who is awarded this contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed

or materials to be supplied from those identified, except upon written approval of the County. The Contractor should enter the word "NONE" under the appropriate heading of ISD Form 7 – Subcontractor/Supplier Listing if no subcontractors or suppliers will be used on the contract and sign the form where indicated.

In accordance with Ordinance No. 11-90, if Contractors contract involves the expenditure of \$100,000 or more, then Contractor shall also report the race, gender, and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the Contractor demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the Contractor shall be obligated to exercise diligent efforts to obtain that information and provide the same to the COUNTY not later than ten (10) calendar days after it becomes available and, in any event, prior to final payment under the contract.

The final ISD Form 7 and the final Subcontractors Payment Report (Miami-Dade County Sub 200 Form), if applicable, must be submitted with the final request for reimbursement no later than close of business on March 30th of each year. **No extensions will be granted. No exceptions.** Final payment will not be issued if these reports are incomplete or outstanding.

ARTICLE 29. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 30. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 31. TERMINATION AND SUSPENSION OF WORK

- a) 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, misrepresentation or material misstatement; or breach of confidentiality, Individually Identifiable Health Information (IIHI), and/or Protected Health Information (PHI).
- b) 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.
- c) 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 Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

- d) 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 this Agreement by written notice to the Contractor.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor 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. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit by the County or its authorized designee.

ARTICLE 32. TERMINATION BECAUSE OF LACK OF FUNDS

In the event funds to finance this Agreement becomes unavailable, the County may terminate this Agreement upon no less than thirty (30) business days' notice in writing to the Contractor. The County shall be the final authority to determine whether or not funds are available.

ARTICLE 33. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:

- i. the Contractor has not delivered Deliverables on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b) below;
 - vii. the Contractor has failed in the representation of any warranties stated herein;
 - viii. the Contractor fails to comply with Article 53 of this Agreement.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable Developed Work and equipment.

ARTICLE 34. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date

the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 35. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 36. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants the Solution does not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability, provided that the County's use of the Solution is in accordance with the Documentation and the claim does not arise from the County's use of Deliverables in combination with any other software, technology, services, or products.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the Contractor's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable

hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 37. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute confidential information and may not, without the prior written consent of the County, be used by the County or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. 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 Contractor 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 Contractor 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.
- b) The Contractor 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 subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the confidential information.
- c) 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 shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County as to its confidential information, upon the completion of the Services performed hereunder, each party shall immediately turn over to the disclosing party all of its confidential information existing in tangible form, and no copies thereof shall be retained by the disclosing party or its employees, agents, subcontractors or suppliers without the prior written consent of the disclosing party. A certificate evidencing compliance with this provision and signed by an officer shall accompany such materials.

ARTICLE 38. 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.

The Contractor 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.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the Contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 39. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to confidential information furnished by the County to the Contractor hereunder in Article 37. The County hereby acknowledges and agrees that the Contractor retains all rights, title and interest in the Solution, Software and other products/Deliverables furnished by the Contractor to the County hereunder and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the County as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use any Developed Works on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to Developed Works shall become the property of the County. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, and the Contractor, or any employee, agent, subcontractor or supplier thereof, shall not utilize, reproduce or distribute same without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- c) Except as otherwise provided in subsections a and b above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software, Software, Services, Documentation, Deliverables, and Solutions provided hereunder. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a non-exclusive, revocable and unrestricted right and license to use, duplicate,

disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County during the term of the Agreement, provided that the appropriate user and other fees are paid. Such license specifically excludes the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County.

ARTICLE 40. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8.1(d)(2) of the Code of Miami-Dade County)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the Code of Miami-Dade County)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Sections 2-8.1(f), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County E-Verify Affidavit**
(Executive Order 11-116)
12. **Miami-Dade County Pay Parity Affidavit**
(Resolution R-1072-17)
13. **Subcontracting Practices**
(Section 2-8.8 of the Code of Miami-Dade County)
14. **Subcontractor/Supplier Listing**
(Section 2-8.1 of the Code of Miami-Dade County)
15. **Form W-9 and 147c Letter**
(as required by the Internal Revenue Service)
16. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
17. **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)
18. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
19. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest and Code of Ethics

Section 2-11.1(d) of the Code of Miami-Dade County requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code of Miami-Dade County relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1 (y), the Miami-Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 41. WARRANTIES

a) Ownership. The Licensor represents that it is the owner of the entire right, title, and interest in and to 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.

b) 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.

c) Limitations. Notwithstanding the warranty provisions set forth in Section 41 (a) above, all of Licensor's obligations with respect to such warranties shall be contingent on County's use of the Software 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 which are the result of accident, abuse, misapplication, or extreme power surge or any other causes, including Acts of God, not controlled by Contractor.

ARTICLE 42. SOFTWARE ESCROW

The County requires that the Contractor maintain a software escrow account throughout the life of the Agreement to protect against failure of the Contractor to provide the agreed upon services. A copy of the Contractor's licensed software source code, and Contractor enhancements or modifications or customization or Developed Works of source code is to be kept by a trusted third party to ensure that the County will have access to the source code in the event that the Contractor breach of agreement, bankruptcy, discontinues the software, or is no longer operating as a commercial business. The Contractor is required to maintain the most current version of the application with the escrow agent including, but not limited to all incremental releases and upgrades as well as any software customization or Developed Works.

Solely in the event of a release event as defined under the Escrow Agreement, the Contractor grants to County, a non-exclusive, paid in full license, to install, use, copy, publicly perform and digitally perform, modify and create derivative works, for the sole purpose of continuing the benefits afforded to the County under this Agreement for the period of the then current initial or renewal term, including the development of patches and upgrades solely for County's internal use. County shall have a right to modify and customize the Software, or to have the Software modified and customized by third-parties.

In the event of conflict, Appendix E shall take precedence over Article 42. All payments for software escrow services shall be made in Accordance to Appendix B.

ARTICLE 43. INSPECTOR GENERAL REVIEWS

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 Contractor 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 Contractor'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 apply to the Contractor, 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 Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, 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. 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 Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

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 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements.

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 shall have the power 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 Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor 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 Contractor'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 44. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement. :

- a) Executive Order (E.O.) 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60-1, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- e) Miami-Dade County Code Section 10-38 "Debarment".
- f) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- g) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- h) All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- i) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- j) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), which requires that each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- k) Federal laws particularly applicable to language access or Limited English Proficiency (LEP) access, including but not limited to Title VI of the Civil Rights Act of 1964, (42 USC § 2000d, et seq.) and the Title VI regulations (45 CFR part 80), prohibiting discrimination based on national origin, and Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency", signed on August 11, 2000. Executive Order 13166 requires the Contractor receiving Federal financial assistance to take steps to ensure that clients with limited English proficiency can meaningfully access health and social services. The provision of language assistance should provide for effective communication between the Contractor and the person with limited English proficiency to facilitate participation in, and meaningful access to, core medical and support services. The Contractor should also become familiar with DHHS' revised "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons."
- l) Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC § 6201, et seq.).
- m) Awards under this Agreement are subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC § 7104), and its implementing regulations codified in 2 CFR part 175; which includes provisions applicable to a recipient that is a private entity, provisions applicable to a recipient other than a private entity, and provisions applicable to any recipient.
- n) Disaster Plan/Continuity of Operations Plan (COOP) describing how the Contractor establishes and maintains an effective response to emergencies and disasters, and must comply with any Emergency Management related Florida Statutes or County requirement applicable to the Contractor. Any revisions or updates to the previously submitted Disaster Plan/COOP must be submitted to the County within sixty (60) days of contract execution and is also subject to review and approval of the County in its sole discretion. The Contractor will review the COOP annually, revise it as needed, submit revised copies to the County, and maintain a written copy on file at the Contractor's main site. If there are

no changes to the COOP after the annual review, Contractor will notify the County of such in writing.

- o) Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information, effective April 11, 2017, as codified in 41 USC § 4712, as amended (the Act), which applies to all employees working for contractors, subcontractors, grantees, recipient, sub recipient, or subgrantees or personal services contractors on federal grants and contracts. The Contractor and its subcontractors, unless otherwise directed by the DHHS Health Resources and Services Administration (HRSA), shall comply with all applicable provisions of the Act, including but not limited to the following, if applicable:

1. Informing their employees in writing of their rights and remedies under the Act in the predominant native language of the workforce; and
2. Requiring contractors, recipients, and grantees to include such requirements in any agreement made with a subcontractor.

Furthermore, awards issued under HRSA Funding Opportunity Announcements are subject to the requirements of 48 CFR § 3.908 et seq, as may be amended.

- p) Smoke-Free Workplace. To understand that Public Health Service strongly encourages all award recipients and subrecipients to provide a smoke-free workplace and to promote the non-use of all tobacco products. Further, Public Law (P.L.) 103-227, the Pro-Children Act of 1994 (20 USC § 6081 et seq.) and its implementing regulations (48 CFR § 352.237-70), prohibits smoking in certain facilities (or in some cases, any portion of a facility) in which regular or routine education, library, day care, health care or early childhood development services are provided to children.
- q) Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as required by 45 CFR § 75.335, Appendix II, 45 CFR § 75.331, and 40 CFR part 247. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247. These guidelines apply to the Contractor and to all its procurement actions involving covered items under the regulations, where the Contractor purchases \$10,000 or more worth of one of the covered items during the course of a fiscal year, or where the cost of such items or of functionally equivalent items purchased during the preceding fiscal year was \$10,000 or more.

This guideline applies to Federal, State, and local agencies using appropriated Federal funds to procure designated items, and to persons contracting with any such agencies with respect to work performed under such contracts.

- r) Uniform Guidance 45 CFR 75, as applicable to Contractor: and 45 CFR § 75.213, as may be amended, which includes regulations that restrict awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. Compliance includes that lower-tier participants (i.e., subcontractors) of covered transactions are not debarred, suspended or otherwise excluded from or ineligible for participations in Federal assistance programs or activities. In order to check if a person or entity is excluded under these regulations, the County will check the U.S. Government's System for Award Management Exclusions (SAM Exclusions) at <https://www.sam.gov>.

- s) The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)).
- t) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited."
- u) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) "Discrimination."
- v) Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft."
- w) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations."
- x) Any other laws prohibiting wage rate discrimination based on sex.

Pursuant to Resolution R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the applicable provisions of items "h" through "m" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 45. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants 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.

By entering into this Contract, the Contractor 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 Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor 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 Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

Furthermore, pursuant to Department of Health and Human Services' (DHHS) directives, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite-sex spouses, marriages, and households, respectively. For purposes of this Agreement, "same-sex spouses," means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. The term "same-sex marriages" means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. The term "marriage" excludes registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.

ARTICLE 46. CONFLICT OF INTEREST

The Contractor 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 award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor 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 Contractor 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 Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor'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 Contractor 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 duplicative of other provisions in this Agreement and are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a conflict among the other provisions of this Agreement, the standards applicable under this Article and those provided by statute, the stricter standard shall apply.

- e) In the event Contractor 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, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 47. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor 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 Contractor 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 Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

Furthermore, when issuing statements, press releases, request for proposals, bid solicitations and other HRSA-supported publications and forums describing projects or programs funded in whole or in part with HRSA funding, the following acknowledgement and disclaimer must be included on all products produced by HRSA grant funds:

"This project is/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (DHHS) under grant number and title for grant amount (specify grant number [H89HA00005], title [CFDA #93.914 - HIV Emergency Relief Project Grants], total award amount, as may be amended], and percentage [calculate and insert %] financed with nongovernmental sources). This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government."

Examples of HRSA-supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies, needs assessment reports, research studies, and issues briefs.

ARTICLE 48. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor 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 Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 49. 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. Venue shall be Miami-Dade County.

ARTICLE 50. FIRST SOURCE HIRING REFERRAL PROGRAM

If applicable to Contractor, pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three (3) to five (5) days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://apps.careersourcesfl.com/firstsource/>.

ARTICLE 51. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

Pursuant to Section 119.0701, Florida Statutes, the Contractor shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
- b). Upon request from the County's custodian of public records identified herein, provide the County with a copy of the requested records or allow the public with access to the public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of the services under this Agreement if the Contractor does not transfer the records to the County; and
- d) Meet all requirements for retaining public records and transfer to the County, at no County cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Contractor upon termination of this Agreement. Upon termination of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided

to the County in a format that is compatible with the information technology systems of the County.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

In addition to penalties set forth in Section 119.10, Florida Statutes, for the failure of the Contractor to comply with Section 119.0701, Florida Statutes, and this Article 51, of this Agreement, the County shall avail itself of the remedies set forth in Articles 31, 32, 33 and 35 of this Agreement. The obligations set forth in this Article 51 shall survive the termination of this Agreement.

The County's Ryan White Program, a grant funded program, follows the State of Florida General Records Schedule GS1-SL. Records identified above have a retention period of five (5) fiscal years after completion of the project.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128

ARTICLE 52. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 53. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the County;

6. Making PHI available to the County for review and amendment; and incorporating any amendments requested by the County;
7. Making PHI available to Miami-Dade County, its designee or agent, the United States Department of Health and Human Services, the United States Comptroller General, or the United States Office of the Inspector General for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County, its designee or agent, the United States Department of Health and Human Services, the United States Comptroller General, or the United States Office of the Inspector General for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: [Signature]

By: _____

Name: Bret Ballinger

Name: Carlos A. Gimenez

Title: President

Title: Mayor

Date: 6/11/2019

Date: _____

Attest: [Signature]
Corporate Secretary/Notary Public

Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

Appendix A

PROJECT CHARTER PURPOSE

The purpose of this project is to complete the setup, configuration and deployment of a Provide Enterprise database to meet the specific needs of the Miami-Dade County Part A and MAI programs as outlined in the RFP.

PROJECT OVERVIEW

Groupware Technologies, Inc. (Contractor) will implement Provide Enterprise® (PE) software system for Miami-Dade County. GTI will provide consulting services to meet the County's expressed needs and implement a custom configured PE database that will be hosted in a GTI contracted FedRAMP and SOC 2 Type 2 Certified data center.

The initial implementation of the PE system for the County will be configured to support the vast majority of functional requirements. The remaining deliverables (PeopleSoft Interface, Eligibility Verifications with Medicare and Private Insurance, Data Sharing with authorized external parties, and Import of Lab and EHR data extracts) will be addressed with a series of small update projects that start no sooner than one year after the initial deployment. This will enable the Contractor to respond quickly to any change/fix/update requests made within the first year and to limit the requirements for retraining of users during the first year while staff are still getting acclimated to the new system.

Outlined below are the core Milestones within the project of the initial deployment of the PE system for Miami-Dade. All documentation and meeting notes and training materials developed throughout this project will be warehoused within the County's Provide Enterprise database. This will ensure that all project team members will have access to the information and documentation in a central location.

MIS Solution

PE and the associated services and support (hereinafter, MIS Solution) will support data entry (manual and automated) and maintenance of client information and services from initial intake and eligibility assessment throughout the HIV Care Continuum for the duration of the client's participation in the Ryan White Part A and MAI Programs. The client will access services from one or multiple contracted Ryan White Part A service providers (Subrecipients). The MIS Solution will also support provider billing of approved services rendered on a unit cost, fee-for-service schedule (currently based on Florida Medicare and Medicaid fee schedules), or cost reimbursement basis per the most current Miami-Dade County Ryan White Part A Program Service Delivery Guidelines, as may be amended. The operational solution, including as many Phase 1 components as possible, within approximately six (6) months from the execution of the contract; and the MIS Solution will have passed initial testing and debugging within this same six (6) month period. All performance testing tools will be provided by the Contractor.

The MIS Solution will be designed, enhanced, customized, and available to authorized users in four (4) phases as described below:

Phase #	Priority	Description
1	Immediate/Critical	In this phase, the MIS Solution will be minimally operational to meet federal reporting requirements (i.e., RSR, WICY, etc.) as well as support client eligibility data entry, service utilization tracking, contract set-up, and billing functions. All items in this phase (as indicated in section 2.4, including, but not limited to, the security features, requires a full, turn-key functioning system within the specified timeframe for this phase.
2	Important/High	This phase is will facilitate the functions of the Medical Case Management staff.
3	Normal/Medium	This phase will bring the functions of the MIS Solution to the level of program's existing data management system.
4	Low	This phase will facilitate all aspects of the program's data management wants, but are not critical to the day-to-day management of the program.

The Vendor will be responsible for the day-to-day operations, as well as all programming and quality control of the fully customizable MIS Solution. The MIS Solution will be user friendly, visually appealing (e.g., Windows-based or other useful alternative), secure, and easily accessible by authorized users (e.g., easy to log in, query, generate reports, etc.).

PROJECT MILESTONES

Milestone One: Project Initiation

This Milestone of the project will outline how the project will be managed and staffed. Key steps are outlined below.

- Develop and execute HIPAA Business Associate Agreements between the County and GTI and between the Ryan White provider agencies and GTI for our hosting of the PE database. This is important to obtain early on so that the County and provider agencies and their staff can freely communicate with us and share protected health information of their Clients.
- Work with County to define a "Consent" agreement for providers to use with Clients when they are being registered in the system and/or recertified. The Consent will ensure that the provider agencies have the authorization from the Client to store their PHI data within the system and that they understand that GTI and the County will have access to this data and that other agencies they refer the Client to will also have access to their information. The County and Providers may already have a consent document that you believe meets these requirements and if so we will just need a copy of it to be loaded into the system. We will also want to define the "term" of the Consent (lifetime, annual, ex months, etc.).
- Work with County to establish a PE User Agreement that all individuals granted access to the system must sign that states they are aware of and commit to following data security protocols and system usage expectations.

- Obtain required authorization to transfer data from the existing database to the PE data system hosted at GTI's contracted data center.
- Define the project team. We recommend that the team include representatives from the County, the contracted Quality Assurance provider and a variety of Subrecipient administrative and line staff from a variety of roles. The project team members must be actively involved throughout the project from helping to define requirements thru unit and system testing of the system. This teams input and active participation will be critical to the success of the project. It will also be critical that they immediately have the Provide Enterprise software installed on their PC's and have access to the Provide Enterprise database in our contracted data center.
- Define and document PE database connectivity standards for Miami-Dade County.
- Establish plan for regular weekly calls with the County, QA and GTI project team members. We also recommend that at least monthly the Subrecipient project team members be included in the call. The frequency of their participation will grow as the database configuration work progresses.

Note: GTI does not enter into BAAs with the provider agencies (sub recipients) under this sort of arrangement. GTI's services are being furnished only to the County because it is executing the agreements with GTI. The County must make the appropriate arrangements with the agencies for the GTI's services to be provided (including under HIPAA).

Milestone Two: Requirements Definition

This Milestone of the project will be focused on working with the County to define how the PE system will be configured, deployed, and tested. This also includes preparing the community providers for the migration from their existing data system to PE. Key steps within this Milestone are outlined below.

- Onsite visit – Project Kickoff. This will include meeting with project team and determining team roles and responsibilities. The Communications Plan (meetings, email lists, acceptable communication formats) will also be established. GTI staff will demonstrate the PE system to the project team to help them better understand the capabilities of the system in order to help them think creatively about how they want us to configure it for the specific needs of Miami-Dade County.
- Document the data collection and reporting requirements of the County. This will include detailing what types of records are collected (Action Plans, Diagnosis, Treatments, Care Actions, Progress Notes, Procedures, Need and/or Level of Care Assessments, etc.) for each Service Category, the code sets to be used (ICD-9 vs ICD-10 Diagnosis for Ambulatory Care Services or DSM-IV vs DSM-V Mental Health Diagnosis), as well as the specific data elements to be captured. Rules for which data elements must be entered prior to a record being saved will also be defined. Additional requirements as to which records must be entered prior to the completion of other records will also be defined. For example, the County may want to require that a Medical Case Management Action Plan must be entered with defined Goals prior to Progress Logs being completed to document Medical Case Management services. Rules requiring key data elements to be entered before other records are saved into the database can significantly reduce problems later with insufficient data collected for required reporting like the RSR. For example, you may want to require that all RSR required data

elements in the Client Profile (Face Sheet) are completed before most services can be documented.

- Interview County staff to determine what data will be required to be directly entered into the PE system and what data the County will allow providers to collect in other systems and upload to PE. For example, if the County wants to have Eligibility data collected in PE along with proof documents (scanned proof of residency, identification, health benefits, income, etc.), they may want to require that changes to this data be manually entered directly into PE with the proof documentation attached. However, for labs, diagnosis, OI/STI screenings, and clinical and oral health services, the County may want to allow these records to be directly imported. It is critical that this decision is made prior to meeting with the provider agencies as these policy decisions will impact what we will build in terms of data extracted from provider agency data systems for import into PE. (Note, we do not anticipate implementing provider data uploads as part of the initial deployment but it is good to establish the rules and expectations early on.)
- Design and document the data sharing protocols that will be implemented for the Miami-Dade County Ryan White Part A network. This will address issues such as how new clients get registered into the database, how to limit duplication of client charts, who will be responsible for client mergers, how client records will be released between provider agencies and what data can be shared between providers within the shared client chart. For example, you may want to limit access to mental health diagnosis and chart notes to just the counselors within the agency providing the service while lab results might be shared across all providers serving a Client. It is critical that the client registration and data sharing protocols are defined and documented as this will impact how the system is used and how data interfaces will work.
- Design and documentation of any business rules and service entry controls that the County wishes to implement within the PE system. For example, if County limits insurance premium, co-pay and deductible payments on behalf of a client to some monthly or annual cap, those rules will need to be defined for implementation and alerts enabled to warn the provider when they enter a service that would exceed the cap.
- Document the Part A service category eligibility rules and the data collection requirements for documenting it and how six month or on-change recertification processing will be driven.
- Define all County and Provider agency reporting requirements.
- Document PE system test cases – Broad scenarios i.e. Register Client, Client Eligibility Assessment, Billing, etc.
- Define all distinct security roles that must be established within the system to control data access and functionality.
- Work with County and Subrecipient information technology staff to get the Provide Enterprise client installed and connectivity to our contracted data center for all project team members.
- Finalize the formal list of deliverables for the project and the project schedule.
- Establish System Acceptance Criteria.
- Obtain formal signoff on all deliverables completed in this Milestone from the County.

Note: After Milestone Two, any changes to the project scope or deliverables will require a formal Change Order to be defined and approved by the County. A Change Order can impact the project schedule or project cost and these impacts must be fully defined and approved as part of the Change Order.

Milestone Three: PE Configuration

This Milestone of the project will be focused on configuring the PE database to meet the specific requirements defined in Milestone Two.

