

RESOLUTION 2018 - 317

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AN AGREEMENT BETWEEN ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS AND ST. JOHNS CARE CONNECT, INC.

WHEREAS, the Health and Human Services Department, Social Services Division, seeks to implement an automated, web-based case management system (ServicePoint); and

WHEREAS, the project was solicited and awarded under RFP 16-30; and

WHEREAS, St. Johns Care Connect, Inc. will administer the ServicePoint case management software; and

WHEREAS, the County has reviewed the terms, conditions and requirements of the agreement and determined that entering into the agreement serves the best interests of the citizens of St. Johns County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

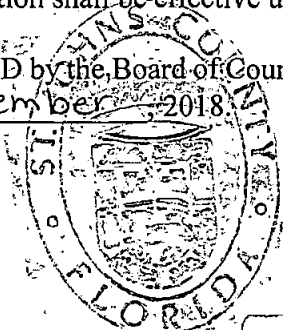
Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as findings of fact.

Section 2. The Board hereby approves the terms, conditions, and requirements of the agreement between St. Johns County Board of County Commissioners and St. Johns Care Connect, and authorizes the County Administrator, or designee, to execute the agreement on behalf of St. Johns County.

Section 3. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

Section 4. This Resolution shall be effective upon its execution.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 18 day of September, 2018.



BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Paul M. Waldron

Paul M. Waldron, Vice Chairman

ATTEST: HUNTER S. CONRAD, CLERK

By: Dan Halterman
Deputy Clerk

RENDITION DATE 9/20/18

**Agreement between
St. Johns Care Connect, Inc. And St. Johns County
ServicePoint**

This AGREEMENT is made and entered into on _____, by and between **St. Johns Care Connect, Inc.**, a non-profit organization overseeing the administration of Care Connect Information Network (CCIN) through ServicePoint and, **St. Johns County**, a political subdivision of the state of Florida, through its Health and Human Services Department.

PURPOSE:

The purpose of this Agreement is to initiate the funding processes between St. Johns Care Connect, Inc. and St. Johns County for ServicePoint, an automated web based case management system for the Health and Human Services Department (HHS) Social Services Division. The ServicePoint software contains the following functions including but not limited to:

- **Intake and Assessment:** A comprehensive and integrated software tool that collects and manages client information assessments, referrals and services needed and provided.
- **Program Tracking:** Ability to track provided services by program with the ability to manage outcome measures by program.
- **Finance and Accounting:** Payment capability from vouchers issued.
- **Reporting:** Generate standard and customized reports.
- **System Interfaces:** Ability to import/export data into local Homeless Management Information System (HMIS).
- **Security:** Meet the confidentiality requirement under Health Insurance Portability and Accountability Act (HIPAA) and encryption of sensitive data.

BINDING AGREEMENT:

Neither this Agreement nor any amendments hereto shall be binding on the parties until they have been executed by the duly authorized representatives of the parties at which time the Agreement and/or amendment shall become effective as of the indicated effective date of each.

A copy of the Master License and Services Agreement between St. Johns Care Connect, Inc. and Bowman Systems, L.L.C. is attached as Exhibit 1.

RESPONSIBILITIES OF ST. JOHNS CARE CONNECT, INC.:

St. Johns Care Connect, Inc. agrees to provide the following:

- Sublicenses for use of ServicePoint, not to exceed 20 licenses per year.
- Up to 3.5 days (28 hours) on-site training for the ServicePoint System Administrators.
- To include additional training, as needed, for the St. Johns County System Administrators for upgrades or new features to ServicePoint.
- ServicePoint System Administrators shall adhere to the Care Connect Information Network (CCIN) policies and procedures, ensuring restriction to access to HMIS via public forums (allow secure connections to HMIS data only through Public Key Infrastructure system of digital certificate or IP filtering as defined in the HMIS Data and Technical Standards) and validation of off-site storage of HMIS data (validation that off-site storage of HMIS data is secure).

YEAR of September 1, 2018 to August 31st, 2019 (\$42,475.00)

St. Johns Care Connect agrees to send one invoice to St. Johns County for expenses incurred under the ServicePoint Agreement, not to exceed a total of \$42,475.00 and based on one payment of \$42,475.00 to be paid in full upon receipt. All expenses above \$42,475.00 will require prior written approval.

Detailed invoices are attached as Exhibit 2 and Exhibit 2a.