- Assist County in the collection and documentation of information required to complete the setup and security rights assignments to all projected Provide Enterprise users. The County staff will be able to complete the setup of all user accounts well in advance of the deployment. User accounts will be defined to the test and production environments.
- Work with County and Provider Agency IT staff to assist them with getting the PE software installed on user PC's and to verify connectivity to our contracted data center server from all locations where staff will need access to the PE system from.
- Implement required customization to the PE database to meet the unique requirements of Miami-Dade County and build all of the required reports.
- Create and document PE unit and system test cases with Signoff from the County required.
- Unit testing of all points of manual data entry into the new PE database will be conducted to ensure that all screens are functioning as desired. System testing of all business rules will be conducted during this step as well.
- Creation of customized user manuals. These manuals will form the basis of the training provided to PE end users. County policies and how the system supports them will be integrated into the User Manuals as much as possible.
- Creation of Training Web-Ex sessions. These sessions will mirror the customized user manuals and form the basis of post implementation monthly user training.
- Prepare the pre-implementation training environment used in onsite training.
- Prepare the post-implementation training environment including a website to host the Web-ex sessions, the physical Provide Enterprise database and creation of various exercises to be completed as part of the training.
- Obtain formal County signoff on all deliverables completed in this Milestone including system acceptance based on the results of Unit and System Testing.

Milestone Four: Data Migration

This Milestone will focus on the tasks to complete the migration of the existing Part A database data into the PE database.

- Creation and testing of the existing Part A database data migration routines. It is assumed that the files will be provided in the standard Provide Enterprise import formats (ascii tab delimited text files) with all code/value translations already completed by County Staff. A full test migration will be done during this phase so that any issues can be identified and worked thru prior to the go live and so that the County and Subrecipient project team members can assist with the review of the migration results to ensure that all critical data will be properly extracted and migrated.
- Obtain formal signoff on all deliverables completed in this Milestone from the County.

Milestone Five: User Training

Conduct End User training in Miami-Dade County for all County and Subrecipient staff that will be given access to use the PE system.

Milestone Six: Implementation

- Run final data extract from existing Part A database and import data into PE production database.
- Allow User accounts to access Production database.
- For 90 days after going live, GTI will actively monitor the system for overall performance and to ensure that all users are properly entering data.
- Generate reports for County that summarizes the system access and data entry by providers.

Post Implementation

After the "Go-Live" date the Contractor can be engaged by the County to make changes, implement automated data feeds from EMR systems, create reports, or conduct supplemental training as requested. The Contractor's standard practice is to create a Project Charter that outlines the business requirements and/or functional needs and defines the services and/or changes to be completed and how they will be delivered and/or implemented. A "not-to-exceed" fix cost estimate will be included in each Project Charter along with a projected implementation date. Once approved by the County we will complete the work as outlined in the Charter. For changes to the Provide Enterprise system, they will be implemented into a Test database for review and approval by County representatives. Once approved, a date for implementation of the changes into the production database will be scheduled and then completed. After production implementation and final approval by the County, we will bill the County for the work completed in the Project Charter.

SOLUTION FUNCTIONALITIES

The MIS Solution will have the following overarching solutions and/or capabilities as well as specific functionalities, for each service as described below, including the ability to easily make modifications should program guidelines be modified:

Overarching:

- a) Data security and backup (*Phase 1*)
 - i. Data security measures must comply with the Health Insurance Portability and Accountability Act (HIPAA) and provide protections for preserving the confidentiality of Individually Identifiable Health Information (IIHI) and Protected Health Information (PHI) (*Phase 1*)
 - A security audit log must be maintained to keep a historical tracking of who accessed the system, as well as what changes were made and by whom. (*Phase 1*)
 - ii. Pop-up warnings for sending data within and outside of Ryan White Program Provider/Subrecipient Network (*Phase 1*)
 - Caution users from sending protected information -- "Are you sure?" messages

The Provide Enterprise system complies with HIPAA. An audit log captures all log in attempts and if they were successful. In addition, Provide Enterprise does not allow any data table records to be "edited". Instead, every logical create or update to a record is captured within the database as a separate version of the record with the name of the user and date and time that the version of the record was created. The entire change history for every record is maintained in the database and end users can "navigate" thru the User Interface to view all

prior versions of any record and the changes are highlighted.

When an end user creates a "Referral" record that would cause client level data to be released to another agency within the network, a pop-up warning is presented asking the user to confirm that they do wish to proceed with the release.

In addition, Provide Enterprise has the ability to send "event driven" email or text messages to Clients or Providers. The events and their associated messages and recipients are all pre-defined within the system by or for the County. For example, the following types of messages can be sent:

- 1) Send message to Client alerting them that their eligibility will expire in x days
- 2) Send message to Client reminding them of a scheduled clinic appointment in x days
- 3) Send message to Provider agency that their monthly invoice is overdue

All messages sent by and through the system are standardized messages that must be approved by the County and are structured to not contain any PHI data.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Client Record of Eligibility and Service Utilization:

- a) Complete client record of eligibility and service utilization irrespective of where services are rendered in network, using a unique identifier for each client (**Phase 1**)
 - i. Services to be tracked within a network of contracted Subrecipients and their authorized subcontractors. MIS Solution shall track the service utilization and billing of that service to the County that is rendered by the Subrecipient and the subcontractor. (**Phase 1**)
 - ii. Note: Contracted Subrecipients are subject to change in grant Fiscal Year, based on results of a Request for Proposals process for direct client services

Every Client is assigned a unique system assigned Client ID when registered (or imported) into the system. All Clients must have an Eligibility Assessment completed to determine eligibility for services and a subsequent reassessment is required every six months to maintain eligibility. Changes to Income, Health Benefits or Address will also auto re-compute eligibility settings for the Client. All providers/users that have access to a Client chart have access to the Eligibility Assessments and Eligibility Settings and History for that Client.

Services can be captured in a number of ways.

- 1) Progress Log – Record types used to capture notes of client or collateral encounter that includes the date and time of encounter, minutes (or units) of service and the Service Category and contact type specifics.
- 2) Service Provided – Record used to capture service provision that includes service category, service name, and units of service and where

- appropriate the dollars of service (e.g. when the dollar amount is variable like a Rent Assistance check).
- 3) Procedure – Record used to capture Ambulatory Outpatient Health Services and Oral Care services that includes the CPT-4, HCPCS, Local, or D-Code of the service provided and the units of the service.

All service records include details on who provided the service (Agency and Provider Name), who documented the service (Agency and Provider Name), Date of Service, Date Service was documented in the system, and all other data points required for reporting and billing.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Work Queue Management:

a) Work queue management (*various phases see below*)

- i. Automated process specifically in the MIS Solution (not in the County workflow management system) for authorizing new MIS users or providers and setting permissions by user or provider classifications (*Phase 4*)
- ii. Automated process in the MIS Solution to remove users or providers from the system at the direction of the County (*Phase 4*)
- iii. Real-time access to active user and provider lists (*Phase 3*)
- iv. Customizable and limitable access by user classification (i.e., viewing access of certain screens, updating access to certain screens, limited functions such as administrative and billing access, etc.) (*Phase 1*)
 - Register existing users and providers by appropriate classifications (*Phase 1*)

The Provide Enterprise system allows authorized users to add user accounts, delete user accounts, disable user accounts, re-enable user accounts, and/or change security rights of existing users accounts. Once any of the above is "approved" by County staff, the system will auto process the change within 15 minutes. When a new user is set up, the system automatically emails them their initial one-time use password to gain access to the system.

The user setup process will be configured to support the selection of a "User Type" when registering a user that will default the user's system rights, based on that Use Type, to make new user setups easier. When used, the system shows the defined user roles for the selected user type and allows the list of roles to be customized for the specific user.

The system also supports a "Copy User" function to set up a new user copying the security rights of an existing user into the new user account being added.

If desired, the system can also be configured to automatically disable any user account that has not been used within a given period of time.

Views exist within the system to allow authorized users to see the currently

defined system user list and to show for each user account their date of last login to the system and the status of their user account.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

In-House Program Management:

- a) Ability for Subrecipients to track or query client information, including:
- i. services rendered by service category, registration, demographics, service utilization, **(Phase 1)**
 - ii. client health outcomes, HIV Care Continuum stages (i.e., diagnosed with HIV, linked to care, retained in care, prescribed antiretroviral therapy, and achieved viral suppression), etc. **(Phase 4)**

The Provide Enterprise system allows users to query the database in a number of ways.

First, a series of "Find" screens will be provided and can be reconfigured and others can be added that allows end users to quickly and easily query the database when looking for specific information. These Finds are typically set up for function like:

- 1) Find Client – Allows users to find and then open a Client chart using any combination of data points like Name, Date of Birth, Gender, and Social Security Number.
- 2) Find Premium Payment – Allows user to search for a specific premium payment using data points like Client Name, Carrier Name, Date of Payment, and Payment Voucher ID.

Second, "Views" within Provide Enterprise present "lists" of records. These views can be sorted and filtered on the fly and exported to Excel as desired by end users. A few examples of Views are outlined below.

- 1) All Client By Last Name – A list of clients that have or had a relationship with the agency the user opening the view is associated with.
- 2) My Client By Last Name – A list of clients that have a defined relationship with the user that opens the view.
- 3) Progress Logs In Progress – A list of Progress Log records that were created by staff within the user's agency but that have not yet been flagged as Completed (locked down and able to be reported for billing purposes)
- 4) Referrals to My Agency – A list of Referrals submitted by other agencies in the network to the agency that the user opening the view is associated with.

Third, Crystal Report objects can be created and uploaded into the database and then specific users can be granted access to run these reports. Every Provide Enterprise user will have the Crystal Reports runtime engine installed on their PC as part of the Provide Enterprise Client software installation and this

allows them to run any Crystal Reports object that is built and uploaded into the database that they are granted access to. Provide Enterprise can leverage these Crystal Reports objects in a number of ways:

- 1) Print specific forms. Letters, Progress Logs, Consents, and Referrals so that you can incorporate logos, standard language and data points from within record or Client chart associated with the record being printed.
- 2) Report on selected records. For example, you could have service summary report that you could run from a view of Clients that incorporates only data on the clients within the view that were selected.
- 3) Report against database. For example, you could have a service summary report that when invoked prompts the user select a date range and the service category(s) that they wish to report on. Other examples of reports that will be included are Service Summary and Detail (By Agency and Service Category), Served Client Demographic Summary and Detail, and Service Utilization. We have versions of these reports that are used by the Subrecipients and others that are used by the County (the County can report on one or a group of subrecipients while the subrecipient can only report on their clients and services).

Finally, the Provide Enterprise system has a number of standardized reports that are built in. This includes but is not limited to:

- 1) HAB HIV Performance Measures
- 2) HIV Care Continuum (We will build in the Miami-Dade variation of this report)
- 3) InCare Campaign
- 4) RSR Data Verification and Completion

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Grant Management:

- a) Enter contract information, including financial information, running balance of amount available and amount spent, etc. **(Phase 1)**
- b) Track funds by federal legislative earmarks (e.g., 75/25 split for core versus supportive services; 95% expenditure on formula funding; etc.) **(Phase 4)**

The Provide Enterprise system supports tracking of grant dollars received, how they are allocated across service categories, and the contracts awarded to Subrecipients by service category. All changes to grant award dollars and their allocation across service categories is tracked in the system. All Subrecipient contract changes are tracked in the system. All grant and Subrecipient contract documentation (including contract amendments) can be captured within the system.

The County will be able to report on their grant dollars, how they are allocated, how they are contracted out, and what each Subrecipient has billed in that fiscal year to date against each Contract and Service Category. This can significantly help with fiscal oversight of the Subrecipients, reporting to the Planning Council

and managing sweeps (the movement of dollars within and across agencies and service categories) based on need and usage of funds.

The tracking of 75/25 split for core versus supportive services and the 95% expenditure on formula funding can be done with reports and may be able to be built into the rules within the Contract Management functionality within Provide Enterprise.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Contract Management:

- a) Enter Subrecipients' information, including financial information, contract award amount and reallocations (amendments and reductions), as well as running balance of amount available and amount spent **(Phase 1)**
 - i. Account for multiple Subrecipient sites/locations. Contract management is not required to specify a dollar amount to be expended at a site/location level (i.e., services can be provided at a single site or at multiple sites); however, services (including service utilization and billing) will need to be tracked by location. **(Phase 1)**
- b) Set up contracts by Ryan White Program funding source (Part A or MAI) **(Phase 1)**
- c) Limit billable amounts as needed [i.e., turning on/off access to contract funds for compliance issue, making a certain percentage available (e.g., 1/12th, 8.33%, 50%, etc.) per County directive for a specific time period, or system control blocking billing when a contract is out of money (by service category). An example, when HRSA only gives us a partial award, the County may need to limit a Subrecipient's ability to bill us to a few months (i.e., translated into a percentage of the total award: 50%, 75%, etc.) until the County receives the entire award. Also, having the ability to adjust billable amounts between the two funding sources – Part A and Minority AIDS Initiative (MAI) funding based on the client demographics as qualifier and other billing parameter, as determined by our office (e.g., only allow eligible MAI demographic services and using 1/12 of the available contract or only allow billing from a specific MAI-funded user).] **(Phase 3)**

The Provide system supports Subrecipient contract management. We support Fee-For-Service contracts, Cost Based contracts and contracts that are a combination of the two. Our contract management functionality requires a line item budget to be defined by the Subrecipient based on the "awarded" dollars by service category. The system enforces the line item caps within the budgets when subrecipients generate their reimbursement requests within the system. Changes to Subrecipient contracts are completed within the system and require modifications to the line item budgets. These amendments are submitted by the Subrecipient to the County who must approve the amendments before they become effective. We assume that for MAI funding, the County has separate Subrecipient contracts and therefore the contract dollar amounts to a given agency can only be modified within the confines of the MAI award dollars. Subrecipient Contracts can be defined as having specialized eligibility criteria for what clients can have their services billed to the contract. This can be true for MAI and WICY and any other unique funding stream that has specific client level eligibility criteria. In the past, we have implemented rules on Subrecipient billing to cap them at a 1/12 rule or to ensure that no reimbursement has administrative charges that exceed the grant administrative contract cap. This can be done for

Miami-Dade as well but turning these rules on and off during a contract period can get tricky. For handling cases of the initial partial award, we would recommend setting up the Subrecipient contracts initial limited to the dollars available and received by the County. Then when additional dollars are received, the county could use the Amendment process to increase the Subrecipient funding and have them adjust their line item budgets.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Billing and Accounts Payable:

a) Billing and accounts payable (*Phase 1*)

Subrecipient Contract billing will be managed within the Provide Enterprise system. The generation of a reimbursement requires a "reconcile" process that is initiated by the Subrecipient. This process creates a ledger table of charges and reversals based on documented services and defined billing rates and rules for all fee-for-service reimbursed services. For cost-basis reimbursements, the Subrecipient must enter their detailed line item charges for each Reimbursement. If desired, the County can also require the provider to scan in and attach relevant "proof" documentation for each cost-based line item. For example, copies of Subrecipient invoices and/or ledger printouts of payment history.

Once the reimbursement is generated in the system, the subrecipient can print a Reimbursement Request (Invoice) that summarizes the amount requested by the Subrecipient and lists the details of cost-based line items documented and details of all services documented within the system breaking them into two groups – those services that were provided to eligible clients and were within any client, service or contract caps and those that were provided to ineligible clients or were in excess of a client, service or contract cap.

The Reimbursement Request can then be printed for signature and then scanned and upload into the database linked to the electronic Reimbursement Request. It can then be Submitted to the County for review. The County can approve or reject the entire reimbursement as submitted or can reject specific line items and then approve the modified Reimbursement Request for payment. When the Payment is made this can be captured in Provide Enterprise as well so the provider knows when the payment was made.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Note: We anticipate that eventually some type of automated interface will be built between Provide Enterprise and the County's fiscal system (FAMIS or PeopleSoft). This would include data exchanges like submitting the data required to fiscal once a Reimbursement Request has been approved to be paid and Provide Enterprise receiving back from the fiscal system the details of the payment once it has been made. This functionality will not be part of the initial deployment of Provide Enterprise for Miami-Dade.

Invoice processing and claims adjudications:**a) Invoice processing and claims adjudication (Phase 1)**

Subrecipient Contract billing (reimbursement requests) will be generated within the Provide Enterprise system as outlined above.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

System Controls to limit client services in accordance with program guidelines:**a) System controls to limit client services in accordance with program guidelines (Phase 1)**

The Provide Enterprise system enforces line item billing based on the Subrecipient defined budget. In addition, services can be defined to have specific caps. For example, you could define that a client is limited to two Mental Health Counseling Sessions per fiscal year from a given provider or you could cap a client to \$50 per month in food bank assistance.

County will provide detailed documentation of the eligibility criteria including but not limited to FPL for each service category. County will also provide detailed documentation for any service specific capping rules. Note, when changes to service category eligibility are made, they only apply to the subsequent enrollments or recertifications. Billable consulting services would be required to make the service category eligibility criteria to be applied in mass to all eligible clients.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Timely technical support and technical assistance to County and Subrecipients that are contracted with the County for Ryan White Program Services:**a) Timely technical support and technical assistance to County and Subrecipients that are contracted with the County for Ryan White Program services (Phase 1)**

All users can contact the help desk directly via email (preferred) or by phone for assistance. Our front-end help desk staff have social service experience, either via direct practice or by training. We are confident that you will hear good things about our support team from our existing customers.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Scheduled maintenance and system upgrades to maintain optimal operation of the system:**a) Scheduled maintenance and system upgrades to maintain optimal operation of the system (Phase 2)**

GTI routinely monitors the system for performance issues and works to improve system performance as needed. Updates will be scheduled in advance with the County and if there are functional changes the County and Providers will have had access to (within a test database) and training on the changes prior to their implementation.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Training:

- a) Training for all program users and newly approved users within ten (10) business days of the users' access approval. The County will need approximately 200 program users trained and anticipates having an estimated 10 new user per month. **(Phase 3)**

We propose that prior to implementation all 200 end users receive a full day of on-site instructor lead training on how to use the software. Classes will be scheduled and grouped by functional role. The classes will be for up to 15 students and either the County will provide a training room with PC's for students that has the Provide Enterprise Client software installed on them and connectivity to the Provide Enterprise test database in our contracted data center (Contigex) or GTI will provide laptops and a training room in a local hotel conference room for the sessions.

As part of the system deployment, a series of User Guides will be created, by function, within the system. An online tutorial session will be recorded (captured using WebEx) that will be linked to each User Guide that presents the material covered in the associated User Guide. The User Guides will be stored in the Provide Enterprise database Documentation Library and links will exist from each User Guide to the associated online tutorial that will be stored on the Internet and accessible via a standard web browser. A training exercise document will also be created with each User Guide.

Post implementation- as County or Subrecipient staff are added to the system, we are proposing that User Accounts for the new users be initially set up by the County in a Training Provide database that mirrors the look and feel and functionality of the production environment, except it will not contain any actual client PHI data. The new users would be instructed to complete a set of the online tutorials (variable depending, on their job function) and complete some exercises in the Training database (Register a Client, Complete an Eligibility Assessment, Document Services, Run a Report, Submit a Reimbursement Request, etc.) and complete the associated training exercise document. When the user has completed these sessions, they will notify the County who will be able to review the training exercises completed by the user and, if approved, can then be made an active user account in Production.

In addition, we are proposing to offer monthly WebEx Question and Answer sessions that any and all users can participate in. Each session will start with a presentation of some feature or function within the system and then will be open for questions from all participants. These sessions will be up to four hours in length depending on the length of the opening presentation and the number of

questions asked.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Quality control:

- a) Quality control of all modules to ensure functionality of all features and seamlessly implement annual update changes passed down from the County and/or its federal funding source (HRSA) **(Phase 2)**

We have a long history of demonstrated quality control of our application and of ensuring that updates for federally required reporting changes (e.g. RSR) are implemented well in advance of when they are required.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Data repository:

- a) Data repository for all program-related documentation, including method for storing/scanning signed documents to include, but not limited to: **(Phase 4)**
- i. Client Consents
 - ii. Client eligibility documentation (e.g., proof of HIV, physically residing in Miami-Dade County, and gross household income below 400% of the Federal Poverty Level)
 - iii. Client eligibility recertification documentation
 - iv. Letters of Medical Necessity. <http://www.miamidade.gov/grants/ryan-white-program.asp#Delivery>
 - v. Certified Referrals (i.e., where the referring party maintains all documentation to support program eligibility at their respective agency, thereby eliminating the need for each client to provide same documents to multiple providers to prove same eligibility) The "Certified Referral" process is a way for the client's case manager of record to manage the client's needs, maintain client eligibility documentation on-site, and refer the client to other Part A/MAI Subrecipients for additional services the client needs that are documented in the plan of care. In this process, the case manager issuing the referral "certifies" that they have the proper documentation on file to support the client's eligibility. This relieves the client from having to take documentation to each Subrecipient to prove eligibility before accessing services. The referring agency is monitored and held responsible for repaying to the County the cost of the services if the documentation is missing or insufficient to prove program eligibility.
 - vi. Client Comprehensive Health and Financial Assessments. Client comprehensive health assessments, financial assessments, and progress notes are electronic data currently housed in the system. Applicants should provide a cost based on size, which is to be determined (based on whether we move/transfer all 27+ years or a fraction of that, based on cost). Going forward, as Phase 4, the County will require the system to be able to store scanned client eligibility documentation, client consent forms that are signed, letters of medical necessity, etc.
 - vii. Other required documents as may be identified by the County or its funding source

Provide Enterprise supports the storage of images, PDF's and any other data file type. In addition, the system supports direct communication with scanners that have a TWAIN driver. This allows documents to be directly scanned into the Provide Enterprise database instead of having to be scanned to a drive and then uploaded to the database. This makes the process of uploading documents faster, easier and more secure (scanned copied of documents do not have to be initially saved to a local or network drive where they may be left in error). Each user can configure their scanner settings within the Provide Enterprise client software and then scan documents directly into the Provide Enterprise database in tiff or jpeg formats. The Provide Enterprise client software also has an image viewer to allow zooming in and out on scanned images and rotation of the images.

Support for transfer to and warehousing of all data in the existing data system will be provided. This will include things like the Client Comprehensive Health and Financial Assessments in such a way that the records can all be viewed, reported on, or printed off from within Provide Enterprise.

If a Subrecipient has been granted access to a Client record in Provide Enterprise, the client's Eligibility Assessment and Eligibility Settings History, all consents and scanned in or uploaded eligibility documentation is available. Every provider can always see the eligibility status of the clients they are serving. Therefore, the need for and use of "Certified Referrals" may be altered a bit within Provide Enterprise. We will work with the County to fully explore options and define how the County wishes Provide Enterprise to be configured to support the current Certified Referral processes and forms.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Important updates/information:

- a) Ability to prompt users of important updates/information upon sign on (e.g., programmatic and service delivery announcements) **(Phase 3)**

Provide Enterprise has an "Alert" functionality built in that authorized users can post alerts to the database and select the users that should be alerted. Once posted, a small button will flash red at the bottom of the screen for all alerted users that are logged on. By clicking the button, the alert message will appear and the system tracks which users read the alert. In addition, once the Alert is posted to the database, when users log on, the Alert will automatically pop-up on screen.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Notations on Individual client record:

- a) Ability to add special or general notations on an individual client record **(Phase 3)**

Provide Enterprise supports a number of ways to add notes or comments into a Client chart. You can enter text into a number of shared "Comment" data fields

in the Client Profile. You can create "Common Note" records that are shared. You can document detailed records of your client services in Progress Logs. County staff can create "Administrative Notes" that only the County staff can see.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

MIS Solution's user manual:

- a) Online access to MIS Solution's user manual (**Phase 1**)

Provide Enterprise comes with a Documentation Library as part of the database. All User Guides are stored as PDF's within this part of the database and can be accessed by any Provide Enterprise user.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Troubleshoot:

- a) Ability to troubleshoot end user issues via an on-line platform that can be tracked and monitored (e.g., error-ticket remedy process, etc.) by the Selected Proposer and the County's Ryan White Program (**Phase 4**)

Groupware has a problem tracking system for all support calls/emails received from the County staff or any of the Subrecipients. All users of the software are authorized to contact the Help Desk at Groupware for unlimited technical support on the system. Selected staff of the County can be copied on all help request and response/interactions between the GTI Help Desk staff and the individual that submitted the support request.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Standard program forms:

- a) Ability to incorporate standard program forms (**Phase 3**)

Provide Enterprise is a meta driven data management system and as such can be configured to support almost any type of custom data collection form. Fields can be defined as optional, required or conditionally required. Fields can appear or disappear in the user interface based on answers to other questions or other data points anywhere within the associated Client chart. For example, questions about pregnancy could be made to only appear if the client is female. New forms and changes to existing forms can be made thru updates to the systems Data Dictionary by Systems Administrators and the system automatically updates the underlying database to reflect the changes. If the forms are used to "compute" values (risk level, acuity level, etc.) this logic can also be configured in the Data Dictionary to be done automatically. Workflow processing can be added to any form in the system as well.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Import:

- a) Ability to import individual client record data from previous MIS systems, as appropriate (i.e., data migration) **(Phase 1)**

Provide Enterprise has a data import engine that can be used to import data from third party data systems. For the Miami-Dade migration from their existing Ryan White data system we anticipate that the existing data will have to be "manipulated" before it can be imported. That process will be done outside of Provide so that the data tables imported will have the data in standard Provide Enterprise table structures.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Historical record:

- a) Ability to maintain a historical record of previous entries (i.e., new transactions are appended to the client record, not simply over-written, based on County specifications) **(Phase 1)**

Provide Enterprise is built so that every record in every table, once saved in the database, is never modified. Changes to a record are actually stored in the database as a new "version" of the record. In this way every record ever written is permanently warehoused for audit purposes. Users can "navigate" through the history of prior versions of every record from within the user interface. An example of this type of history tracking would be a Progress Log that a staff member starts entering and saves and closes the record and then comes back later and completes the record. The user interface will open and report on the final version of the Progress Log but the database will maintain both versions of the Progress Log.

Provide Enterprise also supports multiple records of a given type being stored within a Client chart. For example, if a Financial Assessment is completed in January for a Client and a second Financial Assessment for the same Client is completed in June, both records are retained as distinct records each with their own "version history".

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Restrict services:

- a) Ability to restrict services (especially, but not limited to, outpatient/ambulatory health services, local pharmaceutical assistance program, oral health care) if client has other payer sources (e.g., Medicaid, Medicare, private insurance, etc.) for the same service, ensuring the Ryan White Program's payer of last resort legislative requirements **(Phase 1)**

The Provide Enterprise system has an Eligibility Assessment function that collects all data points necessary to determine a Client's eligibility for every service category based on the specific rules of eligibility of each category. Part of our initial configuration work for Miami-Dade will be to review your rules and ensure that all data points necessary for reporting and eligibility are part of your Eligibility Assessment and to implement your rules for service category level eligibility. Most Part A EMA's have their eligibility rules for Outpatient/Ambulatory Health Services, Local Pharmaceutical Assistance, Oral Health Care, Mental Health and Substance Abuse Counseling Services based on Private Insurance, Medicare, and Medicaid Benefit levels along with the standard criteria of Household FPL, County of Residence, and HIV Status.

Changes to Address, Income or Health Benefits information made to a Client chart between six-month recertifications also automatically recompute and reset the Clients eligibility settings. Until Eligibility has been established, by default, a client is not eligible for any services (although many communities and States have us configure the system to grant limited eligibility for a short period so the clients can receive some services while they go thru the Eligibility Assessment process).

Once eligibility is established for a Client, the system automatically flags every service record entered for a Client as being Eligible or Not Eligible. If the service is being entered manually thru the system, a pop-up warning is given to the user telling them that the service will be flagged as not eligible and therefore would not be billable to Ryan White.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Override restrictions:

- a) Allow County the ability to override restrictions or limits as needed, or develop an automated process for such approved overrides (*Phase 3*)

The Provide Enterprise system supports two ways of overriding eligibility. First, the County can specifically override the eligibility of a given Service record. Second, a Subrecipient can submit in Provide an "Eligibility Override Request" that the County can approve or deny that can grant or rescind a client's eligibility for a selected service category for a given period of time.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Data query at individual user levels:

- a) Data query at individual user levels (subject to user classification authorization) to track client health outcomes along the HIV Care Continuum and over time (*Phase 4*)
- i. Export/import reports and system information to Microsoft Office products of multiple versions
 - ii. Creation of a "dashboard" (i.e., important client, user specific, and/or service utilization information, patterns, and/or trends grouped on one computer screen to be viewed at a glance for review and planning purposes)

This type of request can be addressed a number of different ways by Provide. Your locally defined HIV Care Continuum of Care (typically a variation on a subset of the HAB HIV Performance Measures Report) will be defined and available for authorized users to run. The report will be able to be run by individuals within Subrecipients that reports on just their served Clients while the County will be able to run the report on any one or more selected Subrecipients. This report generates both a traditional report summarizing the data and will allow the person running the report to also extract a client level data file containing one row per Client with key demographic data and all of the "outcome" Numerator and Denominator flags.

The "dashboard" requirement noted above is fairly vague and general so it is hard to know if we can fully support what you want. That said, Provide Enterprise can have stored procedures created to populate key data points in every Client chart each evening (like date and result of most recent CD4 and Viral Load, date of most recent kept Medical Visit, etc.) and a series of Required Action Triggers can be created and run each evening to alert staff when standard care triggers (Case Management Client Contact required, Action Plan Update required, Action Plan Goal past target resolution date, STI Screening Due, PAP Smear due, etc.). "Views" can be defined in Provide to highlight the Required Actions that are due for staff that are assigned to the provider opening the view.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Record and track Program Income:

- a) Ability to record and track Program Income at service utilization level, by client and service provider, in order to comply with Ryan White Program legislative requirements and HRSA policy, as stated in HRSA Policy Clarification Notice #15-03, as may be amended (**Phase 4**)

Provide Enterprise supports the collection and tracking of Program Income and Client charges to manage a sliding fee scale.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Note, we anticipate that there will be more work required of the County and Subrecipients to reach consensus on what defines income, what income is collected, and how Program Income might impact Subrecipient reimbursement requests (e.g. having Program Income reduce the amount of the Subrecipients reimbursement request submitted to the County). These issues will not be addressed as part of the initial implementation of Provide Enterprise for Miami-Dade.

Signed documents:

- a) Ability to accept electronic signatures or a repository for scanned documents that are signed (**Phase 4**)

The Provide Enterprise system supports the capturing of scanned documents.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

File:

- a) Ability to accept and electronically file multi-page scanned documents (**Phase 4**)

The Provide Enterprise system supports the capturing of scanned documents. We recommend that users that will be uploading documents have a scanner with a TWAIN driver attached to their PC. This will allow them to place the document(s) on the scanner and click a button within a Provide Enterprise form and have the document(s) directly scanned into the Provide Enterprise form (record). Alternatively, users can have documents scanned to image (tiff or jpeg) or PDF format and then have those attached to a form in Provide Enterprise.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Client eligibility verification:

- a) Ability to communicate with other systems (e.g., Medicaid, private insurance, etc.) to assist with client eligibility verification (**Phase 4**)

Provide Enterprise has a partnership with TransUnion that allows us to offer Miami-Dade the ability of Subrecipients to click a button on the Eligibility Assessment form (and the Health Benefits Update form) that places a real-time call to be made through TransUnion to Florida Medicaid and within seconds and get a response back that automatically populates the Client's Medicaid enrollment and benefit status information into the Eligibility Assessment (and Health Benefits Update form). This functionality is used by Florida ADAP and the Broward County, Orange County and Palm Beach County Part A EMA's. There is a per transaction fee for this service and it will be configured and be available. Per County requirements, the system will prevent the Medicaid check from being done except during the initial eligibility assessment and the twice annual re-assessment process for each Client (e.g. limit the transactions to two per client per year).

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade. However, the functionality will initially be disabled per the request of the County.

Note: While the above TransUnion linkage can be used to check enrollment status of a Client in almost any Private Insurance policy, you cannot use this facility to "fish" or "hunt" for private insurance coverage with carriers for a given Client. To look up a Client with a Private Carrier they require you to supply the

client's policy number and member ID. If you have that information already there is not much point in calling the Carrier through TransUnion.

There is one option that Miami-Dade may want to investigate for obtaining Private or Medicare C or D Coverage information on their clients. There is a company called HMS that is contracted by Florida to maintain a database of all Private, Medicare C and D coverages of people residing in Florida for policies issued in Florida. All carriers that issue these policies are required to periodically give HMS a data file of their entire enrollee list. The reason the State does this is so that they can then access this database to verify that their Medicaid enrollees do not have other coverage. The way this works is the State sends HMS a file each month with all of their Medicaid patients and HMS searches their database for other coverages for those Clients and a few days later returns a file with these found coverages. We implemented an interface with HMS in Washington State for their ADAP program so we could potentially do it for Miami-Dade as well. However, Miami-Dade would first have to determine if HMS would be able to share their information with you and what the charges are from HMS (they are pretty significant). Any linkage with HMS will not be addressed and will not be delivered as part of the initial implementation of Provide Enterprise for Miami-Dade.

Appointment Scheduling Module:

- a) Ability to provide an 'Appointment Scheduling Module' to one or more service categories, including but not limited to Medical Case Management and Outreach Services (Phase 4)

Provide Enterprise is not a replacement for an appointment management or calendaring system. You can track Appointments (Schedule, Kept, Missed, Rescheduled) for any service category for any client with any Provider and can do things like send email or text message reminders to clients the day before the appointment and can present a list of Scheduled Appointments for a given provider that is using Provide Enterprise. We also have built for other customers, a function where a specific group of people set up and manage a list of "available" appointment slots and then they allow other providers to "schedule" a Client into one of the available time slots. This is used in Broward County for scheduling their Centralized Intake and Eligibility Determination staff appointments. It makes it easy for a Case Manager or Clinician to help a Client schedule a CIED appointment without having to call the CIED office to find an available date and time.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Billing/Financial:

- 1) The solution must enable **four** activities:
 - i. Support Subrecipient billing to the County based on allowable services provided to program clients; **(Phase 1)**
 - ii. Track contracted services for clients as billed to the County by unique client identifier, date of service, type of service, amount, and units of service

- (e.g., fee for service, per minute/hour, cost based, etc.); **(Phase 1)**
- iii. Compile and print detailed invoices by service category and service component or level, as appropriate:
 - Invoices (bills) should include summaries of services billed at different metrics (e.g., averages, contract balances, etc. The summary would include the number of units and dollar amounts reported per user, a running total of the service contract the bill is being deducted from (e.g., \$100,000 contract less billed, including this invoice -\$20,000 = contract balance of \$80,000) or the average number of units reported by service date per user (e.g., user 48 reported 2,000 units for 10 calendar days = 200 units per day), etc.; **(Phase 1)** and
 - iv. Facilitate claims adjudication for reimbursement of health insurance premiums, co-payments/co-insurance, and deductibles. **(Phase 1)**

Provide Enterprise supports Subrecipient billing at the Funding Source and Service Category level on a fee-for-service or cost basis or combination of fee-for-service and cost basis level. For Fee-for-Service contracts, the billing system ensures that only "eligible" services are billed (ineligible services are reported on the reimbursement). Fee for Service billing can be done on an actual cost basis (e.g. amount of actual rent assistance or insurance copayment) or on a defined billing rate basis (Case Management billed at \$1.50/minutes).

The reimbursement Request printout will be customized to meet the specific layout requirements of Miami-Dade County. By default, the Reimbursement Request report has a cover page with a summary of the charges being billed and can include the fiscal year to date charges and remaining balance of contract (on a line item basis and/or in aggregate). The report will also list out all cost basis charges and for fee-for-service charges will list out each service with at least the following data points for each line item billed:

- 1) Client Unique Identifier (random system assigned ID)
- 2) Date of Service
- 3) Provider of Service
- 4) Name Service
- 5) Units of Service
- 6) Unit Rate of Reimbursement
- 7) Total Amount of Reimbursement

The Provide Enterprise system has the ability to help streamline the processing of health insurance premiums, co-payments/co-insurance and deductibles. We anticipate we can work with Miami-Dade County to more fully define what specific functionality is desired here and deliver it.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

The solution will have the ability to:

- 1) Tie program metrics/units of services provided to billing solution in accordance with the payment structure approved for each funded service category, including

- caps and other requirements. **(Phase 1)**
- i. Reimbursement guidelines and restrictions for each service category are provided in Attachment A, the Miami-Dade County FY 2017 Ryan White Program Cost and Eligibility Summary **(Phase 1)**
 - ii. The MIS Solution must provide controls to prevent billing in excess of established program limits and/or service category allocations made to each Subrecipient **(Phase 1)**
 - iii. In addition, the solution should provide controls that prevent Subrecipients from billing ineligible/unallowable services **(Phase 1)**
- 2) Reject billing for clients that have not been properly screened for program eligibility, who do not meet eligibility requirements, or who have not been recertified within specified timelines **(Phase 1)**
 - 3) Reject duplicate billing of services **(Phase 1)**
 - 4) Use standard coding (entered manually and/or electronically uploaded) and reimbursement structure for services, updated annually or more often as needed **(Phase 1)**
 - i. Ability to secure the necessary permission to use standard medical and dental billing codes as part of the billing structure if needed and/or required by copyright protections **(Phase 1)**
 - 5) Disallow individual services from invoices (bills) **(Phase 1)**
 - 6) Create reports from billed services at all levels (i.e., contract level to client level for a single contract or all contracts) **(Phase 1)**
 - 7) Create credits from previously billed items **(Phase 1)**
 - 8) Create exception files for services rejected by the system **(Phase 1)**
 - 9) Receive and adjudicate billing electronically. The County desires the billing process to be managed electronically. County staff shall be able to provide feedback on individual services billed to the service providers (i.e., communicate if the item was disallowed for payment and why or request scanning of a medical note to support a specific service reported/billed to the program) without the need to review a hard copy of the billing. **(Phase 4)**
 - 10) Show status of bills (e.g., received, locked from changes, in process, paid) **(Phase 1)**
 - 11) Implement internal system controls that do not allow modifications to bills already in paid status, modifications to a closed contract, or payments above the established contract amount **(Phase 1)**
 - 12) Interface with County financial systems (e.g., PeopleSoft, etc.) for Subrecipient payment tracking purposes to populate fields exported from PeopleSoft and imported into the MIS Solution, such as payment issue date, payment posted date, amount, payee, etc.) **(Phase 4)**
 - 13) Track services by multiple locales (provider sites) within a single contract **(Phase 1)**

The Provide Enterprise system supports all of the functionality outlined above.

The Subrecipients and/or County can define Contract Goals (number of clients to be served and or units of service to be provided) and on Reimbursement Request can show percentages of goals met vs percentage of contract billed fiscal year-to-date.

Service billing rates and caps can be defined and enforced within the system. Caps can be on units and/or dollars of a given service a Client can receive within

a given time frame and are on the overall billing against a line item in a contract and/or the contract total amount. Rejecting of duplicate services can also be enforced.

Service billing ensures that only eligible services can be reported/billed against a contract.

Billing rate tables can be based on community defined billing services/codes or can be based on standardized code sets like AMA CPT-4 or ADA D-Codes.

Line item reject capabilities exist for the County.

Workflow processing Reimbursement Requests tracking from submission by the Subrecipient to Full or Partial Approval or Rejection by the County to flagging as Paid when the County issues payment.

When subrecipients have subcontracted providers that deliver services, the Subrecipients will be able to track which services were delivered by what respective sub contracted Provider and the service records will capture this data and it can be included on the Reimbursement Request.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Note, the interface with PeopleSoft will not be delivered with the initial deployment of Provide Enterprise for Miami-Dade.

Medical Case Management, including Treatment Adherence Services

- i. Provide registration, including the ability to create unique client identifier numbers upon entry into the program and a feature to reject duplicate entry of clients (Phase 1)

The Provide Enterprise system automatically assigns a unique Client ID to each Client registered or imported into the database. This is a sequential number. During Registration, the system first checks for, and presents, a list of any potential duplicate charts already in the system that the user has access to. This uses a variety of search criteria to help ensure that the client is not already registered. If no possible duplicates are found, then the system does a secondary search for a match on any clients within the database including those that the user does not currently have access to. If a possible duplicate is found, the user is alerted to this and must click a button to issue an "Open Client Request" that is submitted through Provide Enterprise to the County. County staff then "works" the Open Client Request by checking to see if the Client is already registered and if so, releases the existing Client to the agency that submitted the Open Client Request. If the Client does not already exist, then a new Client is Registered and released to the agency. This helps to significantly reduce the chances of Client duplication. With that said, duplicates do still get created. When they do, Provide Enterprise has a "Client Merge" function that the County can use to merge duplicates into a single chart.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

- a) Facilitate the data entry and maintenance of the variables listed in the RFP for client demographics, financial information and health status. These are required for reporting purposes, including but not limited to the Ryan White Client-level Services Data Report (RSR), the local Needs Assessment data analysis process, and monitoring the HIV Care Continuum. Menu for client demographic, financial information, and health status including: **(Phase 1)**
- a. Gender (birth and current)
 - b. Age
 - c. Race
 - d. Ethnicity
 - e. Primary Language
 - f. Income Level (gross household income)
 - i. Income eligibility restricted based on Federal Poverty Level Guidelines, updated annually
 - g. Household size
 - h. Proof of HIV+ status
 - i. Current HIV Level (HIV or AIDS)
 - j. CD4 Counts
 - k. Viral Load
 - l. Housing status
 - i. type of housing
 - ii. physically residing within the geographic boundaries of Miami-Dade County
 - m. Risk Factor/Primary Exposure
 - n. Other Payer Source (e.g., Medicaid, Medicare, private insurance, etc.)

Provide Enterprise will be configured for Miami-Dade to collect these data elements and more. We recommend that you also have us configure your Client level data elements, as closely as possible, to mirror those collected in Provide Enterprise for the Florida ADAP system. This will position you in the future to be better prepared and able to effectively exchange Client level data required for Eligibility Determination to streamline the eligibility processing of clients that are receiving services in the Miami-Dade Part A EMA and from Florida ADAP.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

- a) Be able to restrict functions by user classification (e.g., medical case manager and the case manager supervisor can develop and update the Plan of Care or issue a Certified Referral, but a peer educator cannot) **(Phase 1)**

The MIS Solution allows for:

- Documenting the client's intake interview and psychosocial assessment;
- Performing ongoing case reviews;
- Initiating and following up on Certified Referrals;
- Tracking receipt of client forms;
- Developing and updating a Plan of Care
- Setting appointments and conducting follow up;

- Tracking due dates for recertification [for Part A/MAI and Florida Department of Health's AIDS Drug Assistance Program (ADAP)]
- Flagging a specific client as inactive when no service data have been entered or modified for a specific length of time (e.g., 240 days or other trigger interval designated by the County)

As part of the deployment of Provide Enterprise, we will work with Miami-Dade to fully define the roles and functional restrictions you want in your Provide Enterprise database.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

- a) Determine eligibility determination based on income in relation to Federal Poverty Level (FPL) guidelines (updated annually), physical residency in Miami-Dade County, and proof of HIV+ status (**Phase 1**)
- i. Enter income source and amount, and calculate the FPL per client, to determine income eligibility (**Phase 1**)
 - ii. Incorporate checklist of program allowable forms of documentation to support eligibility (**Phase 2**)
 - iii. Issue reminders when recertification becomes due – especially for the Part A/MAI Programs and the AIDS Drug Assistance Program) (**Phase 2**)
 - iv. Upload eligibility documents to the system (**Phase 4**)

The Provide Enterprise system supports an Eligibility Assessment – a form to capture the current state of information about a client that can then compute the client's eligibility for services. The Eligibility Assessment collects key data including but not limited to:

- 1) Client and Household Total Monthly Gross Income and Modified Adjusted Gross Income (MAGI)
- 2) Address Data (including County of Residence)
- 3) Health Benefits data (Medicare, Medicare D, Medicaid, Private Insurance, Veterans Benefits, and Indian Health Services benefits data)
- 4) HIV Status Data
- 5) Require appropriate and valid forms of proof documentation to be uploaded to the system as part of the Eligibility Assessment processing

The Eligibility Assessment computes the Client and Household Federal Poverty Level for both Gross and MAGI Income and auto calculated Federal Poverty Level. With the FPL, County of Residence, HIV Status, and Health Benefits the Eligibility Assessment will auto compute the client's eligibility for services across all Service Categories. When an Eligibility Assessment is entered in Provide Enterprise, the system can be configured to require "current" scanned documentation (variable by the type of documentation) to be captured before the Eligibility Assessment can be completed and eligibility determined.