RESPONSIBILITIES OF ST. JOHNS COUNTY:

1. Upon receipt of an invoice from St. Johns Care Connect, Inc. for expenses incurred under the ServicePoint MOU, St. Johns County agrees to issue a check to St. Johns Care Connect, Inc., in accordance with the requirements of the Local Government Prompt Payment Act.
2. To only grant access to ServicePoint in accordance with HUD and HMIS guidelines.
3. To actively monitor adherence to the Care Connect Information Network (CCIN) policies and procedures in order to safeguard client Privacy and Confidentiality.
4. Notify St. Johns Care Connect, Inc. immediately of any known violations of HUD and HMIS guidelines.

MUTUAL RESPONSIBILITIES/CONDITIONS:

- The parties will work together to ensure the successful implementation of the goals and objectives of the St. Johns Care Connect, Inc., HMIS Lead Agency for the St. Johns County Continuum of Care and St. Johns Care Connect Upon request of either party, a meeting or conference will be promptly held between representatives of St. Johns County, St. Johns Care Connect, and the St. Johns County Continuum of Care to resolve any issues.
- This Agreement shall not be deemed or construed to create any agency relationship, partnership (limited or otherwise), association, or joint venture between the parties.
- St. Johns Care Connect, Inc., and St. Johns County agree that each party shall be responsible for the liabilities of their respective agents, servants and employees.
- Any notice required to be given hereunder shall be in writing, addressed to the parties at their respective address indicated below. The following persons are to be the general contact persons for the term of this agreement:
 - For St. Johns Care Connect, Inc.:
John Eaton, Director of Community Health Improvement
Flagler Hospital, Inc.
400 Health Park Blvd.,
St. Augustine, FL 32086
1-904-819-4425
 - St. Johns County
Angie Cowling
St. Johns County Health and Human Services
200 San Sebastian View, Suite 2300
St. Augustine, FL 32084
1-904-209-6099
- This agreement shall commence on execution by both parties. This agreement may be extended for up to five (5) additional, one (1) year terms upon written request by either party. If the extension request is acceptable to the other party, then such party shall approve the extension request in writing. Nothing in this agreement shall create an obligation on the part of either party to approve an extension request.
- This Agreement constitutes the entire agreement between the parties and supersedes all agreements, promises and understandings with respect to the subject matter hereof.

GOVERNING LAW

This Agreement shall be governed by, enforced, and interpreted in accordance with the laws of the State of Florida. Venue for any legal or administrative action arising under this agreement shall be exclusively in St. Johns County, Florida.

COMPLIANCE WITH APPLICABLE LAWS

Both parties shall comply with all applicable federal, state, and local laws, rules, regulations, orders, and policies in their performance under this Agreement.

GOVERNMENTAL RESTRICTIONS

In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality of the services offered and agreed upon in writing, it shall be the responsibility of the St. Johns Care Connect, Inc to notify UWNEFL, Inc. in writing at once, indicating in the letter the specific regulation which requires alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further additional expense.

EFFECT OF TERMINATION

The parties acknowledge and agree that termination of this Agreement shall not release or discharge either party from any obligation, debt or liability which shall have previously accrued and remains to be performed upon the date of termination.

ACCESS TO RECORDS The access to, disclosure, non-disclosure, or exemption of records, data, documents, or materials associated with this Agreement shall be subject to the applicable provisions of Florida's public records law and other applicable state and federal law. Access to such records may not be blocked, thwarted, or hindered by placing such records in the possession of a third party. It is specifically understood that access to "personally identifiable information" as defined in HIPAA is controlled by, and subject to the provisions of, HIPAA.

PRIVACY POLICY

St. Johns Care Connect, Inc., and St. Johns County, will adhere to Care Connect Information Network Privacy Notice attached hereto as Exhibit 3.

ASSIGNMENT

In light of the scope and rationale for this Agreement, neither party may assign, transfer, or sell any of the rights set forth in, or associated with, this Agreement without the express written approval of the other party. Should either party assign, transfer, or sell any of the rights set forth in, or associated with, this Agreement without such prior written approval, such action shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.

CANCELLATION

Either party may terminate this Agreement with 90 days written notice to the other party. Both parties have the right to cancel this contract by submitting in writing a contract cancellation notice to either party within 90 days of anticipated cancellation.