The Provide Enterprise system has built in support for the tracking of Federal Poverty Level amounts each year and when new levels are published, they can be entered into Provide and become effective immediately for all subsequent eligibility determinations. Note: we do NOT, in mass, re-compute every existing

active Client's eligibility when new FPL levels are entered. Their eligibility settings remain unchanged until the client reports a change in income or goes through a new Eligibility Assessment.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Program:

- a) Program the Comprehensive Client Health (needs) and Financial Assessments, and include skip logic (e.g., if "no" to question 3, skip to question 7) **(Phase 2)**

We will implement full support for the Comprehensive Client Health and Financial Assessments. The support can include skip logic and can be defined to incorporate data from other data tables within the system. For example, the Comprehensive Client Health currently appears to be defined as requiring manual entry of a series of data fields for a series of Screenings (Chlamydia, Gonorrhea, Syphilis, TC, etc.). We would instead integrate a display of these key screenings, showing the most recent of each type based on lab data results that were imported from lab or EHR systems or were manually entered by care staff. If during the Assessment the Client presents new screening data to the provider, the provider will be able to document these screening results as lab results records in the database and have them integrated into the Assessment. In this way, you ensure that lab data exists in one data table in the system and not scattered in different places based on when or how they were collected.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Pull data:

- a) Pull data from certain fields within the Comprehensive Health Assessment to populate forms and reports (e.g., Plan of Care, programmatic reports, Certified Referral, consents, Letters of Medical Necessity, etc.) **(Phase 2)**

This type of data pull and push between forms within Provide can be implemented as part of the system configuration for Miami-Dade.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

- a) Enter, edit, display and print case notes/progress notes: **(Phase 2)**
- i. Enter notes without limit to length or the number of notes per client. **(Phase 2)**
 - ii. Access notes by client, author or by topic **(Phase 3)**
 - iii. Built in spell check **(Phase 2)**

Provide Enterprise supports, by default, a Progress Log form that is typically used to capture Case Notes. The record is linked to a Client and has data fields for the Provider, Date of the encounter/service, time spent (in minutes), Service Category (e.g. Medical Case Management or Outreach or Peer Counseling), sub service name (e.g. "Face-to-Face Office Visit" or "Face-to-Face Home Visit" or

"Telephone Call"), Funding Source (Ryan White Part A, MAI, Part C, Part D, etc.), a brief description of the encounter/service and a full description field that supports unlimited data entry. When entered, the system will alert the user if the Client is not eligible for services under the selected Service Category on the date of the encounter/service and if appropriate flag the record as not billable. All forms within Provide support spell check. The Progress Logs can be printed as can any form within Provide Enterprise.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Client eligibility fields:

- a) Link client eligibility fields to support service authorization and Certified Referral processes (**Phase 2**)

Provide Enterprise can be configured to prevent or just alert a user entering a Service or a Referral for services, if the Client is not eligible for the category of service that the service or referral is for at the time of the entry. Provide can also alert the referral to a Provider if the client's eligibility changes after the referral was made, but before the service was provided.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Progress notes:

- a) Tie progress notes to billing solution (invoicing) (**Phase 2**)

As outlined above, the Progress Log is designed to capture everything that is necessary to determine what Contract and Service Category each Progress Log is tied to for billing.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Tracking:

- a) Track allowable procedures by internal coding convention (**Phase 1**)

When procedures are captured in Provide Enterprise (either manually entered by staff or imported from an EMR or Dental records management system), the procedure record typically is configured to require both a description of the service and a standardized code (AMA CPT-4, ADA D-Code, HCPCS, etc.) to be documented. These codes are then linked to a code directory and a billing rate table.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Unit cost rate:

- a) Apply a unit cost rate that can be easily changed (**Phase 1**)

Provide Enterprise has a billing rate table that can be maintained by the County. Each billing rate record has the Billing Record Type field (Procedure Code for Outpatient/Ambulatory Health Services and Oral Health Care services, Service Provided, Progress Log, etc.), Billing Code, Associated Funding Source, Date Effective, Date Ended, Billing Rate, and data points to manage client level cap rules for the service. This rate table is used in the Billing process in Provide Enterprise. If the reimbursement rate for a given Service Code changes, the current record in the billing rate table, for the code in question, would be "ended" and a new record created with the new rate effective after the expiration date of the old code Billing Rate record.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Non-compliance:

- a) Allow County to block billing for non-compliance with contract requirements or program standards (e.g., progress notes entered more than 48 hours after service delivery are blocked from billing), unless County provides an authorization to override the limit for allowable circumstances (**Phase 3**)

Provide Enterprise supports the implementation of these types of rules.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Outpatient/Ambulatory Health Services:

The MIS Solution will have the ability to:

- a) Restrict services to conditions included on the local Allowable Medical Conditions list (Attachment III). Per federal legislation, services rendered to Ryan White Program clients must be for HIV-related conditions. The Miami-Dade HIV/AIDS Partnership (HIV planning council) approved use of the "Allowable Medical Conditions" list, developed by its Medical Care Subcommittee, to facilitate the understanding of what medical conditions could be covered/payable by the program. Currently, the County (Recipient) provides a list of medical/billing codes that in turn are programmed as restrictions from billing to the program, since they have been determined to be unallowable conditions/services. Other disallowances under this rule, for billing codes that haven't been previously given to the MIS provider, are done manually. (**Phase 4**)

The restriction of services per local Allowable Medical Conditions is currently managed manually and is not enforced by the County's current MIS system. At this time, it is our understanding the County is unsure how to make this programmatically enforceable and therefore this will not be part of the initial deployment of Provide Enterprise for Miami-Dade.

- b)** Upload standard medical billing codes (CPT, HCPCS, or any coding created by the County) and rates (Medicare, Medicaid, or any rates created by the County), apply them to allowable invoiced services, and track services by standard codes by client **(Phase 1)**
 - i.** Solution must address copyright limitations of the American Medical Association's Current Procedural Terminology (CPT), as well as the Centers for Medicare and Medicaid Services' Healthcare Common Procedure Coding System (HCPCS) and related fee schedules. **(Phase 1)**

Provide includes a code set data table for the warehousing of all standard service codes (CPT-4, HCPCS, Local Codes and ADA CDT Codes). We have included pricing for the licensing of these code sets in our pricing proposal. We also have a billing rate table as discussed earlier in this document.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Access Letters of Medical Necessity:

- a)** Access Letters of Medical Necessity for specific services, tests, or medications, including the ability to upload this letter to the client's individual record in the data management system (Solution) **(Phase 3)**

Support for Letters of Medical Necessity including the ability to upload copies of these letters will be part of the initial implementation of Provide Enterprise for Miami-Dade.

Certified Referrals:

- a)** Issue Certified Referrals for specialty medical services, **(Phase 3)**
- b)** including a feature to warn for or reject unallowable services **(Phase 4)**

Support for Certified Referrals will be part of the initial implementation of Provide Enterprise for Miami-Dade.

Lab results:

- a)** Electronically receive lab results and load results into the client's record **(Phase 2)**

Provide is certified to receive lab results from Lab Corp and Quest Diagnostics using their implementations of HL7. We have also implemented a number of interfaces with EMR/EHR systems that include but are not limited to receiving lab results data. These interfaces are fully automated and will be available for implementation with Subrecipients in Miami-Dade. The import facilities are delivered as part of the base product but there are some fees associated with enabling and managing each clinics implementation.

Note, support for EMR/EHR data extracts will not be part of the initial implementation of Provide Enterprise for Miami-Dade. Supplemental project charters will be required for each Part A clinical provider to work with them directly

to support importing their clinical data extracts. We can either bill the County or the Part A Clinics directly for this work.

Track:

- a) Track Viral Load and CD4 count information for each client on a historical basis **(Phase 1)**

CD4 and Viral Load test results are stored within Provide like all other lab results are – as individual Test Result records.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Issue reminders:

- a) Issue reminders to medical providers and medical case management teams when lab tests and CD4 Counts and Viral Loads are due **(Phase 2)**

Provide Enterprise has a "Required Action" function that can be used to define any number of reminder notices for providers. By default, we include the setup of key HIV related clinical triggers including but not limited to:

- 1) CD4 Test Due
- 2) Viral Load Test Due
- 3) Outpatient Ambulatory Health Services Visit Due
- 4) Pap Smear Due
- 5) PCP Prophylaxis Treatment Indicated
- 6) MAC Prophylaxis Treatment Indicated
- 7) Toxoplasmosis Prophylaxis Treatment Indicated

Providers are able to see a list of all Clients that have at least one of the above Required Actions due, sorted by client or required action type or date due. Providers can also see a list of these required actions from within a Client chart.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

AIDS Pharmaceutical Assistance (Local Pharmaceutical Assistance Program):

The MIS Solution will have the ability to:

- 1) Enter, query, and track medications by National Drug Code and internal coding conventions (local Part A Prescription Drug Formulary); **(Phase 1)**
- 2) Track billing for this service in accordance with two reimbursement methods: **(Phase 1)**
 - i. 1) Average Wholesale Price (AWP) minus a discount; and
 - ii. 2) Public Health Service (PHS) 340B Price plus a dispensing fee
- 3) Track Letters of Medical Necessity for medications **(Phase 3)**
- 4) Scan Letters of Medical Necessity in the system **(Phase 4)**
- 5) Limit the pharmacy that can be used based on PHS 340B program rules and limitations **(Phase 1)**
 - i. Limitation is dependent on pharmacy affiliation of prescribing practitioner

The Provide Enterprise system includes a Drug Library that is maintained regularly by GTI as part of our annual software maintenance and support. The library includes every drug sold over the counter or by prescription in the US at the NDC level with the Brand and Generic Drug names, Strength, Route and Dosage Form. Provide also has a Part A Drug Formulary that Miami-Dade County staff can maintain. Associated with the Formulary is a table that the County can use to track the Average Wholesale Price and PHS 340B pricing and dispense fee for each NDC. This pricing table is designed to have extremely limited access as 340B pricing is to be highly controlled.

Support for Medical Necessity letters for medications will be added. This will include the ability to scan in the letters.

Support for limiting which pharmacy can be used to dispense a Part A billable medication based on the prescriber can be done in Provide.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Oral Health Care:

The MIS Solution will:

- 1) Track program-allowable procedures (per the formulary) by standard coding convention **(Phase 1)**
 - i. Solution must address copyright limitations for use of the American Dental Association's Current Dental Terminology (CDT) **(Phase 1)**
 - ii. Upload standard dental billing codes (CDT or any coding created by the County) and rates (as created by the County), apply them to allowable invoiced services, and track services by standard codes by client **(Phase 1)**
- 2) Assign a reimbursement rate to each procedure based on a formulary as determined by the County **(Phase 1)**
- 3) Cap benefits under this service category to a specific amount per grant fiscal year per client (note, this limit can be changed and the system should be programmed to easily support the change of these rates) **(Phase 1)**

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Mental Health Services:

The MIS Solution will:

- a) Allow providers to enter progress notes **(Phase 3)**
- b) Restrict access to progress note functions to authorized mental health personnel **(Phase 3)**
- c) Apply unit cost rates that can be easily changed **(Phase 1)**
- d) Limit the number of encounters per year **(Phase 1)**
- e) Identify group encounters as defined by the County for billing purposes **(Phase 1)**

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Substance Abuse Outpatient Care:

The MIS Solution will:

- a) Allow providers to enter progress notes **(Phase 3)**
- b) Restrict access to progress note functions to authorized substance abuse treatment personnel **(Phase 3)**
- c) Limit the number of encounters per year **(Phase 1)**
- d) Apply unit cost rates that can be easily changed **(Phase 1)**
- e) Identify group encounters as defined by the County for billing purposes **(Phase 1)**

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Food Bank:

The MIS Solution will:

- a) Reimburse Subrecipient based on the cost of food (i.e., a fixed amount per weekly bag of groceries), plus a dispensing rate **(Phase 1)**
- b) Limit the number of occurrences (weeks of service) within a 12-month grant fiscal year for client and qualified dependents who have very limited or no access to other food benefits (i.e., limit service eligibility to a maximum amount of Food Stamp benefits) (note, the limits can be changed and the system should be programmed to easily support the change of these limits) **(Phase 1)**
- c) Require a Letter of Medical Necessity after a certain number of occurrences within a 12-month grant fiscal year (currently 20 occurrences), in order to receive additional assistance **(Phase 3)**
- d) Scan Letters of Medical Necessity in the system **(Phase 4)**

Provide Enterprise supports all of the above functionality. Some configuration work will be required to make the capping functionality be easily adjusted by the County and to be integrated with the Client's Food Stamp benefit level. Some additional work will be required to support the Medical Necessity to be used as an "override" function for the Client caps.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Other Professional Services (Legal Services and Permanency Planning):

The MIS Solution will:

- a) Track allowable procedures by internal coding convention **(Phase 1)**
- b) Tie services to a billing structure (e.g., fraction of an hour times unit cost) **(Phase 1)**
- c) Apply a unit cost rate that can be easily changed **(Phase 1)**
 - i. Currently, hourly rate can be reported in increments of an hour, e.g., 0.15

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Substance Abuse Services (Residential):

The MIS Solution will:

- 1) Apply a unit cost rate that can be easily changed *(Phase 1)*
- 2) Track the initial date that client entered treatment *(Phase 1)*
- 3) Limit service utilization to 120 calendar days in a 12-month period (from each client's initial entry date into the service; system should be programmed to easily support changes to this limit) *(Phase 1)*
- 4) Track discharge outcomes (i.e., reasons for treatment ending) *(Phase 3)*

All of the above functionality except the tracking of discharge outcomes is supported in the base Provide Enterprise system and will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Note, if the County can define the discharge outcomes and associated data points desired/required, we may be able to implement support for that in the initial implementation of Provide Enterprise.

Outreach Services:

The MIS Solution will:

- a) Reimburse Subrecipients based 1/12th of contract award per month *(Phase 1)*
- b) Track services provided using internal coding conventions *(Phase 1)*
- c) Allow program staff to manually deduct an amount (from the 1/12th) based on subrecipient performance *(Phase 1)*
- d) Track outreach performance outcomes (i.e., connections of "new to care" or "lost to care" clients to a medical care provider) *(Phase 3)*
- e) Receive scanned copies of supporting documentation (up to 100 pages) *(Phase 4)*

Health Insurance Premiums and Cost Sharing Assistance (Health Insurance Assistance):

The MIS Solution will:

- 1) Track service utilization among various components of the service category, including premiums, co-pays, deductibles, etc., using an internal coding convention *(Phase 1)*
- 2) Adjudicate claims *(Phase 1)*
 - i. Preferably, MIS Solution will also have the ability to issue checks (one check per client) to vendors (i.e., insurance carriers) and interface with the contracted service provider's accounts payable or bank to show status of payment (e.g., paid, outstanding, check number, payee, amount, date issued, and date paid) *(Phase 1)*
- 3) Receive scanned copies of supporting documentation (up to 50 pages) *(Phase 4)*

The Provide Enterprise system has a feature that will support the process of check generation and posting of check status for these types of payments. The way

Provide works is a "Payment" record is entered and flagged as "Approved to Pay", when appropriate. A fiscal staff member at the paying Subrecipient will then be able to create, within Provide, a batch of "Approved to Pay" Payment records and generate a data file that is designed to be imported into their accounting system. The accounting system then generates the checks and produces a "Voucher Detail" file that can be imported into Provide that updates the status of the Payment record to "Paid" and posts the check number and check date into each Payment record. On a periodic basis the payer agency can also extract a file from their accounting system that contains Payment records that have "cleared" their bank and import that into Provide. This import routine will update the status of the Payment records to "Cleared" and set the Date as Cleared. This feature has been implemented with a number of different accounting systems so we anticipate we will have no problems doing this with whatever the accounting system is that the Subrecipient has.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Medical Transportation (Vouchers):

The MIS Solution will:

- 1) Track service utilization by client (*Phase 1*)
- 2) Apply a unit cost rate (cost of monthly transportation voucher) and dispensing fee for billing and reimbursement purposes that can be easily changed (*Phase 1*)

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Miscellaneous:

The MIS Solution will:

- a) Add other Subrecipients, service categories, eligibility and funding structures, and service limitations, as needed
 - i. (*Phase 1*)
- b) Host the system on the Selected Proposer's server/cloud (*Phase 1*)

All of this functionality is in Provide Enterprise. One caveat is that adding new Service Categories for Eligibility and service tracking and billing cannot be implemented by the County. By default, we will implement support for every Ryan White defined Service Category with those that are not funded in Miami-Dade County hidden from view in the system. Then, if the County decides they wish to start funding one of these Categories, GTI will have to update the Eligibility setting logic to incorporate whatever the rules are for that category into Provide and "unhide" the Service Category in the Eligibility settings. This is not hard or time consuming but it does require GTI to make changes to the system and this work would be billable consulting services at our standard hourly rate.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Record Retention:

- a) Miami-Dade County, its Subrecipients, and Selected Proposer as a result of this RFP process must adhere to the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies; therefore, at a minimum records must be maintained for at least five years after completion of project provided applicable audits have been released. However, PHI data shall be returned to the County and all copies destroyed at Selected Proposer's location after contract termination.
- b) Due to the nature of this project and the data needed to support the historical aspects of client eligibility, service utilization, and program expenditures, the County may require a longer record retention period for information stored in the MIS Solution.

The Contractor is assuming all data imported from the existing MIS system and data entered or imported into Provide Enterprise, post implementation, will be retained in the database. When the contract is terminated, all data will be returned to the County and all copies of the data on the Contractor servers and backups will be deleted.

Reporting:

The MIS Solution will have:

- a) Capabilities to meet ongoing Federal (i.e., HRSA) reporting requirements such as Women, Infants, Children and Youth (WICY) report; Ryan White Client-level Services Report (RSR), including Eligible Scope; Annual Progress Reports; Needs Assessment, client health outcomes by Subrecipient, service category, and racial/ethnic demographics; missing data reports; missing Viral Load reports; and other service utilization and expenditure reports as needed **(Phase 1)**
 - i. System must have been vetted and approved for completion of the annual Ryan White Program Client-level Services Data Report (RSR), as determined by the Health Resources and Services Administration (HRSA); **(Phase 1)**
 - ii. System must be able to facilitate County and Subrecipients' ability to report to HRSA based on RSR "Eligible Scope" **(Phase 1)**
 - iii. Any federally required changes would need to be updated in a timely manner **(Phase 1)**
 - iv. Ability to customize reports **(Phase 2)** as needed by the County or its funding source(s) and export **(Phase 2)** to an appropriate Microsoft Office software product and to a Dashboard (i.e., important client, user specific, and/or service utilization information, patterns, and/or trends grouped on one computer screen to be viewed at a glance for review and planning purposes) **(Phase 4)**

The reporting requirements outlined above are a bit vague but we can confirm that the following Federal reporting requirements will be available in Phase 1:

- 1) RSR XML Data File and related reports including:
 - i. Completion Reports (Summary and Detail Versions)
 - ii. Validation Report
 - iii. Client Summary

- iv. Clinical Summary
- 2) WICY Report
- 3) HAB HIV Performance Measures (including the new Qualifying Disparities Report)

Also available in Provide are the following types of reports:

- 1) InCare Campaign Report
- 2) Served Client Demographic Summary Reports
- 3) Client Service Summary Reports
- 4) Fiscal Year to Date Expenditures

All of the above reports can be run by Subrecipients on their Clients and Services and by the County on any one or more Subrecipients.

In addition, Provide Enterprise allows end users to use third party products like MS Access, Excel, Crystal Reports or any other report writing tool that can query Microsoft SQL Server to write their own reports. Every data element in every data table of client and service related data can be accessed for reporting.

Provide Enterprise also supports the implementation of "Views" – the presentation of lists of records across one or more data tables. These views can be sorted, filtered, and export to MS Excel by end users. One function that is often met with Views is a presentation of tasks or interventions that are due for Clients. For example, we include a "My Tasks" view that when a provider opens the view they would see the following type "alerts" sorted by date due or Client name:

- 1) Appointments Scheduled
- 2) CD4 Test Due
- 3) Viral Load Test Due
- 4) Medical Case Management Encounter Due
- 5) Eligibility Re-Assessment Due

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Queries:

- a) Ability for the end-user to create queries for all reportable fields in the system (**Phase 3**)

The Provide Enterprise database tables cannot be directly accessed by any user. However, SQL Views exist that all end users can access with any type of data query and/or reporting tool that can directly access Microsoft SQL. The SQL Views have security built into them that ensures the end user can only access the specific records within each related SQL table they are authorized to access. Every enter/captured data element in every SQL table is accessible through the SQL Views.

The Provide Enterprise system also allows Crystal Reports report objects to be stored within the database and that any authorized user can run from within the Provide Enterprise system. This is extremely flexible and powerful as the

Crystal Reports can be built to prompt the user at run time for a variety of parameters (Date Range, Service Categories, Providers, Service Agencies, etc.).

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Export/import standardized and custom reports:

- a) Ability to export/import standardized and custom reports and system information in formats readable (and able to be manipulated) by Microsoft Office products (e.g., Excel, Access, etc.) issued in 2007 or later, or to an ASCII comma- or tab-delimited file (**Phase 1**); with exportable data dictionaries (**Phase 2**)

Crystal Reports generated output can be printed or exported to a variety of formats including but not limited to Excel, Word, and PDF. All Provide Enterprise views can be exported to Excel and a variety of other formats. A number of key reports are also designed to allow an ASCII delimited client level data file to be generated. This includes the RSR and HAB HIV Performance Measures. The Data Dictionary for all data elements in all data tables is available within the Provide Enterprise database at all times for authorized users.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

- b) Data sharing capabilities with authorized external parties [such as the Florida Department of Health, the Housing Opportunities for Persons With AIDS (HOPWA) program, and the AIDS Drug Assistance Program (ADAP)], using different systems, including CAREWare and potentially other systems (**Phase 4**)

- i. Requires customizable and limitable access by user classification (i.e., viewing access of certain screens, updating access to certain screens, view only, etc.) (**Phase 4**)

Provide Enterprise is extremely flexible in building and implementing data exchanges with third party data systems. For example, Broward County Part A and the Florida ADAP programs currently have a data exchange where clients are linked between their two Provide Enterprise systems. The State sends ADAP Medication and Premium Assistance enrollment/termination updates and Premium Assistance Payment History on a nightly basis to Broward County. These types of exchanges are possible, however, they will not be part of the initial implementation Provide Enterprise for Miami-Dade.

Interface capabilities:

- a) Interface capabilities providing optimal navigation for users based on the scope of services described and compatibility for data sharing with other health record systems (i.e., interface with Electronic Medical or Health Record systems, laboratory data systems, etc. in batches and/or real time; HL7 interface or other more efficient solution) or financial systems (e.g., PeopleSoft) (**Phase 2**)

Provide has certified HL7 lab results receipt interfaces with Lab Corp and Quest

Diagnostics and have implemented automated periodic data imports from a number of EMR systems including but not limited to GE Centricity and Epic and are working now to implement interfaces with Athena Health and eClinicalWorks. We have also built data exchanges with a number of financial data systems passing payment authorizations and receiving payment advice files.

Client progress:

- a) Ability to report on client progress along the HIV Care Continuum (tracking client from diagnosis, to linkage to care, to retention in care, to access to antiretroviral medications, to viral suppression, or as the HIV Care Continuum may be modified by HRSA or the County); and view the HIV Care Continuum from a single screen (*Phase 1*)

GTI will help the County implement a Care Continuum Summary that can be accessed directly from a specific client's profile, or in a view of all client care continuum summary records. These will include all of the care continuum data points at the client level. An existing report can be utilized for a summary (totals) of each Care Continuum data point.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Contract expenditure data:

- a) Ability to download contract expenditure data, have built-in contract expenditure reports, and create ad-hoc expenditure utilization reports from all fields available in the system for billing and reporting purposes (*Phase 1*)

Contract expenditure reports will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

"Print screen":

- a) Ability to do a "print screen" (i.e., copy) of various screens, including all items in a drop-down menu/list, to allow copy/paste of the screen's information to a Microsoft Word or Excel document; allows for hard-copy distribution of the information for training and quality management purposes; for such purposes, this process must exclude actual client information, including all Protected Health Information (PHI) and Individually Identifiable Health Information (IIHI) (*Phase 3*)

Any screen in the Provide Enterprise system can be printed but the print function does not limit the printing of PHI data on those screen prints. We suggest that the screen prints for training material be done from the test database where no actual client level PHI data exists. As for the development of training materials and having all picklist data values being displayed, we will provide a SQL Query that produces the Data Dictionary in a spreadsheet format that contains all picklist option values for all data fields on all screens. In addition, we produce detailed User Guides that include screen prints and documentation of picklist options on many fields.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Data Transfer/Migration:

The MIS Solution will have the:

- 1) Ability to communicate with existing data system to transfer all client data (current and historical) and program information in a timely and secure manner *(Phase 1)*
- 2) Ability to import and store more than twenty (20) years of historical client demographic, health and financial assessment, and service utilization data. (See "2.0 Background" section above for information regarding size of current management information system's data.) *(Phase 1)*
- 3) Ability import or export client data from and to external sources, provided such external data are available in industry- standard formats (e.g., Excel or ASCII comma- or tab-delimited formats) and common client identifiers and data dictionaries are provided *(Phase 1)*
- 4) Ability to protect PHI and IIHI at all times in accordance with HIPAA *(Phase 1)*

Note: The County will assist the Selected Proposer in building the necessary data transfer maps.

Groupware assumes that the County will work with their existing MIS system vendor to extract, in ascii tab delimited text format, all data they wish to have migrated to Provide Enterprise. The files should be sent to our FedRAMP certified and SOC 2 Type 2 audited data center via Secure FTP. The data transferred to us will be secure and encrypted at rest, ensuring that all PHI data is secure per HIPAA standards at all times.

The ability to effectively migrate the existing MIS system data to Provide Enterprise will be dependent on the quality of the documentation provided on the existing data structures, keys, relationships and code definitions.

We are assuming that many of the logical data tables provided to us from the existing MIS system will be warehoused as received within Provide Enterprise. This will be true when the data will not be maintained going forward in the same manner in Provide Enterprise as it was in the existing MIS system. For example, the Financial Assessments will be warehoused as they were collected in the existing MIS system, but going forward this data may be captured as part of the Eligibility Assessment and Income History records in Provide Enterprise instead of continuing to use the Financial Assessment form. Another example is the billing and invoicing data tables. We assume that we will not "recreate" every contract, invoice and billing ledger entry within Provide with the rules and processing logic that the existing system used. Instead, the historic data from the existing MIS system will be maintained as static data and new data tables will exist to support contract management and billing functionality within Provide Enterprise.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Interfaces

The MIS Solution will have:

- a) Ability to import medical test results (e.g., Viral Loads, CD4 counts, etc.) from medical laboratories (e.g., Quest Diagnostics, LabCorp, etc.), or upload medical services data (e.g., office visits, immunizations, medications, etc.) from Subrecipients' Electronic Health Records (EHR) or Electronic Medical Records (EMR) (**Phase 2**)
- b) Ability to use the most efficient and secure interface process for PHI and health information exchange (including, but not limited to, laboratory test results), or address a well-defined alternative (**Phase 2**)
- c) The following as applicable types of health information exchange: (**Phase 2**)
 - i. Interface application
 - ii. Interface type (batch and/or real-time)
 - iii. Interface frequency (timely, schedule, real-time, etc.)
 - iv. Interface standard (HL7, X12, NCPDP, DICOM, etc. as applicable)
 - v. Interface direction (input, output, bi-directional)
 - vi. Transmission source (tape, disk, report file, print image, other)
 - vii. Transmission type (dial-in, file transfer, interface engine, shared file, shipped, terminal scripting, other)

Provide has certified HL7 based lab results data import routines for Lab Corp and Quest Diagnostics. Provide also has a set of standardized import routines we use for manual or fully automated data imports of lab results data, procedures, vaccines, diagnosis, appointments, pregnancy and other clinical data types. In addition, if an EMR/EHR cannot produce extract files that conform to our standard data structure then we can create customized import routines to handle the data in whatever structure they can produce. Provide supports the clinics sending us batch data files via Secure FTP. By default, we support HL7 data files from lab vendors and tab or comma separated text files but can also build support for other data structures if required.

Up to ten lab result data interfaces with Lab Corp and Quest Diagnostics will be implemented as part of the initial implementation of Provide Enterprise for Miami-Dade. At the sole discretion of the County, each additional clinic interface will be billed to the County or the Part A funded clinic the interface is implemented for.

Note, since the number and type of EMR/EHR interfaces required is not defined, any of these interfaces will be addressed after the initial implementation of Provide Enterprise for Miami-Dade and will be billed to the County or the Part A funded clinics that we implement clinical data interfaces for.

Training

The MIS Solution or Contractor will:

- a) Train users on the system, on-site at Subrecipient agency, in a local office setting of the Selected Proposer, and/or on-line, whichever method the County deems more

- efficient and effective. **(Phase 1)**
- b)** Train users with various educational backgrounds (e.g., high school diploma, Bachelor's degree, Master's degree, PhD) and experiences; as well as with different purposes [County/Recipient staff, Quality Management staff, and Subrecipient staff such as billing staff, administrative staff, and front line staff (e.g., medical case managers, peer educators, outreach workers, medical providers, counselors, etc.)] **(Phase 1)**

For the initial deployment, Groupware is proposing that we provide instructor lead training classes to all initial system users (200) immediately prior to the "go-live" date. Classes will be organized around functional roles of the trainees (Case Managers, Fiscal, Supportive Services Providers, County staff, etc.). We will arrange to conduct the training classes at local hotels in the Miami-Dade area and we will bring 20 laptops for students to use for the training. Our trainers have experience training students with a wide range of backgrounds and experiences. Our trainers have educational backgrounds in human services fields.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

License and User Capacity

The MIS Solution will include:

- a)** Additional programming hours included per year (including quality control) **(Phase 3)**
- i. Include cost of additional programming and methodology for determining cost
- b)** Ability to accommodate at least 200 active, simultaneous users (could be more in total per year due to staff turnover) **(Phase 1)**
- i. Include cost per user license for 200 users, and cost for each additional user
- c)** Ability to accommodate a provider list (directory) of approximately 500 or more direct service providers (e.g., physicians, psychiatrists, physician assistants, dentists, advanced registered nurse practitioners, nutritionists, therapists, etc.) to facilitate the certified referral process, to record service delivery, and for billing and reporting purposes. **(Phase 1)**
- d)** MIS Solution must accommodate these current providers, and must have the ability to add or remove providers at the direction of the County, as needed. **(Phase 1)**

Our proposal for the implementation of our Provide Enterprise system for Miami-Dade County includes all of the costs of the following:

- 1) Purchase 200 Provide Enterprise User Licenses
- 2) Annual Maintenance and Support (Including data hosting and business continuity services) for the 200 Users.
- 3) Professional services costs to configure the Provide Enterprise system to meet the needs of Miami-Dade County.

The Provide Enterprise system includes a "Service Organization" directory and an "Individual Provider" directory that the County can directly maintain within the system. These directories are available to all system users for look-up purposes and for selecting providers when initiating referrals.

The system also allows authorized staff to submit and approve or reject the setup of new Contracted Subrecipients, their contracts and licensed user accounts.

All of the above will be implemented and supported as outlined above in the initial implementation of Provide Enterprise for Miami-Dade.

Coordination and Planning with Miami-Dade County:

- a) The Contractor will participate in regular meetings (frequency to be determined by the County monthly, quarterly, etc.) with the County and the contracted Quality Management provider to coordinate system improvements and troubleshoot system and programmatic problems; type of meeting (e.g., face to face, web conference, etc.) to be determined by the County and the Contractor. **(Phase 1)**

The Contractor will have the appropriate staff participate in a regularly scheduled conference call with the County and their Quality Management provider to discuss issues, questions and change requests.

PROJECT CONSTRAINTS

Project Assumptions

- 1) Project Scope will not be modified and is limited to the functional and business requirements as outlined in the RFP.

Project Risks

- 1) Unavailability by key staff due to vacations, sick leave, training, or unanticipated changes to job responsibilities.
- 2) Data Conversion from current Miami-Dade data system has many unknowns about data quality, documentation of what can be extracted, and the completeness of the data extracted.
- 3) County staff not responsive or timely in responding to:
 - a) Questions from GTI
 - b) Review of software features and functions during configuration process
 - c) Completion of test plans and test plan reviews and sign-off
 - d) Reviews and feedback on End User Guides
 - e) Staff (County and/or Subrecipient) do not attend and actively participate in training sessions
 - f) County or Subrecipient agencies do not get PE software installed on their PC's and have their firewalls updated to allow connectivity to PE Server.
 - g) County and Subrecipient PE Users do not have Windows 7 or later PC's

Maintenance

The Maintenance Support Agreement shall take effect after the Warranty period and commence on the 1st day of the grant fiscal year (March 1st) and end on the last day of the grant fiscal year (February 28/29). (*Phase 1*)

During the term(s) of the Maintenance Agreement, the Consultant will provide the County with standard software maintenance services and technical support covering, as listed below.

- All software must be of the most recent release and all software upgrades issued by the selected Proposer must be available to the County at no additional charge. The software maintenance plan shall include the option of installation of new releases by the County.
- Corrections of substantial defects in the Software ("MIS Solution"), as identified by the County or by the contracted Quality Management provider, so that the MIS Solution will operate according to specifications to be resolved as Severity Level 1. (see Technical Support Services chart)

- Continuous internal quality management and quality control processes, such that Selected Proposer shall provide evidence of continually examining the operation of the MIS Solution and pro-actively identifying areas where the MIS Solution processes may be fine-tuned or corrected, without the County or the County's contracted Quality Management provider being solely responsible for identifying system bugs and glitches.
- Periodic updates of the MIS Solution at no cost shall incorporate:
 - Corrections of any substantial defects;
 - Fixes of any minor bugs;
 - Fixes due to any conflicts with mandatory operating security patches, to be resolved as Severity Level 1; and,
 - Proposer enhancements made to any system components that MDC has licensed.
- Updates to the system must be provided as determined by legally mandated requests.
- Remote Server Access to any County server providing the application services either by Citrix SSL VPN, Encrypted Connection, or dedicated IP address; access will require prior approval from Miami-Dade County.

Groupware Technologies Inc. offers a fixed cost annual maintenance and support agreement for the Provide Enterprise system. The annual maintenance and support agreement not only provides support on the product but free access and upgrades to any new releases that come out. We typically release new versions of the software on a six to nine-month basis and upgrade all implementations within 90 days of release.

The above described upgrades are to the Provide Enterprise Client software. Most updates to the system do not require software changes. For example, updates to RSR reporting and the RSR Client Level Data File XML extract do not require changes to the Client software. They can be done with just configuration changes within the database. Changes like this that are required to meet Federal and/or State reporting requirements are included in the maintenance and support agreement.

We proactively monitor our customer databases and constantly work to improve system performance and address any issues that arise.

Technical Support

- A. The MIS Solution will provide assistance to users whether related to technical (e.g., how to use the solution) or system (e.g., system down/outage, not performing as designed, bugs) issues. **(Phase 1)**
- B. Such technical or system related assistance will be tracked by way of service tickets through the MIS Solution. **(Phase 4)**

- o Ability for the County to receive summary and detailed service ticket information (e.g., how many service tickets issued, nature of assistance, duration of assistance, and resolution of issue to close ticket) **(Phase 4)**
 - o Ability for the County to impose penalties at an agreed upon level of non-responsiveness and/or system performance. **(Phase 1)**
- C. The County desires an escalation and response time as listed below: **(Phase 1)**

System Hours of Availability

The System will be available at all times with exception to schedule down time for maintenance. Scheduled down time for maintenance shall not occur between the hours of 7:00 am – 8:00 pm eastern standard time.

Groupware Technologies Inc. will provide support services on Monday thru Friday from 8:00 am to 5:00 pm EST, not including holidays. On holidays and after normal business hours we can be reached via email and telephone for support on critical or urgent problems that arise.

Appendix B "Payment Schedule"

A1. MILESTONE PAYMENT SCHEDULE

Milestone Payment Schedule		
Milestone	Deliverable	Amount
Milestone 1	Project Initiation, Annual Data Hosting and Business Continuity Service and Software Escrow Services	\$96,583.33
Milestone 2 and 3	Requirements Definition, PE Configuration Services, and Testing and Quality Control Services	\$191,000
Milestone 4	Data Migration Services and Implementation Services	\$50,000
Milestone 5	User Training (On-Site Instructor Lead Classes and Creation of User Guides)	Option A: \$59,000.00 if GTI supplies training room and trainee laptops for initial end user training Option B: \$49,000.00 if County supplies training room with PC's and Internet connectivity and PE software installed. Price difference is \$1,700/day vs \$2,200/day
Milestone 6	Software License Fees (50%), Implementation (Annual CPT-4, HCPCS, CDT Code Set Licensing Fees)	\$132,000

Contractor shall be paid for all completed milestones. Milestone payments shall occur after the acceptance of the final Milestone (6) on the "Go-Live" date, which shall occur on March 1, 2020 (assuming a project start date not later than August 1, 2019) or as otherwise agreed in writing by the parties. If this Agreement is terminated for any reason prior to Miami-Dade's Acceptance of the Final Milestone (Milestone 6), the Contractor shall be paid for completed milestones. Payment for completed milestone requires completed Milestone Acceptance Form, as shown in Appendix D. In the event the contract start date is August 1, 2019 or earlier and the contract GO-Live date occurs after March 1, 2020, the County shall issue a \$50,000 penalty for every month delayed starting March 2020. The penalty shall only be accessible if the delay(s) are not caused by the County. In the event the delay(s) are caused by the County, there will be no penalty to the Contractor. The first year of the contract will be August 1, 2019 through February 28, 2021. The second year will be the period of March 1, 2021 through February 28, 2022; and each subsequent year will be on this grant fiscal year cycle. All subsequent annual fees are billed and to be paid at the start of the fiscal year except Maintenance and Technical Support Fees and Hosting Fees that will be billed 11/12 at the start of the fiscal year and the last 1/12 will be billed and payable at the start of the 12th month of the fiscal year.

B. MANAGEMENT INFORMATION SYSTEM (MIS) SOLUTION PRICE

Description (Initial Contract Term)	PRICE
Inclusive of Software License Fees, Configuration Services, Data Conversion Services, Integration / Migration Services, Implementation Services, Software Customization Services (additional programming; system enhancements), Testing and Quality Control Services, Training Services, Interface Development Services, Software Escrow Services, Miscellaneous Costs including Travel, if applicable (Option A)	\$528,583.33
Inclusive of Software License Fees, Configuration Services, Data Conversion Services, Integration / Migration Services, Implementation Services, Software Customization Services (additional programming; system enhancements), Testing and Quality Control Services, Training Services, Interface Development Services, Software Escrow Services, Miscellaneous Costs including Travel, if applicable (Option B)	\$518,583.33
Software License Fee (50%) (Year 2)	\$120,000
Maintenance and Technical Support Service Fees (Initial Contract Term)	
Maintenance and Technical Support Service Fees Year 1	N/A – Warranty Period
Maintenance and Technical Support Service Fees Year 2	\$66,000
Maintenance and Technical Support Service Fees Year 3	\$66,000
Maintenance and Technical Support Service Fees Year 4	\$66,000
Maintenance and Technical Support Service Fees Year 5	\$66,000
Hosting Fees (Initial Contract Term)	
Hosting Fees Contract Year 1	Included with Milestone Payment
Hosting Fees Contract Year 2	\$60,000
Hosting Fees Contract Year 3	\$60,000
Hosting Fees Contract Year 4	\$60,000
Hosting Fees Contract Year 5	\$60,000
Software Escrow Fees (Initial Contract Term)	

Description (Initial Contract Term)	PRICE
Software Escrow Fees Year 1	Included with Milestone Payment
Software Escrow Fees Year 2	\$1,000
Software Escrow Fees Year 3	\$1,000
Software Escrow Fees Year 4	\$1,000
Software Escrow Fees Year 5	\$1,000
AMA and ADA Code Licensing (Initial Contract Term)	
Licensing Fees Contract Year 1	Included with Milestone Payment
Licensing Fees Contract Year 2	\$12,000
Licensing Fees Contract Year 3	\$12,000
Licensing Fees Contract Year 4	\$12,000
Licensing Fees Contract Year 5	\$12,000
Total Proposed Price For Initial Five Year Term (Option A)	\$1,204,583.33
Total Proposed Price For Initial Five Year Term (Option B)	\$1,194,583.33

C. OPTIONAL YEARS TO RENEW (OTR)

C1: SOFTWARE MAINTENANCE SUPPORT SERVICES

DESCRIPTION	ANNUAL FEE
OTR 1 – Maintenance, and Technical Support Service Fees (Years 6 - 10)	
Maintenance and Technical Support Service Fees Contract Year 6	\$66,000
Maintenance and Technical Support Service Fees Contract Year 7	\$66,000
Maintenance and Technical Support Service Fees Contract Year 8	\$66,000
Maintenance and Technical Support Service Fees Contract Year 9	\$66,000
Maintenance and Technical Support Service Fees Contract Year 10	\$66,000

OTR 2 – Maintenance, and Technical Support Service Fees (Years 11 - 15)	
Maintenance and Technical Support Service Fees <i>Contract Year 11</i>	\$66,000
Maintenance and Technical Support Service Fees <i>Contract Year 12</i>	\$66,000
Maintenance and Technical Support Service Fees <i>Contract Year 13</i>	\$66,000
Maintenance and Technical Support Service Fees <i>Contract Year 14</i>	\$66,000
Maintenance and Technical Support Service Fees <i>Contract Year 15</i>	\$66,000

C2. HOSTING FEES

DESCRIPTION	ANNUAL FEE
OTR 1 – Annual Data Hosting and Business Continuity Services (Years 6 - 10)	
Hosting Fees <i>Contract Year 6</i>	\$80,000
Hosting Fees <i>Contract Year 7</i>	\$80,000
Hosting Fees <i>Contract Year 8</i>	\$80,000
Hosting Fees <i>Contract Year 9</i>	\$80,000
Hosting Fees <i>Contract Year 10</i>	\$80,000
OTR 2 – Annual Data Hosting and Business Continuity Services (Years 11 - 15)	
Hosting Fees <i>Contract Year 11</i>	\$100,000
Hosting Fees <i>Contract Year 12</i>	\$100,000
Hosting Fees <i>Contract Year 13</i>	\$100,000
Hosting Fees <i>Contract Year 14</i>	\$100,000
Hosting Fees <i>Contract Year 15</i>	\$100,000

C.3 SOFTWARE ESCROW FEES

DESCRIPTION	ANNUAL FEE
OTR 1 – Software Escrow Fees (Years 6 - 10)	
Software Escrow Fees <i>Contract Year 6</i>	\$1,000
Software Escrow Fees <i>Contract Year 7</i>	\$1,000
Software Escrow Fees <i>Contract Year 8</i>	\$1,000
Software Escrow Fees <i>Contract Year 9</i>	\$1,000
Software Escrow Fees <i>Contract Year 10</i>	\$1,000
OTR 2 – Software Escrow Fees (Years 11 - 15)	
Software Escrow Fees <i>Contract Year 11</i>	\$1,000
Software Escrow Fees <i>Contract Year 12</i>	\$1,000
Software Escrow Fees <i>Contract Year 13</i>	\$1,000
Software Escrow Fees <i>Contract Year 14</i>	\$1,000
Software Escrow Fees <i>Contract Year 15</i>	\$1,000

C4. AMA FEES

DESCRIPTION	ANNUAL FEE
OTR 1 – AMA and ADA Code Licensing (Years 6 - 10)	
Licensing Fees <i>Contract Year 6</i>	\$20,000
Licensing Fees <i>Contract Year 7</i>	\$20,000
Licensing Fees <i>Contract Year 8</i>	\$20,000
Licensing Fees <i>Contract Year 9</i>	\$20,000
Licensing Fees <i>Contract Year 10</i>	\$20,000
OTR 2 – AMA and ADA Code Licensing (Years 11 - 15)	
Licensing Fees <i>Contract Year 11</i>	\$30,000

Licensing Fees Contract Year 12	\$30,000
Licensing Fees Contract Year 13	\$30,000
Licensing Fees Contract Year 14	\$30,000
Licensing Fees Contract Year 15	\$30,000

D: OPTIONAL SERVICES

Compensation shall be based on the projects assigned. The Contractor shall use agreed upon hourly rates to calculate the not-to-exceed cost statement required for each project. County approval required prior to the performance of any optional services. The Project Charter Form included in Appendix H shall be used for approval of all optional services.

Service	Initial 5-yr Contract Term	OTR 1	OTR 2
Project Manager	\$125	\$150	\$200
Developer	\$125	\$150	\$200
Web Developer	\$125	\$150	\$200
Trainer	\$125	\$150	\$200
Solution Administrator	\$125	\$150	\$200
Database Administrator	\$125	\$150	\$200
On-Site Training (Per Day)	\$2,200	\$2,800	\$3,500
Lab Corp or Quest Diagnostics Lab Interface Setup Fee – One time per clinic data transfer	\$2,400	\$2,400	\$2,400
Florida Medicaid HIPAA 270/271 Transactions (per transaction)	\$0.30	\$0.30	\$0.30
WebEx for Q&A (Monthly)	\$500	\$500	\$500
On-line Certification Hosting Charges (annual)	\$7,500	\$7,500	\$7,500
Website Configuration Charges On-line eligibility (one-time charge)	\$15,000	\$15,000	\$15,000
EMR/EHR Automated Data Transfer Setup When Extracted in PE Format per clinic (one-time charge) *	\$2,400	\$2,400	\$2,400
EMR/EHR Automated Data Transfer Setup When Extracted in Non-standard Format per clinic (one-time charge) *	\$5,000	\$5,000	\$5,000

Additional User License Per Unit Fee for license number 201-250 (one-time charge). No additional one-time charge for 251+ licenses	\$1,200	\$1,200	\$1,200
Annual Support Service Fee per Additional User (201+ Users)	\$330	\$330	\$330

* Billed to the County or directly to the clinic implementing the data interface.