MODIFICATION OF THIS Agreement

Both parties acknowledge that this Agreement constitutes the complete agreement and understanding between the parties. Any change, amendment, modification, revision, or extension of this Agreement (other than termination as noted elsewhere in this Agreement) shall be in writing and shall be executed by duly authorized representatives of both St. Johns Care Connect, Inc., and St. Johns County.

EFFECT OF FAILURE TO INSIST ON STRICT COMPLIANCE WITH CONDITIONS

The failure of either party to insist upon strict performance of any term, condition, provision, or requirement of this Agreement shall not be construed as a waiver of such term, condition, provision, or requirement on any subsequent occasion.

NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this Agreement shall be interpreted or construed as a waiver of St. Johns County's common law sovereign immunity or of any limitation of liability under Section 768.28, Florida Statutes.

SEVERABILITY

If any portion of this Agreement, or the application thereof, is declared void, unconstitutional, invalid, or otherwise unenforceable for any reason, such portion or application shall be severable, and the remainder of this Agreement shall remain in effect.

IN WITNESS WHEREOF; the duly authorized officers of each party have executed this Agreement, effective on the day and year first above written.

Signed by:

ST. JOHNS CARE CONNECT, INC.

*John Eaton, Director Community Health Improvement
Flagler Hospital*

Date

ST. JOHNS COUTNY

Name

Title

Date

**BOWMAN SYSTEMS, L.L.C.
MASTER LICENSE AND SERVICES AGREEMENT**

This Master License and Services Agreement (the "Agreement") is entered into as of 10/2/2017 (the "Effective Date"), by and between Bowman Systems, L.L.C., with offices at 11711 West 79th Street, Lenexa, Kansas 66214 ("Bowman"), and St. John's Care Connect, Inc. a Non-Profit with offices at 400 Health Park Blvd., St. Augustine, Florida 32086 ("Customer"). Each of Bowman and Customer may be referred to herein individually as a "Party" and together as the "Parties." The Parties agree as follows:

1. **DEFINITIONS.** Capitalized terms used herein or in any Order Form, but not defined, have the meaning in Exhibit A.
2. **LICENSED SOFTWARE.**
 - 2.1. Licensed Software. Bowman grants to Customer (a) a non-exclusive, non-transferable, license to use the Licensed Software or (b) a limited term, non-exclusive, non-transferable, license to use the Licensed Software, subject to the terms of this Agreement and the applicable Order Form. Customer represents that it has authority to bind each Customer affiliate and Licensed User to the terms of this Agreement. Customer shall be responsible for all acts and omissions of all Customer affiliates and Licensed Users.
 - 2.2. Limitations. No right to use, copy, modify, create derivative works of, adapt, distribute, disclose, decompile or reverse engineer the Licensed Software is granted, except as expressly set forth in this Agreement. Bowman reserves title to the Licensed Software and all rights not expressly granted hereunder. To the extent applicable, Customer may make copies of Licensed Software as necessary for back-up, testing and archival purposes only. Customer may not use any component of the System to provide services to third parties as a service bureau or data processor. Notwithstanding the foregoing, Customer may acquire additional Licensed Software and/or Cloud Services on behalf of their Partners, so long as contact information for all such Partners is kept up to date in the System. Customer shall remain responsible for all liabilities and obligations under this Agreement jointly and severally liable with all Partners.
 - 2.3. Scope of Use. The Licensed Software and Sublicensed Software are priced based on certain metrics (e.g. Sites, Deliverables and/or Licensed Users) as set forth in an Order Form.
3. **SERVICES.**
 - 3.1. Cloud Services. During the Cloud Services term set forth in an Order Form, Bowman shall provide Customer a non-exclusive, non-assignable, limited license to access and use the Cloud Services, solely for Customer's internal business operations and subject to the terms of this Agreement and Order Form. Customer shall be responsible for all acts and omissions of all Customer affiliates and Licensed Users.
 - 3.2. Support. Bowman shall provide the Support Services set forth in Exhibit B or in the applicable Order Form. Customer shall purchase any hardware and third party software required to use the Licensed Software or Cloud Services. Bowman is not obligated to provide Support services for Licensed Software that is not the most current or next to most current release.
 - 3.3. Professional Services. Unless otherwise set forth in an Order Form, Professional Services shall be performed on a time and materials basis at Bowman standard rates.
 - 3.4. Customer Responsibilities. Customer shall approve access for all Licensed Users to the Cloud Services, and shall prevent unauthorized access and use of the Cloud Services. Customer shall not, and shall ensure that its Licensed Users do not: (i) sell, resell, lease, lend or otherwise make available the Cloud Services to a third party; (ii) modify, adapt, translate, or make derivative works of the Cloud Services; or (iii) sublicense or operate the Cloud Services for timesharing.