Appendix C**HIPAA BUSINESS ASSOCIATE ADDENDUM**

This HIPAA Business Associate Addendum ("Addendum") supplements and is made a part of the Agreement by and between the Miami-Dade County, Florida ("County"), and _____, Business Associate ("Associate").

RECITALS

- A. As part of the Agreement, it is necessary for the County to disclose certain information ("Information") to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI").
- B. County and Associate intend to protect the privacy and provide for the security of PHI, including but not limited to, PHI, disclosed to Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- C. The purpose of this Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Sections 164.308(b), 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR"), as the same may be amended from time to time.

In consideration of the mutual promises below and the exchange of information pursuant to the Agreement, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, shall have the same meaning as those terms in 45 CFR Sections 160.103, 164.304 and 164.501.
 - a. "Business Associate" shall have the meaning given to such term under the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.
 - b. "Covered Entity" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.
 - c. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 1103. [45 CFR Parts 160, 162 and 164]
 - d. "Electronic Protected Health Information" or "ePHI" means any information that is transmitted or maintained in electronic media: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual. and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual,

and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 160.103. [45 CFR Parts 160, 162 and 164]

e. "Electronic Media" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 160.103.

f. "Security incident" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 164.304.

2. Obligations of Associate.

a. Permitted Uses and Disclosures. Associate may use and/or disclose PHI received by Associate pursuant to the Agreement ("County's PHI") solely in accordance with the specifications set forth in the Scope of Services, Appendix A. In the event of any conflict between this Addendum and Appendix A, this Addendum shall control. [45 CFR § 164.504(e)(2)(i)]

b. Nondisclosure. Associate shall not use or further disclose County's PHI other than as permitted or required by law. [45 CFR § 164.504(e)(2)(ii)(A)]

c. Safeguards. Associate shall use appropriate safeguards to prevent use or disclosure of County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(B)] Associate shall maintain a comprehensive written information security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Appropriate safeguards used by Associate shall protect the confidentiality, integrity, and availability of the PHI and ePHI that is created, received, maintained, or transmitted on behalf of the County. [45 CFR § 164.314(a)(2)(i)(A)] County has at its sole discretion, the option to audit and inspect, the Associate's safeguards at any time during the life of the Agreement, upon reasonable notice being given to Associate for production of documents and coordination of inspection(s).

d. Reporting of Disclosures. Associate shall report to the County's Project Manager, any use or disclosure of the County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(c)] Associate shall report to the County through the County's Project Manager, any security incident of which it becomes aware within forty-eight (48) hours of discovery of the incident. [45 CFR § 164.314(a)(2)(i)(C)]

e. Associate's Agents. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides PHI received from (or created or received by Associate on behalf of) the County, agrees in writing to the same restrictions and conditions that apply to Associate with respect to such PHI and that such agents conduct their operations within the United States. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides ePHI received, created, maintained, or transmitted on behalf of the County, agrees in writing to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of that ePHI. [45 CFR § 164.314(a)(2)(i)(B)] In no case may Associate's Agents reside and operate outside of the United States.

f. Documentation of Disclosures. Associate agrees to document disclosures of the County's PHI and information related to such disclosures as would be required for the County to respond to a request by an individual for an accounting of disclosures of PHI. Associate agrees to provide the County or an individual, in a time and manner designated by the County, information collected in accordance with the Agreement, to permit the County to respond to such a request for an accounting. [45 CFR § 164.528]

g. Availability of Information to County. Associate shall make available to the County such information as the County may require to fulfill the County's obligations to provide access to, provide a copy of, and account for, disclosures of PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Sections 164.524 and 164.528. [45 CFR § 164.504(e)(2)(ii)(E) and (G)]

h. Amendment of PHI. Associate shall make the County's PHI available to the County as may be required to fulfill the County's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.526 and Associate shall, as directed by the County, incorporate any amendments to the County's PHI into copies of such PHI maintained by Associate, and in the time and manner designated by the County. [45 CFR § 164.504(e)(2)(ii)(F)]

i. Internal Practices. Associate shall make its internal practices, books and records relating to the use and disclosure of the County's PHI (or PHI created or received by Associate on behalf of the County) available to the County and to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the County or the Secretary for purposes of determining Associate's compliance with HIPAA and the HIPAA Regulations. [45 CFR § 164.504(e)(2)(ii)(H) and 45 CFR Part 64, Subpart C.]

j. Mitigation. Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the County's PHI by Associate in violation of the requirements of this Addendum.

k. Associate's Insurance. Associate agrees to maintain the insurance coverage provided in the Agreement.

l. Notification of Breach. Associate shall notify the County within twenty-four (24) hours, and shall provide written notice no later than forty-eight (48) hours of any suspected or actual breach of security, intrusion or unauthorized disclosure of PHI and/or any actual or suspected disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies, and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

m. Expenses. Any and all expenses incurred by Associate in compliance with the terms of this Addendum or in compliance with the HIPAA Regulations shall be borne by Associate.

n. No Third Party Beneficiary. The provisions and covenants set forth in this Agreement are expressly entered into only by and between Associate and the County and are intended only for their benefit. Neither Associate nor the County intends to create or establish any third party beneficiary status or right (or the equivalent thereof) in any other third party nor shall any other third party have any right to enforce or enjoy any benefit created or established by the provisions and covenants in this Agreement.

3. Audits, Inspection and Enforcement. From time to time, after reasonable notice, upon any breach of this Addendum by Associate, the County may inspect the facilities, systems, books and records of Associate to monitor compliance with this Addendum. Associate shall promptly remedy any violation of this Addendum and shall certify the same to the County in writing. The fact that the County inspects, or fails to utilize its right to inspect, Associate's facilities, systems, books, records, and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does the County's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate to remedy such breach, constitute acceptance of such practice or a waiver of the County's enforcement rights under this Addendum.

4. Termination.

a. Material Breach. A breach by Associate of any provision of this Addendum, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by the County. [45 CFR § 164.504(e)(3) and 45 CFR § 164.314(a)(2)(i)(D)]

b. Termination for Cause - Reasonable Steps to Cure Breach. If the County recognizes a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum and does not terminate the Agreement pursuant to Section 4a, above, the County may provide an opportunity for Associate to end the violation or cure the breach within five (5) days, or other cure period as may be specified in the Agreement. If Associate does not cure the breach or end the violation within the time period provided, the County may immediately terminate the Agreement.

c. Judicial or Administrative Proceedings. The County may terminate the Agreement, effective immediately, if (i) Associate is named as a defendant in a criminal or administrative proceeding for a violation of HIPAA, or (ii) a finding or stipulation that Associate has violated any standard or requirement of the HIPAA Regulations (or other security or privacy law) is made in any administrative or civil proceeding.

d. Effect of Termination. Upon termination of the Agreement for any reason, Associate shall return or destroy as directed by the County all PHI, including but not limited to ePHI, received from the County (or created or received by Associate on behalf of the County) that Associate still maintains in any form. This provision shall also apply to County PHI that is in the possession of subcontractors or agents of Associate. Associate shall retain no copies of such PHI or, if return or destruction is not feasible, Associate shall provide to the County notification of the conditions that make return or destruction infeasible, and shall continue to extend the protections of this Addendum to such information, and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 CFR § 164.504(e)(2)(ii)(I)]

5. Indemnification. Associate shall indemnify and hold harmless the County and its officers, employees, trustees, agents, and instrumentalities (the indemnified parties) from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, trustees, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Addendum by Associate or its employees, agents, servants, partners, principals, or subcontractors. Associate shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of any of the indemnified parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Associate expressly understands and agrees that any insurance protection required by this Addendum, or otherwise provided by Associate, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the indemnified parties as herein provided. This paragraph shall survive the termination of the Agreement.

6. Limitation of Liability. Nothing in this Addendum shall be construed to affect or limit the County's sovereign immunity as set forth in Florida Statutes, Section 768.28.

7. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to the security and privacy of PHI, including electronic data, are rapidly evolving and that

amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that the County must receive satisfactory written assurance from Associate that Associate will adequately safeguard all PHI that it receives or creates pursuant to this Agreement. Upon the County's request, Associate agrees to promptly enter into an amendment to the Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Regulations or other applicable laws. The County, in addition to any other remedies including specific performance, may terminate the Agreement upon five [5] days' written notice in the event Associate does not enter into said amendment to the Agreement providing assurances regarding the safeguarding of PHI that the County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA Regulations. Notwithstanding Associate's failure to enter into an amendment, Associate shall comply with all provisions of the HIPAA laws.

b. Amendment of Appendix C. In addition to amendments described in 7a above, Appendix C may otherwise be modified or amended by written mutual agreement of the parties without amendment of the remainder of this Agreement.”

8. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under this Agreement, available to the County at the County's convenience upon reasonable notice, at no cost to the County, to testify as witnesses, for document production, or otherwise, in the event of litigation or administrative proceedings being commenced against the County, its trustees, officers, agents or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy, except where Associate or its subcontractor, employee or agent is a named adverse party.

9. Effect on Agreement. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect. In the event of any conflict between this Addendum and Agreement, this Addendum shall control.

10. Interpretation. This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and applicable Florida laws. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

11. Jurisdiction. Any litigation between the parties regarding the terms of this Addendum shall take place in Miami-Dade County, Florida.

Appendix D

Milestone Acceptance Form

Deliverable Title: _____

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 and _____. This document constitutes full acknowledgment by the County 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 Description

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: _____

Appendix E
Software Escrow

Groupware Technologies, Inc. is the owner of certain Provide® Enterprise client and system software and data models (the "Software"). Groupware entered into an arrangement with Contegix / Blackmesh Inc. (the "Hosting Provider") to host the Software. The undersigned, more fully identified as "Licensee" in the attached executed Order Form, has entered into agreements with Groupware for use of the hosted Software and to be a beneficiary of Groupware's Software source code escrow upon certain events (the "Release Events"). By entering into this Captured Content Release, Licensee hereby elects to also receive a copy of Licensee's hosted data in Groupware's proprietary format from the Hosting Provider upon a Release Event.

Nature of Captured Content

"Captured Content" means Licensee's data in a form readable and operable by Groupware's proprietary system Software and viewable and editable using Groupware's proprietary client Software. Upon a release, Hosting Provider shall furnish Licensee with the Captured Content as of the Hosting Provider's most recent full back-up of the hosted Software.

Conditions of Release of Captured Content:

- Upon a final determination under the escrow agreement among Groupware, Licensee, and the escrow agent that Licensee will receive a source code copy of the Software, Licensee may request its Captured Content from the Hosting Provider; and
- Upon receiving the request, Hosting Provider will immediately contact Groupware for verification. If Groupware is not reachable or responsive within two business days, Licensee may provide written confirmation of the Software release from the escrow agent as verification and Hosting Provider will release the Captured Content to Licensee.

General Description of Environment and Executable Files at Hosting Provider to be Accessed to Release Captured Content to Licensee:

[TO BE COMPLETED BEFORE SIGNING]

[Signatures and Contact Information on Following Page]

Notices to Licensee should be sent to:

Notices to Hosting Provider should be sent to:

Company: _____
 Address: _____

 Name: _____
 Title: _____
 Telephone: _____
 Fax: _____
 E-mail: _____

Company: _____
 Address: _____

 Name: _____
 Title: _____
 Telephone: _____
 Fax: _____
 E-mail: _____
 P.O. #: _____

Licensee: _____
 Signed by _____
 Printed Name _____
 Title _____
 Date _____

Groupware Groupware Technologies, Inc.
 Signed by _____
 Printed Name Bret Ballinger
 Title President/CEO
 Date _____

Hosting Provider: Blackmesh LLC DBA Contegix

Signed by _____
 Name _____
 Title _____
 Date _____

Licensee Registration Form - Groupware SourceHarbor Harborflex Escrow Agreement

The undersigned entity, more fully identified as "Licensee" in the attached, executed Order Form, hereby elects to become a beneficiary of that certain SourceHarbor Harborflex Escrow Agreement dated November 30, 2005 (the "Escrow Agreement") between Groupware Technologies, Inc. (for purposes of this Escrow Participation Agreement, "Licensor") and NCC Group, Inc., formerly known as SourceHarbor, Inc. (the "Escrow Agent") pursuant to the terms of this Licensee Escrow Participation Agreement (including the attached and any future Order Form and effective when such Order Form(s) are executed by Licensee and Escrow Agent).

AGREEMENTS

1. The parties hereby amend the Escrow Agreement in the following sections:

Section 3.1 Release Events(s): The following shall be the Release Events applicable to Licensee under the Escrow Agreement:

a) Licensor agrees in writing to release of the Escrow Deposit to Licensee; or

b) (i) Licensor fails to do business in the Ordinary course for more than 30 days, which materially prevents Licensor from performing its obligations to Licensee with respect to maintenance and support of the Software pursuant to a then-effective Provide Enterprise Software License and Support Agreement (the "Provide Agreement") between Licensee and Licensor; and (ii) no successor company has agreed to assume Licensor's obligations to Licensee; or

c) Unless prohibited by law, the filing of a petition by or against Licensor for relief under the United States Bankruptcy Code; a general assignment for the benefit of creditors by Licensor; the appointment of a general receiver or trustee in bankruptcy for Licensor's business or property; or action by Licensor under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation. However, the occurrence of the described events in this Section 3.1 c) shall not apply if, within 30 days thereafter, Licensor (including its receiver or trustee in bankruptcy) provides assurances, reasonably satisfactory to Licensee, of Licensor's continuing ability and willingness to fulfill all of its material obligations under the Provide Agreement.

2. Licensee shall review and choose the specific escrow services that Licensee desires from the listing set forth on the attached Order Form. Licensee understands and agrees that Licensee will be responsible for all fees for the selected services and for payment of such fees to Escrow Agent as set forth in this Escrow Participation Agreement including on any Order Form executed by Licensee (including any subsequent invoices).

[Signatures and Licensee Contact Information on Following Page]

Licensor hereby enrolls Licensee (Licensee Client # [redacted] to the following Escrow Deposit account(s):

Deposit Account Name:

Escrow Number:

[redacted] (NCC to
[redacted] complete yellow areas)

Notices to Licensee should be sent to:

Invoices to Licensee should be sent to:

Company: _____

Company: _____

Address: _____

Address: _____

Name: _____

Name: _____

Title: _____

Title: _____

Telephone: _____

Telephone: _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

P.O. #: _____

Licensee:

Licensor Groupware Technologies, Inc.

Signed by _____

Signed by _____

Printed Name _____

Printed Name Bret Ballinger

Title _____

Title President/CEO

Date _____

Date _____

NCC Group, Inc.	Contact Info:
Signed by _____	FAO Finance Department, 123 Mission Street, Suite 900, San Francisco, CA 94105
Name _____	
Title _____	phone: 678-381-2757 fax: +1 (415) 974 6399
Date _____	e-mail: escrowordersus@nccgroup.trust



ORDER FORM <small>(Please complete where applicable after consultation with an Escrow Account Manager)</small>
To avoid delays please ensure that all parts of this form have been completed before returning to NCC Group.
This Order Form is only for use by Licensees who have entered into a License Escrow Participation Agreement with Groupware Technologies, Inc. and serves as an attachment to Schedule E - Licensee
NCC Group cannot commence work until we have received commitment to payment. Please therefore ensure that you have completed the payment details in Section 6.

Section 1 -- Please tick the party who will be responsible for payment of the following fees when they become due and payable	Licensor	Licensee
Initial fee (including non-standard fee where applicable)		
Annual fee(s)		
Release fee		
Section 2 -- Agreement Details		
Agreement type (e.g. single licensee, multi licensee etc.)		
Name of Material to be deposited (e.g. s/w package name)		
Estimated frequency of deposits		
Estimated size of deposits		
Section 3 -- Licensor Details		
Full legal company name (including "Inc." / "LLC" / "LP" etc.)		
Principal place of business		
State of Incorporation		
Correspondence Address (if different to PPB)		
Main Contact Name	Job title	
Phone	e-mail	
Escrow Live Contact Name	Job title	
Phone (must be mobile number for one-time activation code)	e-mail	
Finance Contact Name	Job title	
Phone	e-mail	
Section 4 -- Licensee Details		
Full legal company name (including "Inc." / "LLC" / "LP" etc.)		
Principal place of business		
State of Incorporation		
Correspondence Address (if different to PPB)		
Main Contact Name	Job title	
Phone	e-mail	
Escrow Live Contact Name	Job title	
Phone (must be mobile number for one-time activation code)	e-mail	
Finance Contact Name	Job title	
Phone	e-mail	

Section 5 - Please indicate the services which are being ordered				
Fee type	Description of fees	Price	Qty	Cost
Initial Agreement Set-Up	For any Single Licensee or Multi Licensee Agreement payable before commencement of work.	\$2,050		\$
Initial Agreement Set-Up (Multi Licensee Deposit Account and Multi Licensor Agreement)	For any Multi Licensee Deposit Account Agreement or a Multi Licensor Agreement, payable before commencement of work.	\$2,710		\$
Additional fee for extensive negotiation of the escrow agreement	The abovementioned initial fees include 2 hours of negotiation should any changes be made to the escrow agreement. If more than 2 hours of work is required, an additional \$1050 fee will be charged.	\$1,050		\$
Deposit Account Set-up (Deposit Account)	For setting up any additional Deposit Account under an existing Deposit Account Agreement. Payable upon signature of Appendix 1.	\$660		\$
Annual Fee ** (Single Licensee, Information Escrow, Multi Licensor, Multi Licensee)	Agreement annual fees, payable on order of agreement and thereafter in advance of each anniversary.	\$1,910		\$
Annual Fee ** (Multi Licensee Deposit Account Agreement)	Payable per Deposit Account upon receipt of Appendix 1 under the Agreement and thereafter in advance of each anniversary.	\$1,600		\$
Licensee Registration Annual Fee (Multi Licensee or Multi Licensee Deposit)	Licensee enrolment and subsequent years' annual fee. Payable on signature of agreement and thereafter in advance of each anniversary.	\$820	1	\$
Media File Review Fee	Per deposit, payable on signature of agreement or on approval of fees when the agreement is live.	\$2,000		\$
Virtual Machine Media Check Fee (per deposit)	Per deposit, payable on signature of agreement or on approval of fees when the agreement is live.	\$2,000		\$
Deposit Review Fee	Material to be deposited under the escrow agreement is collected, media checked and audited by NCC Group. Payable upon commencement of the Verification Services.	\$8,150 + expenses		\$
Entry Level Verification Service Fee	Entry Level Verification Service which ensures that the deposited source code can be built into the latest working application. Payable upon commencement of the Verification Services.	\$18,950 + expenses		\$
Independent Build Verification Fee	Entry Level Verification conducted at NCC Group's premises in an independent, clean environment. Payable upon commencement of the Verification Services.	\$21,950		\$
User Assured Verification Fee	Bespoke software assurance that encompasses an Entry Level Verification at both the Licensor's and Licensee's site. 50% payable upon commencement of each Entry Level Verification Service.	\$31,950 + expenses		\$
Indicate the calendar month in which you require any ordered testing services to be carried out.				
Licensee / Licensor termination fee (Multi Licensee/Licensor)	Payable upon termination of an individual Licensor/Licensee's participation in the Escrow Agreement.	\$75		\$
Account Termination Fee	Covers all termination activities including termination notice and administrative duties related to winding up of account. Due upon notice of Termination.	\$275		\$
Release	Payable per licensee on release request.	\$525 + Expenses		\$
Assignment Agreement / Variation Agreement Fee	One time fee payable before commencement of work.	\$500		\$
Please Note: <ul style="list-style-type: none"> Credit card payment methods are available on request. Prices are effective from January 1st 2019 to December 31st 2019 ** For Staggered Release agreements an annual fee will also be payable by the Distributor 			T o t a l	\$820
Section 6 - Payment Details				
Invoice (please quote official Purchase Order number)		PO No:		
Check attached (please make payable to "NCC Group Escrow Associates LLC")		Check No:		
The signing and/or submission of this form to NCC Group allows NCC Group to commence work on this order and commits the person or company noted below to paying the fees set out in the 'Cost' column above when they are indicated as being due in the 'Description of fees' column above.				
Name				

Licensee Signature		Date	
Position		Licensee Company	
If the Invoicing address is different from above, please indicate:			
Name			
Address			

Appendix F
Enterprise Hosting and Data Management Agreement

Annual Provide® Enterprise Hosting and Data Management Agreement

This Annual Provide® Enterprise Hosting and Data Management Agreement (this "Agreement") is entered into as of the ____ day of _____, 20____, ("Execution Date") by and between Groupware Technologies, Inc., a Wisconsin corporation ("Groupware"), and the undersigned entity ("Licensee").

RECITALS

A. Groupware is the owner of all rights, including the copyright, in and to certain computer programs for use in care management including, but not limited to, software that is presently distributed under the trademark Provide® Enterprise (the "Software"), and Groupware and Licensee have entered into a separate Provide® Enterprise Software License and Support Agreement dated _____ (the "License and Support Agreement") under which Licensee purchased certain support services for the Software; and

B. Licensee wishes to secure certain hosting and related monitoring, management, and data services (as further set forth in this Agreement, the "Hosting Services") through Groupware.

AGREEMENTS

In consideration of the Recitals and the mutual agreements that follow, the parties agree as follows:

- 1) **Definitions.** Capitalized terms not defined in this Agreement shall have the meanings set forth in the License and Support Agreement.
 - a) "Licensee's Data" and "Licensee's Database" means the data that Licensee enters and otherwise provides to Groupware in connection with Licensee's Use of the Software under the License and Support Agreement between Licensee and Groupware; for clarity, Licensee Data does not include the System Software.
 - b) "System Software" means Groupware's proprietary relational database management system, data models, application program interfaces, stored procedures, configuration data, and all other program elements and code developed by Groupware and accessed and used by Licensee when Licensee uses the Client Software.
 - c) "Captured Content" means Licensee Data in a form that is readable and operable by Groupware's proprietary System Software and that is viewable and editable using Groupware's proprietary Client Software.
 - d) "Site" means the third-party data hosting location identified by IP addresses Groupware designates as for Licensee from time-to-time.