outsourcing, or service bureau operations. Customer is obligated to have all Licensed Users agree, prior to accessing or using the Cloud Services, to and comply with the applicable End User License Agreements (EULA) as may be amended from time to time by Bowman, prior to End User's use or access to the Cloud Services. In the event the Cloud Services permits Customer to make a web site available to the public for members of the public to access and to use, Customer is responsible for the conduct of any person who accesses such web site. Bowman reserves the right to refuse to consent to any proposed Licensed User for any reason and to revoke any EULA, in its sole and unfettered discretion.

3.5. Suspension of Services. If (i) there is a threat to the security of Bowman's systems or the Services, or (ii) Customer's undisputed invoices are 60 days or more overdue, in addition to any other rights and remedies (including termination), Bowman may suspend the Services without liability until all issues are resolved.

4. **SUBLICENSSED SOFTWARE AND HARDWARE.** Subject to the terms and conditions of this Agreement and any Order Form, Bowman shall grant the licenses to Sublicensed Software as set forth in an Order Form. Customer agrees to purchase any Hardware set forth in an Order Form.

5. **PROPRIETARY RIGHTS.**

5.1. Ownership. Bowman or its licensor retains all right, title, and interest, in the Licensed Software, Sublicensed Software, Test Scripts, Documentation, Services, and Work Product. Bowman shall grant to Customer a non-exclusive, non-transferable license to use Work Product only for Customer's own internal purposes in connection with the Licensed Software and Services.

5.2. Restricted Rights. The Licensed Software is commercial computer software programs developed exclusively at private expense. Use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19 (b). Use, duplication and disclosure by DOD agencies are subject solely to the terms of this Agreement, a standard software license agreement as stated in DFARS 227.7202.

6. **INSTALLATION OF DESIGNATED PLATFORM.** Where applicable, Customer shall install all components of the Designated Platform, and complete all necessary diagnostic tests to ensure such installation is complete and successful.

7. **PAYMENTS BY CUSTOMER.**

7.1. Payment. Customer shall pay all Fees for the Licensed Software, System, Services and Hardware. All invoices shall be paid net 30 days following the date of the invoice. Invoices that are more than 10 days past due shall be subject to a finance charge at a rate of interest the lesser of 1.5% per month or maximum permissible legal rate.

7.2. Increase. All annual fees may be increased by Mediware once annually commencing one (1) year following the Effective Date of the applicable Order Form at a rate not to exceed 6%. Maintenance and Cloud Services fees may further be increased upon prior written notice to Customer in the event Mediware's third-party supplier increases such fees.

7.3. Expenses. Customer shall reimburse Bowman for all reasonable Customer-related travel, lodging and out-of-pocket expenses, unless such costs are included in the total fees.

7.4. Shipping Fees, Taxes. Customer shall pay all shipping charges, as well as any taxes, fees or costs imposed by any governmental body arising as a result of this Agreement. Bowman shall be responsible for taxes on its net income.

7.5. Delivery/Risk of Loss. All materials provided by Bowman to Customer hereunder are shipped FOB Bowman's carrier.

7.6. Audit. Bowman reserves the right to audit Customer's use of the System and Cloud Services, remotely or on site at a mutually agreeable time. If Customer's use is greater than contracted, Customer shall be invoiced for any unlicensed use (and related support), and the unpaid license and support fees shall be payable in accordance with this Agreement. If any increase in fees is required, Customer shall also pay the expenses associated with the audit,

8. **LIMITED WARRANTIES AND COVENANTS.**

8.1. Licensed Software Warranty. Bowman warrants that the Licensed Software shall, without material error, perform the functions set forth in the Documentation when operated on the Designated Platform in accordance with this Agreement and the Order Form during the Warranty Period.

8.2. Services Warranty. Bowman warrants that it shall perform the Services in a professional manner in accordance with the applicable Documentation.

8.3. Hardware/Sublicensed Software. Customer agrees that the manufacturers or licensors of Hardware and Sublicensed Software may provide certain warranties and other terms and conditions with respect to the Hardware and Sublicensed Software supplied to Customer under this Agreement. Bowman makes no representations or warranties concerning the Hardware or Sublicensed Software.

8.4. Remedy. Customer's sole and exclusive remedy for any breach of the warranties set forth herein or in an Order Form shall be to notify Bowman of the applicable non-conformity, in which case Bowman shall use commercially reasonable efforts to correct such non-conformity by redelivering the Licensed Software or re-performing the Services. Notwithstanding the foregoing, Bowman shall not be responsible for any non-conformity, which arises as a result of (i) any act or omission of Customer, including a failure to use the System or Cloud Services in conformance with the Documentation or Applicable Law; (ii) any person (other than Bowman) making modifications to the Designated Platform in any way without Bowman's prior written consent; or (iii) any failure of any component of Hardware, Sublicensed Software, or any Customer-supplied software, equipment or other third-party materials.

8.5. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN AN ORDER FORM, BOWMAN DISCLAIMS, ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, AND ANY

WARRANTY OF NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM TRADE PRACTICE OR COURSE OF DEALING. BOWMAN DOES NOT WARRANT THAT THE SERVICES SHALL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ALL DEFECTS SHALL BE CORRECTED, OR THAT THE LICENSED SOFTWARE OR SERVICES SHALL MEET CUSTOMER'S REQUIREMENTS.

8.6. Customer Warranty. Customer warrants that Customer (a) has the power and authority to enter into this Agreement and bind each Licensed User to the confidentiality and use restrictions set forth herein; and (b) shall use its best efforts to protect the security of the Licensed Software and Cloud Services.

9. **LIMITATION OF LIABILITY.** BOWMAN'S MAXIMUM LIABILITY FOR DAMAGES TO CUSTOMER FOR ANY CAUSE WHATSOEVER ARISING UNDER OR RELATED TO THIS AGREEMENT, IS LIMITED TO THE FEES PAID UNDER THE ORDER FORM FOR THE AFFECTED SOFTWARE OR SERVICES DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO A CLAIM. NEITHER BOWMAN NOR ITS LICENSORS SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE DAMAGES, OR LOST PROFITS, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY A THIRD PARTY AGAINST CUSTOMER. Bowman shall not be deemed to be engaged, directly or indirectly, in the practice of medicine or the dispensing of medical services, nor shall it be responsible or liable for the use, application or interpretation of any information, results or product generated by or resulting from the Licensed Software or Services or arising from the Customer's use of the Licensed Software or Services.

10. **INDEMNIFICATION.**

10.1 Bowman Indemnity. Bowman shall defend, indemnify and hold Customer and its officers, directors, and employees, harmless from and against any third party claims, suits, liabilities, obligations, judgments, and causes of action

("Third Party Claims") and associated costs and expenses (including reasonable attorneys' fees) to the extent arising out of any claim that the Licensed Software or Cloud Services infringes any currently existing United States patent or copyright, or misappropriates any trade secret, of any third party. If Customer's use of the Licensed Software or Cloud Services is finally enjoined, Bowman shall, at its sole option and expense, and as Customer's sole and exclusive remedy, either: (a) secure for Customer the right to continue to use the Licensed Software or Cloud Services; (b) replace, modify or correct such Licensed Software or Cloud Services to avoid such infringement, or (c) terminate the Agreement and refund to Customer a pro rata portion of the Licensed Software license fees amortized over a five (5) year straight line depreciated basis and any prepaid amounts for Cloud Services not yet performed. Bowman's indemnification obligations shall not apply if the Third Party Claim results from: (i) modifications of the Licensed Software or Cloud Services by Customer or third parties; (ii) use of the Licensed Software or Cloud Services with non-Bowman software or equipment; (iii) use of the Licensed Software or Cloud Services in violation of this Agreement, Applicable Law, or not in conformance with the Documentation; or (iv) use of anything other than the most current release of the Licensed Software, if the infringement could be avoided by use of the current release.

10.2. Customer Indemnity. Customer shall defend, indemnify and hold Bowman and its officers, directors, and employees harmless from and against any Third Party Claim and associated costs and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from Customer's use of the Licensed Software, Test Scripts and Cloud Services, or any claim by any party receiving services from Customer in connection with the Licensed Software or Cloud Services.