- 2) **Term.** The term of this Agreement shall commence on the Execution Date, continue for one year, and renew for additional one-year terms, so long as Licensee timely pays all Fees due under this Agreement, and any and all other undisputed fees due under any other written agreements between the Parties (the "Term").

3) Hosting Services.

- a) Implementation. Beginning on the Execution Date or such later implementation date as the parties agree in writing, Groupware shall furnish the Hosting Services set forth in this Section 3) to Licensee.
- b) Security Environment. Hosting infrastructure and related services at the Hosting Center will be provided in a SOC 2 Type 2 audited, FedRAMP-certified data center. Groupware (directly and via its contracted hosting provider) will have access to the Site infrastructure, including physical devices and/ or the operating system software, to perform System Software functions and administration.
- c) Access Options. Groupware will assign private IP addresses for the Licensee's servers at the Site. Groupware offers Licensee the following access options (as agreed in writing with Licensee and for the Fees set forth in Schedule A):
- i) Secure access to three secure Provide® Enterprise databases (Production, Test/Training and Development) on a Microsoft SQL Server in Groupware's private cloud environment via TLS 1.2 encrypted data on TCP/IP Port 1433, with the following Licensee Database / System Software access options that the Licensee authorizes Groupware to support:
 - (i) Access over the public internet via Site-to-Site VPN;
 - (ii) Access via Client Two-Factor VPN connections; or
 - (iii) Access via Whitelisted trusted source IP addresses.
 - ii) Secure access to a Provide® Enterprise Web Server on a Microsoft IIS Server with three versions (Production, Test/Training and Development) of each portal that Licensees has Groupware implement for clients and/or providers, utilizing one of the following access methods:
 - (i) Access over the public Internet via SSL on TCP/IP Port 443 using strong authentication (User Name, Password, and Security Question/Answer); or
 - (ii) Access integrated with Licensee's Single Sign-on using SAML 2.0.
- d) Site Monitoring and Management. Groupware shall, directly or through its hosting service provider, furnish the following Site monitoring and management services:
- i) Maintain Licensee's Database (Including related web sites, and warehousing of scanned Images and file attachments) by monitoring activity and size, and updating indexes, and moving the Licensee's Database when necessary to ensure smooth and optimal performance;
 - ii) Monitor server performance to ensure that the server is performing optimally;
 - iii) Ensure and monitor the installation of upgrades and service patches to Microsoft Windows Server and Microsoft SQL Server software when available from Microsoft; and

- iv) Coordinate the installation of upgrades to the Provide® Enterprise System Software as they become available from Groupware.
- e) Backup and Business Continuity. Groupware shall, directly or through its hosting service provider, furnish the following backup and business continuity services:
- i) Full system backups of the Site, including the Licensee's Database, taken once every 24 hours. Backups contain the Software's entire file system and, therefore, allow full "bare metal" restore, single file restore, and anything in between. Backups are stored on disk at the same datacenter as the Site servers and retained for 30 days. Additional backups are replicated every 24-hours to a secondary, remote datacenter and retained for 30 days.
 - ii) Groupware's Microsoft SQL instances have nightly full backups of all databases at 11 PM Eastern US; retained on local disk for 3 days. Transaction log backups for all SQL databases are done every 15 minutes between the hours of 6AM-9PM Eastern US. These backups are retained on local disk for 3 days. SQL backups written to local disk are captured during system backups as defined above and kept for 30 days.
- f) Security Audit. Groupware shall ensure the following security audit services are performed; however, Groupware does not ensure or warrant that any monitoring, management, or security procedures under this Agreement will identify all intrusions or ensure the availability of the Hosting Services:
- i) Monthly credentialed vulnerability scanning;
 - ii) Annual penetration testing conducted by a third-party accredited 3PAO organization;
 - iii) Additional penetration testing at Licensee's request as coordinated with Groupware and at Licensee's expense;
 - iv) Third-party data center services under this Agreement furnished by a SOC 2 Type 2 audited and FedRAMP certified hosting provider;
 - v) Annual SOC 2 Type 2 audit of Groupware's internal controls by a third-party organization;
 - vi) Optional Site-to-Site VPN services available for dedicated secure connections between Licensee and/or Licensee provider networks/sites and the Site (as agreed in writing with Licensee and for the Fees set forth in Schedule A);
 - vii) Optional multi-factor authentication services for end user workstation connectivity to the Site (as agreed in writing with Licensee and for the Fees set forth in Schedule A); and
 - viii) As needed, secure FTP Services for periodic Licensee Data transfers (as agreed in writing with Licensee and for the consulting service Fees set forth set forth in Schedule A for consulting services to setup each third-party data exchange implemented for Licensee).
- g) Additional Services. If Licensee desires additional services, such as design, programming, installation, or other software or computer related services, it may request Groupware to provide such services. If Groupware shall provide such services, such services shall be available

by entering into a Professional Services Work Authorization and a Professional Services General Terms and Conditions Agreement for the Fees set forth in such authorization and agreement.

4) Fees and Payment.

a) Basic Hosting Services.

- i) The annual fees for Groupware's basic Hosting Services, which include storage and bandwidth, shall consist of a non-refundable, annual fee as set forth on Schedule A (the "Annual Recurring Fees"). On the Execution Date and at each anniversary thereof, Licensee shall pay to Groupware the Annual Recurring Fees. No Hosting Services shall be available to Licensee until such time as the Fees are paid. Fees shall be payable on the terms set forth on the invoice.
- ii) If Licensee has Groupware furnish and host a Web Portal for clients (patients) and/or providers to have access to the Software, Licensee shall pay Groupware the Annual Web Portal Fees set forth in Schedule A.
- iii) Collectively, the Fees set forth in this Section 4 a (ii) and (iii) shall be referred to as the "Annual Recurring Fees".

b) Periodic Services.

- i) Licensee shall pay Groupware Periodic Fees (as defined in Section 4)b)v), below and, collectively with the Annual Recurring Fees, the "Fees". No Hosting Services shall be available to Licensee until such time as the Fees are paid. Fees shall be payable on the terms set forth on the invoice.
- ii) Site-to-Site VPN Setup Fees for each Site-to-Site VPN Setup between a Licensee location and the Site shall be a one-time non-refundable setup fee as set forth in Schedule A.
- iii) Two Factor VPN Fees for each client VPN established shall be an annual fee as set forth in Schedule A, pro-rated to the remaining annual Term and due when the VPN Client is established.
- iv) Consulting Services Fees to develop and implement third-party data exchanges or other configuration changes or report writing shall be as set forth in Schedule A; All data exchanges must be estimated by Groupware and be approved by Licensee before being developed and implemented by Groupware.
- v) The amounts set forth in this Section 4 b shall be referred to as the "Periodic Fees".

- c) Licensee's Requirements. Licensee is solely responsible for purchasing, installing, and maintaining, at its cost and expense, any third-party software and hardware necessary for Licensee's workstations to access the Site and Use the System Software and access Licensee's Data, other than the software and hardware in Groupware's hosted server-side environment.

- d) Changes to Fees. The fee amounts of each of the Annual Recurring Fees and Periodic Fees shall remain in effect for a period of five years from the Execution Date. After such time, the Fees shall be subject to change as at the sole discretion of Groupware.
- 5) Service Level Agreement. Groupware shall guarantee uptime and provide support for the Hosting Services as set forth in the attached Schedule B.
- 6) Site Relocation. If Groupware determines that it is necessary to change the server location of the Licensee's Hosting Services to another data center, Licensee will cooperate in good faith to facilitate such relocation. Any new data center will have similar features and infrastructure that materially meets or exceeds that of the previous server location. Groupware will use commercially reasonable efforts, in cooperation with Licensee, to minimize any interruption to the Hosting Services.
- 7) Termination and Effect of Termination.
- a) This Agreement may be terminated by either party upon written notice to the other party if the other party materially breaches any of its terms and conditions and fails to cure such breach within 30 days of the date of notice of the breach, or, if the breach cannot be reasonably cured in 30 days, fails to initiate cure within 30 days and fails to continuously and diligently work to cure the breach until the breach is cured. If the Agreement is terminated pursuant to this Section 7a, termination shall be effective upon expiration of the 30 day-cure period.
- b) Either party shall have the right to terminate this Agreement immediately if (i) the other party makes any assignment of its business for the benefit of creditors; (ii) a receiver, trustee in bankruptcy, or similar officer is appointed to take charge of all or part of the other party's property; (iii) the other party files a petition in bankruptcy, or an involuntary petition in bankruptcy filed against it that is not dismissed within 60 days; or (iv) the other party is adjudged bankrupt, provided, however, that the other party may assume this Agreement and in accordance with the provisions of 11 U.S.C. 365(b).
- c) This Agreement shall automatically terminate upon any termination of the License and Support Agreement.
- d) Immediately upon termination or expiration of this Agreement:
- i) Licensee's ability to access the Site and Licensee's Database will be disabled.
- ii) Promptly upon Licensee's request, Groupware shall return or otherwise make available to Licensee the then-current Licensee Data:
- (1) Within 10 Business Days of termination, Groupware will (x) transfer to Licensee or its designee via Secure FTP a copy of the Licensee Data in the form of an encrypted Microsoft SQL Server database backup, and (y) guide Licensee in decrypting and restoring the Licensee Data on their own SQL Server. Only Licensee Data elements and descriptions of the data will be furnished. No System Software or any and all other data models, proprietary information, or intellectual property of Groupware will be provided.

- (2) Alternate file formats and media delivery of the Licensee Data may be possible upon request but may incur Professional Services fees.
- iii) If Licensee terminates under Section 7b or for breach if Groupware is unable or unwilling to support the Software, then Licensee will have rights to access the Software source code and receive the Captured Content, only if all of the following are true at the time of the termination:
- (1) Licensee is the beneficiary of Groupware's Software escrow agreement (as set forth in the License and Support Agreement); and
 - (2) Licensee is a party to the Captured Content Release arranged by Groupware with its hosting provider; and
 - (3) The event giving rise to the termination is determined to be a release event under such escrow agreement.
- e) After termination or expiration of this Agreement, if Licensee desires to again receive Hosting Services through Groupware, Licensee must enter into a new Hosting Services agreement at Groupware's then-current fees.
- 8) Captured Content Services.
- a) Upon a release of the Software to Licensee pursuant to the escrow arrangement described in the License and Support Agreement Licensee shall also receive a copy of the Captured Content, as set forth in the Captured Content Release arrangement among Groupware, Licensee, and Groupware's hosting provider
 - b) Upon Licensee's receipt of the Captured Content, Groupware grants to Licensee a license to use the Captured Content to continue operation of the Software in Licensee's (or its hosting provider's) hosting environment. Licensee may not distribute, sell, or sublicense the Software or any derivative thereof or make any use of the Captured Content whatsoever except for such internal use as is necessary to maintain and support the Licensee's use of the Client Software and System Software for the remainder of the Term.
- 9) Proprietary Rights.
- a) Except as set forth in this Section 9 a, as between Licensee and Groupware, Licensee's Data is and shall remain the sole and exclusive property of Licensee, including all applicable Intellectual and other proprietary property rights in Licensee's Data. Nothing in this Agreement shall be constructed as conveying any rights in Licensee's Data to Groupware. Pursuant to this Agreement, Groupware shall arrange for the storage of all Licensee Data on Groupware's server and on one backup data storage device. Licensee hereby grants to Groupware a non-exclusive license, during the Term, to reproduce Licensee Data on such server and data storage device for the sole and exclusive purpose of enabling Licensee to use such Licensee Data in connection with Licensee's Use of the Software.

- b) Licensee agrees that Groupware is and shall remain the sole and exclusive owner of all right, title, and interest in and to the Software, including, for clarity, the System Software and any and all updates, configurations of, revisions to, and derivative works of the Software, whether or not requested or suggested by Licensee, and to all intellectual property rights in the forgoing. The only rights Licensee obtains in the Software are those access rights specifically granted to Licensee's Registered Users in the License and Support Agreement.
- 10) Warranty. GROUPWARE DOES NOT WARRANT THE PERFORMANCE OF, OR RESULTS THAT MAY BE OBTAINED BY UTILIZING, THE HOSTING SERVICES. GROUPWARE DOES NOT WARRANT THE PERFORMANCE OF, OR RESULTS THAT MAY BE OBTAINED BY THE USE OF, ANY SYSTEM SOFTWARE PROVIDED HEREUNDER. OTHER THAN THOSE WARRANTIES SPECIFICALLY SET FORTH IN THIS AGREEMENT, GROUPWARE MAKES, AND LICENSEE RECEIVES, NO WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND GROUPWARE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 11) Disclaimer of Liability. UNDER NO CIRCUMSTANCES SHALL GROUPWARE BE RESPONSIBLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR OTHER SIMILAR DAMAGES OR LOST PROFITS ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, EVEN IF GROUPWARE OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF GROUPWARE TO LICENSEE RELATING TO OR ARISING FROM THE HOSTING SERVICES FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER IS FURTHER LIMITED TO THE LESSER OF THE AMOUNT OF DIRECT DAMAGES WHICH ARE PROVEN OR THE FEES PAID BY LICENSEE TO GROUPWARE UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE DATE OF THE INCIDENT GIVING RISE TO THE CLAIM.
- 12) Waiver. The failure of either party to enforce any of the provisions of this Agreement shall not be construed to be a waiver of the right to enforce such provision at a later time or to enforce any of the other provisions of this Agreement.
- 13) Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties relating to the hosting of the Software. Any conditions, definitions, warranties, or representations with respect to any of the terms or conditions shall bind neither of the parties hereof other than as expressly provided in this Agreement. A writing signed by the party against whom the enforcement thereof is sought may only modify this Agreement.
- 14) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

15) Notices. All notices shall be in writing and shall be considered given and received in all respects (i) when hand delivered, (ii) when sent by electronic means that provides a written record, (iii) when sent by registered or certified mail, return receipt requested or (iv) when delivered via overnight courier service, in each case to a party at the address for notice as set forth opposite such party's signature hereto. A party may change its notice address at any time by notice to the other party in the manner provided herein, but each party may have only one address for notices at a time.

Groupware Technologies, Inc.
10437 Innovation Drive, Ste. 306
Wauwatosa, WI 53226-4815

By: _____
Name: _____
Title: _____
Date: _____

XXXXXX
XXXXXX
XXXXXX

By: _____
Name: _____
Title: _____
Date: _____

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Schedule A: Fees

Provide® Enterprise Hosting and Data Management Agreement

1) Basic Hosting Services.

a) Annual Recurring Fees:

- i) \$60,000.00 per year.
- ii) Annual Web Portal Fees \$7,500.00

2) Periodic Services

a) Periodic Fees

- i) Site-to-Site VPN Setup Fees: One-time Fee of \$500.00 per Site.
- ii) Two Factor VPN Fees: Annual fee of \$228.00 for each client VPN established, pro-rated to the Term.
- iii) Consulting Services \$125.00 per hour

3) Captured Content Services

- a) Licensee shall participate in the arrangement between Groupware and its hosting services provider without additional charge.

Schedule B: Hosting Services Service Level Agreement
Provide® Enterprise Hosting and Data Management Agreement

- 1) These Service Level Agreement terms shall apply if the Site is inaccessible to Licensee's Registered Users. All other Problems shall be reported by Licensee and managed by Groupware in accordance with the Support Services terms and conditions set forth in the License and Support Agreement.
- 2) Groupware will use commercially reasonable efforts to make the Site (that is both the System Software and Licensee's Data) accessible by Licensee's Registered Users 24-hours per day, seven days per week, excluding scheduled downtime for maintenance and repair.
- 3) Groupware shall use its best efforts to minimize any Site downtime, whether scheduled or not. If downtime occurs, Groupware will work with Licensee to provide work-arounds during any unscheduled downtime. Licensee acknowledges and agrees that access to the Software is primarily needed during regular business hours Monday thru Friday, and there will not be material harm to Licensee or its clients or providers if access is disrupted briefly (less than one hour) within those hours or for sustained periods (less than 8 hours) outside of those hours.
- 4) The system backup policies set forth in this Agreement attempt to ensure that if Licensee's private server fails, the Server Software and Licensee's Data can be restored to the image from the prior full system backup within 24 hours. In addition, if a SQL server/database fails, the SQL database can be restored to the point of the last transaction log backup (typically no more than 15 minutes prior to failure) within 24 hours. If the entire primary data center fails, recovery at secondary site will be to state of last full system backup that was copied to the secondary data center within 24 hours. The parties acknowledge and agree that the failure of both the primary and secondary data centers within such 24-hour period shall be a Force Majeure event; in such an outage, Groupware shall use its best efforts to recover Licensee's Data and furnish functionality as quickly as possible.
- 5) In the event that the Site is not accessible, Groupware shall pay a compensation fee to Licensee for service downtimes in excess of 24 consecutive hours (the "Restore Window"), as follows:
 - a) For each consecutive 60-minute Service Downtime exceeding a Restore Window within a month, Groupware shall pay Licensee 5% of 1/12th of the Annual Recurring Fee (that is, prorated for one month), up to a maximum of 50% of such monthly Annual Recurring Fee amount. Payment to Licensee shall be made in the month following the qualifying Service Downtime, after Groupware's confirmation of the claimed outage through review of data center reports and documentation during the reported time period.
 - b) A qualifying Service Downtime shall not include:

- i) Scheduled repair and maintenance. Groupware will provide 36-hour advance notice to Licensee for scheduled downtime for repair or maintenance. Groupware shall perform scheduled repair and maintenance during off peak hours, if possible;
- ii) The Restore Window;
- iii) Downtime caused by failure or malfunctioning of Licensee's network or related firewalls, LAN, software, or equipment;
- iv) Downtime caused by internet connectivity or Licensee's use of the Software;
- v) An act or omission that is outside the reasonable control of Groupware (including its third-party service data center provider); for example, a cyberattack on critical infrastructure, riot, or other force majeure.

Appendix G

Enterprise Software License and Support Agreement

This Provide® Enterprise Software License and Support Agreement (this "Agreement") is made and entered into as of the ____ day of _____, 20____, (the "Execution Date") by and between Groupware Technologies, Inc., a Wisconsin corporation ("Groupware"), and the undersigned entity ("Licensee").

RECITALS

A. Groupware is the owner of all rights, including copyrights, in and to certain computer programs for use in care management, including, but not limited to Provide® Enterprise client and system relational databases, data models, and web portal, server, client and other software presently distributed under the trademark Provide® (the "Software"), together with written or printed material provided to users to explain the Software's operation and to aid in its use (the "Documentation"); and

B. Licensee wishes to have the right to use the Software and Groupware is willing to grant such right to Licensee on the terms and conditions set forth in this Agreement.

AGREEMENTS

In consideration of the Recitals and the mutual agreements that follow, the parties agree as follows:

1. **Definitions.** Capitalized terms shall have the meanings set forth in this Section 1 or otherwise defined in this Agreement.
 - a. "Client Software" means the receiving or requesting portion of the Software.
 - b. "Computer" means a single computer designed to be used by a single Individual at any one time and onto which the Client Software is loaded, directly or via the Licensee's network.
 - c. "Licensee Data" means individual's data that Licensee enters or furnishes to Groupware to be entered in the Software.
 - d. "Captured Content" means Licensee Data in a form readable and operable by Groupware's proprietary System Software and viewable and editable using Groupware's proprietary Client Software.
 - e. "Registered User" means an Individual employee, volunteer, or agent of Licensee (or of Licensee's contractors or affiliates) that is (i) authorized and permitted by Licensee to Use the Software; and (ii) for which Licensee has paid to Groupware all applicable License and Support Services Fees.
 - f. "System Software" means Groupware's proprietary relational database management system, data models, application program interfaces, stored procedures, configuration data, and all other program elements and code developed by Groupware and executed when Licensee uses the Client Software to view, request changes to, or run reports of the Licensee Data.

- g. "Use" means (i) copying the client software portion of the Software (the "Client Software") onto a Computer for data processing; (ii) copying the Client Software for archival or emergency restart purposes; and (iii) accessing the Client Software via secure authentication to view, request changes to, or run reports from, the Licensee Data in accordance with this Agreement. "Use" does not include modification of the Client Software by anyone other than Groupware or any access to the System Software other than thru Use of the Client Software.
2. Term. This Agreement shall be in effect for a period of one year beginning on the Execution Date and shall renew annually, unless earlier terminated as set forth in this Agreement.
3. License and Support Services.
- a. License Groupware hereby grants to Licensee, for so long as Licensee complies with the terms of this Agreement, a non-exclusive, non-assignable, non-transferable, limited license (without right to sublicense) to Use the Software for Licensee's internal business during the Term of this Agreement (the "License"). Licensee acknowledges that it is not entitled to Groupware's support, assistance, training, maintenance, or any other services relating to the Software, or to any enhancements or modifications to the Software which may be subsequently developed by Groupware, except as may be provided in any separate Professional Services agreements, and/or Annual Provide® Enterprise Hosting and Data Management Agreement between the parties.
- b. Support Services. For the Fees set forth in Schedule A, Groupware shall provide to Licensee the support services set forth in this Section 3b, as follows (collectively, the "Support Services"):
- i. Software Maintenance. Groupware shall provide to Licensee the enhancements, updates, and bug fixes for the Software that Groupware makes available to its customers for general release. The number and release of all enhancements and updates shall be determined by Groupware, at its discretion. Groupware shall plan and coordinate updates with Licensee. Licensee shall make best efforts to permit these updates to be applied to the Software within 120 days of release. Licensee's failure to accept an update within the 120 days may be deemed by Groupware to be a breach of this Agreement by Licensee.
- ii. Support Line / Help Desk. Groupware shall provide to Licensee the support line and help desk services as further set forth in Schedule B.
- iii. Additional Support Services. Licensee may desire occasional, common support services from Groupware, such as migration of Licensee Data into the Software, creation of Software Interfaces, or new Licensee Data upload capabilities ("Additional Support Services"). Additional Support Services shall be furnished when mutually agreed by the parties (and for the fees, if any, required by Groupware).
- c. Professional Services. If Licensee requests unique professional services that Groupware determines are not Support or Additional Support Services, such as design, programming, installation, development, or computer-related services, then the parties shall enter into a separate Professional Services schedule or agreement for such services.
- d. Rights. All products of the Support Services shall be considered to become a part of the Software and subject to all the agreements between the parties relating to the Software (for clarity, including Groupware's rights to and in all the Software).

- e. License to Use Licensee Data. Licensee acknowledges and agrees that Groupware may access the Licensee Data to furnish the Support Services and Additional Support Services, if any. Licensee hereby grants to Groupware a non-exclusive license, during the term of this Agreement, to access and use the Licensee Data in connection with the services furnished under this Agreement.

4. Restrictions on License:

- a. Under the rights granted in the License, Licensee may:
- i. install one copy of the Client Software on each Computer used by a Registered User; or
 - ii. deploy the Client Software to Registered Users' Computers via Licensee's internal network, provided that Groupware receives payment of all fees, when due, for each and every Registered User able to access the Software over that network;
 - iii. reproduce the Documentation for each Registered User;
 - iv. make one copy of the Client Software for archival purposes;
 - v. upon notice to Groupware, transfer the License and this Agreement to another entity, on the sole condition that the transferee first agrees to the terms of this Agreement in writing; and
 - vi. only exercise the License granted under this Agreement through its Registered Users.
- b. Licensee may not, and shall ensure that its Registered Users shall not:
- i. Permit Use by more individuals or on more Computers than the then-current number of Registered Users for whom Licensee has purchased access and Support Services under this this Agreement;
 - ii. use the Software for the benefit of any third party, or in any manner whatsoever other than as expressly permitted by this Agreement;
 - iii. sublicense, rent, or lease any portion of the Software;
 - iv. permit any third party to access or use the Software or disclose the Software or Documentation to any third party, except that Licensee may permit its trusted subcontractors and agents to access and Use the Software and view the products of such Use for Licensee's own internal business purposes;
 - v. permit anyone except those Registered Users acting solely in the ordinary course of Licensee's business to operate a Computer which contains the Client Software;
 - vi. reverse engineer, decompile, disassemble, modify, translate, or make any other attempt to discover the source code, data models, or other structures of the Software, or create derivative works from the Software; or
 - vii. refuse or fail to implement updates, upgrades, or a new version of the Software.
- c. Licensee must also:
- i. take all reasonable and necessary steps to protect the Software from damage, disruption, theft, use contrary to the terms of this Agreement, or the infliction of bad or illegitimate acts that adversely impact the Licensee Data or the Software (including protection of and by its applicable hosts or networks);

- ii. erase the Client Software from each Computer's memory within 120 days after Groupware's acknowledgement of termination of this Agreement; and
ensure that it and each of its Registered Users complies at all times with Groupware's Policy for Acceptable Use of the Provide® products and services as set forth at <http://www.providecm.com/dl/AcceptableUsePolicy.pdf> (If it becomes necessary for GTI to refuse service or access due to violation of the AUP, GTI will notify Licensee and provide support for GTI's decision prior to blocking such access.)
 - d. Licensee further understands that it is responsible for the acts of its agents and contractors and shall not disclose or send (and shall not permit them to disclose or send) any copy of the Software to any person or entity, on either a permanent or temporary basis, unless Licensee obtains the prior written approval of Groupware
5. Supported Third-Party Software. Groupware furnishes Support Services only for Client Software operating on Microsoft-supported versions of its Windows operating systems. As of the Execution Date, the Client Software operates only on computers running Windows 7, 8 or 10 operating systems with version 4.0 of the Microsoft .Net Frameworks. Groupware makes no warranty whatsoever with respect to the Microsoft operating system or .Net Frameworks software and undertakes no obligations with respect to them. Windows, .Net, and Frameworks are trademarks of Microsoft Corporation. If Microsoft releases a new version of Windows, Groupware shall make best efforts to ensure that Client Software is supported on the new release. If Microsoft sunsets or discontinues support for a release of Windows, Groupware does not warrant or represent that the Client Software will continue to operate on the discontinued operating system release and new releases of the Software will not be certified to run on the discontinued operating system.
6. Ownership Rights.
 - a. As between Licensee and Groupware, Licensee's Data is and shall remain the sole and exclusive property of Licensee, including all applicable intellectual and other proprietary property rights in the Licensee Data.
 - b. Licensee agrees that Groupware is and shall remain the sole and exclusive owner of all right, title, and interest in and to the Software, including, for clarity, the Client Software, System Software, and any and all changes, upgrades, and updates to, configurations of, revisions to, and derivative works of the Software, whether or not requested or suggested by Licensee, and to all intellectual property rights in the forgoing.
7. Limited Warranties.
 - a. Groupware warrants that the Software shall be free from defects for a period of 30 days following its initial delivery to Licensee. Licensee's sole remedy for a breach of this defects warranty will be replacement, and then only if requested within the warranty period.
 - b. Groupware warrants that the Software will perform, in all material respects, with its Documentation for 120 days following the Licensee's first Use. Licensee's sole remedy for a breach of this performance warranty is to have Groupware correct, within a reasonable time, any

documented and reproducible defects in the Software that cause the Software not to perform in all materials respects in accordance with its Documentation.

- c. **OTHER THAN THE WARRANTIES SPECIFICALLY SET FORTH IN THIS SECTION 7, GROUPWARE MAKES AND CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND GROUPWARE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING OR USAGE OF TRADE. THE REMEDIES PROVIDED IN THIS SECTION 7 ARE EXCLUSIVE.**
8. **Disclaimer of Liability. NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, (INCLUDING LOST REVENUES OR PROFITS) ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NEITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT WILL EXCEED THE AMOUNT OF THE FEES PAID BY LICENSEE TO GROUPWARE UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE DATE OF THE INCIDENT GIVING RISE TO THE CLAIM.**
9. **Infringement of Intellectual Property Rights. To Groupware's knowledge, the Software does not infringe any United States patent, copyright, trademark, trade secret, or other proprietary rights. Groupware shall defend and hold harmless Licensee against any judicial proceeding based upon infringement by the Software of any patent, copyright, or trademark referred to in this paragraph provided that (a) Licensee notifies Groupware of such a proceeding promptly after it is commenced, (b) Groupware has exclusive control over the defense and settlement of the proceeding, (c) Licensee provides all assistance in defense of the proceeding as Groupware reasonably requests, and (d) Licensee complies with any settlement or court order made in connection with such proceeding. If the Software is held to infringe any right referred to in this paragraph and if an injunction issues, Groupware may, in its sole discretion, (x) use reasonable efforts to obtain the necessary rights to allow Licensee's continuing Use; (y) modify the Software in such a way as to no longer be infringing; or, if (x) and (y) are not reasonably available, terminate the License and this Agreement.**
10. **License Fees. Licensee shall pay to Groupware a one-time per-user fee for each Registered User (the "Unit Price") in the amount set forth on Schedule A. The "Total Purchase Price" (Unit Price x number of Registered Users) must be paid by Licensee before beginning any Use. The number of Registered Users may be increased by Licensee by notification to Groupware and payment of the additional Total Purchase Price amount. No credit shall be given for a reduction in the number of Registered Users. Fees shall be payable as set forth on Groupware's invoice.**
11. **Support Services Fees. As consideration for the Support Services, Licensee shall pay to Groupware the amount set forth in schedule A for each Registered User as of the Execution Date (the "Annual Fee"). The Annual Fee shall be payable upon receipt of an invoice by Licensee; i.e., Initially upon execution of this Agreement and at each anniversary of the Execution Date. Licensee shall not be**

entitled to receive Support Services at any time the Annual Fee is not paid in full and as set forth on the invoice. If the number of Registered Users increases, Licensee shall pay an additional Annual Fee for each additional Registered User, pro-rated to the begin the first of the month following the registration of the Registered User by Licensee.

12. Restricted Rights.

- a. Right to use, duplication, or disclosure of the Software by a Government entity is restricted as set forth in subparagraph (b) of the Rights in Technical Data and Computer Software clause at DFARS 252227-7013 or as permitted as set forth in subparagraph (b) (2) of the Commercial Computer Software License Restricted Rights clause at 48 CFR 52.227-19, as applicable.
- b. Licensee Data may only include the personal data of individuals living within the United States and receiving services from or relating to Licensee within in the geographic boundaries of the United States (including its Territories). Licensee Data may not include the personal data of any individual that will give rise to the data protection laws, rules, or regulations of the European Union or any foreign country.

13. Confidential Information.

- a. Each of Licensee and Groupware acknowledge and agree that its Confidential Information may be disclosed to the other party (each a "recipient") during the performance of this Agreement. Recipient agrees that during the period this Agreement is in effect and for a period of five (5) years following its termination, except as expressly permitted in a writing entered into at the time of disclosure, recipient will (a) not disclose the discloser's Confidential Information to anyone except to perform the recipient's obligations under this Agreement; (b) take measures at least substantially equivalent to the measures it takes to protect its own proprietary information, but in no event less than industry standard and commercially reasonable measures, to prevent unauthorized access to discloser's Confidential Information; and (c) use the Confidential Information solely to perform the recipient's obligations under this Agreement.
- b. "Confidential Information" means any information related to or disclosed by or on behalf of either Licensee or Groupware to the other in such a manner that a reasonable person would understand it to be private, protected by intellectual property or privacy law, and non-public. Confidential Information includes, but is not limited to, the following: processes and formulas; source codes and other software; benchmark and performance test results; query and relational database designs; data models, designs; sales and other unpublished financial information; and product and business plans. For Groupware, Confidential Information includes, but is not limited to, the Software and Documentation.
- c. Confidential Information does not include information (a) independently developed by recipient without reference to the discloser's Confidential Information or review or use of the Software; (b) generally known to the public through no act or omission of recipient; or (c) obtained by recipient from any third party not owing any confidentiality obligation to the discloser. The word "disclose" and its variants include any manner of revealing information, whether by affirmative action, omissions from disclosed information, or access or exposure to information.

14. Remedies. If Licensee materially breaches Sections 4, 5, or 12, or if either party materially breaches Sections 6 or 13 (Confidentiality), money damages will not be an adequate remedy and, therefore, the non-breaching party shall be entitled to seek an injunction or similar equitable relief against such breach, without the necessity of posting any bond, in addition to any other legal or equitable remedies.
15. Waiver. The failure of either party to enforce any provision of this Agreement shall not be construed to be a waiver of the right to enforce such provision at a later time or to enforce any of its other provisions.
16. Termination and Effect of Termination.
- a. If the Licensee is dissatisfied with the Software, Licensee may terminate this Agreement at any time during the 120-day period following the Execution Date and may, at Groupware's sole discretion, receive a partial refund of certain pre-paid fees. Licensee shall comply with the return, destruction and erasure obligation set forth in Section 4.c.ii .
 - b. Either party may terminate this Agreement for any reason upon 30 days' prior written notice to the other party.
 - c. Groupware may terminate this Agreement immediately upon notice to Licensee should Licensee violate any of the confidentiality or intellectual property protection provisions of this Agreement.
 - d. Either party may terminate this Agreement upon notice to the other party if the other party materially breaches any of its terms and conditions and fails to cure such breach within 30 days of the date of notice of the breach, or, if the breach cannot be reasonably cured within 30 days, fails to initiate cure within said 30 days and fails to continuously and diligently work to cure said breach until the breach is cured. If the Agreement is terminated pursuant to this Section 16d, termination shall be effective upon expiration of the 30-day cure period.
 - e. Either party may terminate this Agreement immediately if (i) the other party makes any assignment of its business for the benefit of creditors; (ii) a receiver, trustee in bankruptcy, or similar officer is appointed to take charge of all or part of the other party's property; (iii) the other party files a petition in bankruptcy, or an involuntary petition in bankruptcy filed against it that is not dismissed within 60 days; or (iv) the other party is adjudged bankrupt, provided, however, that the other party may assume this Agreement and in accordance with the provisions of 11 U.S.C. 365(b).
 - f. If Licensee elects to be a beneficiary of an escrow participation agreement as set forth in Section 19 upon a release event under the escrow agreement, a copy of the Software source code shall be released to Licensee. In addition, if an Annual Provide® Enterprise Hosting and Data Management Agreement is in full force and effect between Licensee and Groupware, the Captured Content shall also be released to Licensee upon such event.
 - g. If any concurrent Annual Provide® Enterprise Hosting and Data Management Agreement is in effect between the parties, that agreement will automatically terminate upon the termination of this Agreement.
 - h. The expiration of this Agreement shall not affect the obligations of the parties which by their character are of a continuing nature.

17. Entire Agreement. This Agreement, including, for clarity, the terms of its Schedule A (Fees), Schedule B (Support Services), and its online AUP, sets forth the entire understanding and agreement of the parties relating to the Use of the Software. Neither of the parties shall be bound by any conditions, definitions, warranties, or representations with respect to any of the terms or conditions of this Agreement other than as expressly provided in this Agreement. This Agreement may only be modified by a writing signed by both parties.
18. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns, subject to the limitations on the transfer of Licensee's rights to the Software provided herein.
19. Escrow.
- a. Licensee may choose, upon the payment of all applicable fees, to enter into a third-party escrow participation agreement in order to become a beneficiary of the then-current Escrow Agreement between Groupware and its escrow agent. Groupware shall ensure a copy of the Software source code and Documentation (collectively, the "Deposit Material") are deposited with the Escrow Agent, including deposit of updates and changes to the Software and Documentation no less than 30 days after any material product release.
 - b. If Licensee is a beneficiary of Groupware's escrow agreement, copies of the Deposit Material transferred to Licensee pursuant to that arrangement are licensed, not sold, and Licensee receives no title to or ownership of the Software. Upon a release event upon which Licensee receives the Deposit Material, Groupware grants to Licensee a license to use the Deposit Material, provided that Licensee may not distribute, sell, or sublicense the Deposit Material or any derivative thereof or make any use of the Deposit Material whatsoever except for such internal use as is necessary to maintain and support the Licensee's instance of the Client Software and System Software for the remainder of the term of this Agreement (the "Escrow License").
20. Notices. All notices required or permitted under this Agreement must be in writing, sent to the address set forth in the signature block (below), and must be (i) hand delivered; (ii) sent by registered or certified mail, return receipt requested; or (iii) delivered via overnight courier service. Notice will be considered delivered at the time of actual delivery in person or by electronic means, three days after deposit in the mail, or one day after delivery to an overnight courier service. A party may change its address for notices at any time by notice to the other party.

{Signatures on Following Page}

Groupware Technologies, Inc.
10437 Innovation Drive, Ste. 306
Wauwatosa, WI 53226-4815

By: _____

Name: _____

Title: _____

Date: _____

XXXXXXX

XXXXXXX

XXXXXXX

By: _____

Name: _____

Title: _____

Date: _____

Schedule A: Fees
Provide® Software License and Support Agreement

A. Required: One-Time License Fees for Registered Users:

Unit Price for each Registered User:			
	Base Unit Price 1-250	\$1,200.00	
	Additional Unit Price 251+	\$0.00	
Number of Registered Users:		200	
Total Purchase Price:			
	Base Unit Price × Number of Users from 1-250	\$240,000.00	
+	Additional Unit Price × Number of Users 251+	\$0.00	
Total Purchase Price:		=	\$ 240,000.00

*Unit Price is effective for 3 years beginning on the Execution Date

B. Required: Annual Support Services Fees for Registered Users:

Annual Support Service Fee for each Registered User:	\$330.00*	
Number of Registered Users: **	200	
Total Annual Maintenance Fee as of the Execution Date	Fee × Number of Registered Users	\$ 66,000.00

* The Maintenance Fee is effective beginning on the second year of the agreement (first year is covered under the warranty period).

** The number of Registered Users may be increased at any time; the annual fee for each additional Registered User shall be pro-rated to the nearest calendar month following the month the number of Registered Users is increased

C. Optional: Software Escrow:

1. **Software Escrow Services:** By Checking this Box, Licensee elects to participate in the Software Escrow arrangement between Groupware and its Escrow Agent, which shall be effective upon the execution of a separate agreement among Licensee, Groupware, and the Escrow Agent. The annual fee is \$1,000.00.

1. **Scope of Support Services**

- a. If Licensee experiences an occurrence that impacts the availability of the Software, the functionality of the Software, or the proper operation of the Software (an "Event"), Groupware will troubleshoot, identify the issue, and make efforts to resolve any such event, in accordance with this Schedule B.

- i. Groupware will coordinate Event isolation, testing, and repair work for all Software problems within Groupware's span of control.
 - ii. Support will be furnished depending on the Event severity and in the time and manner relating to the Priority assigned by Groupware and set forth in this Schedule B.
 - iii. At the initial reporting of the Event, Licensee will provide Groupware with sufficient information for Groupware to fully understand the details to resolve the issue. The following is the standard information to be provided by the Registered User:
 - Registered User's Contact Name
 - Registered User's Contact e-mail address and telephone number
 - Description of Issue with specific examples if function related
 - Detailed description of troubleshooting performed
 - Frequency of Issue occurrence
 - Relevant application and/or device logs and sample problem files
2. Exceptions: Groupware will not be responsible Support of the following:
- a. Direct support to anyone other than the Registered Users
 - b. Licensee's network and connectivity issues, except to verify that issues are not with the Software
 - c. Determination of likely problem sources outside Groupware's span of control
 - d. Management of Event support and escalation with other parties, including Licensee or other 3rd parties
 - e. **If all of Licensee's Registered Users are unable to access the Software, please refer to the Annual Provide® Hosting and Data Management Agreement between the parties for reporting and resolution of the outage.**

3. Event Classification – Priority 1, 2 or 3

Event Priority	Description	Initial Response	Updated Response
<p>Priority 1</p>	<p>Priority 1 relates to Events that severely affect operation, maintenance and administration, and in Licensee’s reasonable opinion require immediate corrective action or are jointly viewed by Licensee and Groupware to be critical, including the following examples:</p> <ul style="list-style-type: none"> – Continuous or near continuous interruption of the Software. – A key functional component of the Software is unavailable. – A primary function of the Software being unavailable to at least 25% of the Registered Users. <p>If the scope cannot be accurately estimated at the time the Event is reported, it can be initially classified as Priority 1. The incident can be downgraded to a lower priority after investigation determines the actual scope of impact.</p>	<p>60 minutes During Normal Business Hours</p>	<p>Every 60 minutes During Normal Business Hours</p>

Event Priority	Description	Initial Response	Updated Response
Priority 2	<p>Priority 2 relates to Events that impact Licensee's ability to continue to access and use the System to support primary daily activities, including the following examples:</p> <ul style="list-style-type: none"> - Unable to document any client services in the system - Unable to save data entered in Client Profile or other activity records. - Unable to add/remove Registered Users or change security Roles <p>Groupware will work with Licensee to fix problem within 24 hours or if not possible will work to provide work arounds to Licensee's to be able to continue to access critical data to support daily operations of Licensee.</p>	4 hours During Normal Business Hours	Daily, During Normal Business Hours

Event Priority	Description	Initial Response	Updated Response
Priority 3	<p>Priority 3 relates to Events that are not Priority 1 or 2. Examples of these Events include:</p> <ul style="list-style-type: none"> - Run time issues with a report - Questions regarding report output - Questions about system navigation - Questions around business rules within the system - Issues with a data import into the system - Requests for report modifications. - Requests for field, picklist and/or keyword additions/changes. 	1 Business Day	Daily, During Normal Business Hours

4. HOW TO REPORT AN EVENT TO GROUPWARE

Event Priority	Hours of Operation and Days	Manner of Reporting Event
Priority 1 Events	Call at any Time, any Day.	<p>Telephone: 414/454-0161 x191</p> <p>Additional contact information will be provided to specific individuals at Licensee ("Key Contacts") if a response from Groupware is not received within one hour of the initial call during normal business hours</p> <p>Calls are logged into the Groupware's Support Database and assigned a priority.</p> <p>Email: provide.help@grouptech.com</p> <p>Note: Emails may not include the identifiable information of any client/patient. If the problem is related to a specific client chart, use the Provide® system assigned client unique identifier to reference it.</p>

<p>Priority 2 Events</p>	<p>Call or Email During These Business Hours on These Work Days: 7:30 a.m. to 5:30 p.m. Central Standard Time Every weekday, except all federal holidays</p> <p>Email Only Outside of the above Business Hours and Days (i.e., on Weekends and Holidays)</p>	<p>Telephone: 414/454-0161 x 191</p> <p>Additional contact information will be provided to specific individuals at Licensee ("Key Contacts") if a response from Groupware is not received within one hour of the initial call during normal business hours.</p> <p>Calls are logged into the Groupware's Support Database and assigned a priority.</p> <p>Email: provide.help@groupptech.com</p> <p>Note: Emails may not include the identifiable information of any client/patient</p>
<p>Reporting of Priority 3 Events and All Status Inquiries for Priority 1-3</p>	<p>Email at any and all days and hours, however responses to priority 3 events will only be during normal business hours.</p>	<p>Email: provide.help@groupptech.com</p> <p>Note: Emails cannot include the identifiable information of any client/patient</p>

- a) **Reporting.** GroupWare will log all reported Events into Groupware's Support Database. All Status Reports will be sent via email to the Registered User reporting the Event and logged into the Support Database. Licensee may identify one or more email accounts that should be cc'd on all Groupware Support responses.
- b) **Solutions to Problems.** If a reasonable solution to a Problem relayed to Groupware under this Schedule B cannot be arrived at within the Business Day following its delivery, Groupware will inform the Registered User posting the question and furnish daily updates of all ongoing efforts by Groupware to reach a reasonable solution. If limitations of the Software itself are the cause of a perceived problem, Groupware shall explain that to the Registered User and suggest possible solutions, if any. It is understood that problems resulting from Licensee's improper use of the Software are not covered by this Agreement.
- c) **Problems Unrelated to Software.** Problems determined by Groupware to be unrelated to the Software are not covered Support Services under the Agreement and this Schedule B. Licensee may request Groupware's assistance with resolution and, if Groupware agrees, the parties will enter into a Professional Services agreement for the work, at Licensee's expense.

Appendix H

Project Charter Document

Project Name:

Program:

Prepared By

Document Owner(s)	Agency/Role
Bret Ballinger	Groupware Technologies Inc./Contract Manager

Project Charter Version Control

Version	Date	Author	Change Description
1.0	Click here to enter a date.	Bret Ballinger	First Draft
2.0		Bret Ballinger	Final Version

Licensee Project Charter Business Lead

Date Assigned	Lead	Change Description

Note: If this Project Charter includes instructions to GTI to receive or transmit data to or from a named third party; or arrange for the receipt or transmission of data by you to or from a third party, then by signing below you are assuring GTI that the transmission of any and all such data is appropriate and proper. GTI will rely solely on your instruction. GTI will not review the nature of your or any data recipient's request. GTI will not verify the existence, manner, or sufficiency of your notifications to, or any arrangements with, any data source or recipient (including any individual client). The responsibility for obtaining any and all necessary written consents, authorizations, or releases in connection with the data transmission is solely yours.

PROJECT CHARTER PURPOSE

The purpose of this project is to

PROJECT OVERVIEW

PROJECT SCOPE

System Development

Training Needs

Paper/Electronic Document Replacement

Project Costs & Duration

PROJECT CONSTRAINTS

Project Assumptions

-

Project Risks

-

APPROVALS

Prepared by _____ Date _____

Approved by _____ Date _____

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APPENDICES

Supporting Documentation