10.3. Indemnification Procedures. To be indemnified, the party seeking indemnification must: (i) give the other party timely written notice of such Third Party Claim (unless the other party already has notice); provided, however, that failure to give such notice will not waive any rights of the indemnified party except to the extent that the rights of the indemnifying party are prejudiced thereby; (ii) give the indemnifying party authority, information and assistance for the Third Party Claim's defense and settlement. The

indemnifying party has the right, at its option, to defend the Third Party Claim at its own expense and with its own counsel. The indemnified party has the right, at its option, to join in the defense and settlement of such Third Party Claim and to employ counsel at its own expense, but the indemnifying party shall retain control of the defense. The indemnifying party has the right to settle the claim so long as the settlement does not require the indemnified party to pay any money or admit any fault without the indemnified party's prior written consent, which will not be unreasonably withheld, conditioned or delayed.

11. TERM AND TERMINATION OF LICENSE AND AGREEMENT.

11.1. Term. If applicable, the term of the license to the Licensed Software and Cloud Services is set forth in an Order Form. This Agreement shall terminate when the license to all Licensed Software licensed under this Agreement terminates, all Services expire or are terminated, or sooner as provided in Section 11.

11.2. Termination. This Agreement remains in effect until all Licensed Software and Services expire or are terminated in accordance with this Agreement. Either Party may terminate this Agreement and the licenses granted herein if: (i) the other Party materially breaches this Agreement and fails to cure such breach within 60 days after receipt of written notice of the same, except in the case of failure to pay fees when due, which must be cured within 10 days after receipt of written notice from Bowman; or (ii) the other Party becomes the subject of a voluntary proceeding relating to insolvency, receivership, liquidation, bankruptcy or composition for the benefit of creditors and such petition or proceeding is not dismissed within 60 days of filing. Failure to use the Licensed Software and Updates thereto in accordance with Applicable Law is a material breach of this Agreement.

11.3. Effect of Termination. Upon termination of this Agreement, Customer shall immediately cease all use of the Licensed Software, Sublicensed Software and Cloud Services, the licenses granted and all other rights of Customer under this Agreement shall terminate and revert to Bowman. Customer shall to the extent applicable, within 10 days following such termination, return or destroy to Bowman all magnetic media or tangible items and material

containing the Licensed Software and its Documentation, all Bowman Confidential Information and certify such return or destruction in writing to Bowman.

11.4. Survival. The following sections shall survive termination or expiration of this Agreement: Articles 9, 10, 11, 12, and 14; Sections 8.4 through 8.6, as well as any obligation to pay fees arising prior to termination or expiration. In addition, restrictions on use of the Licensed Software and related obligations regarding use in conformance with laws and applicable accreditation standards shall survive as long as the license survives.

12. **CONFIDENTIAL INFORMATION**. Each Party shall (i) secure and protect the Confidential Information using the same degree or greater level of care that it uses to protect such Party's own confidential information, but no less than a reasonable degree of care; (ii) use the Confidential Information of the other Party solely to perform its obligations or exercise its rights under this Agreement; (iii) require their respective employees, agents, attorneys, and independent contractors who have a need to access such Confidential Information to be bound by confidentiality obligations sufficient to protect the Confidential Information; and (iv) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third party. Either party may disclose the other party's Confidential Information to the extent required by Applicable Law or regulation, including without limitation any applicable Freedom of Information or sunshine law, or by order of a court or other governmental entity, in which case the disclosing party shall notify the other party as soon as practical prior to such disclosure and an opportunity to respond or object to the disclosure.

13. **REGULATORY COMPLIANCE**.

13.1. General. Bowman shall make available to the Secretary of Health & Human Services or Comptroller General of the United States its books, documents, and records necessary to verify the nature and extent of the costs of those Services. Said access shall be limited to a period of four (4) years after the provision of the applicable services hereunder.

13.2. HIPAA. The parties agree to the terms of the Business Associate Exhibit that is attached hereto as Exhibit C.

14. **GENERAL PROVISIONS**.

14.1. Force Majeure. Neither Party shall be liable for any loss, damages or penalty (other than the obligation to pay money) resulting from any failure to perform due to causes beyond the reasonable control of such Party, including, but not limited to: supplier delay, acts of God, labor disputes, terrorism, war, unavailability of components, acts of governmental authorities or judicial action, or material interruption in telecommunications or utility service. The delayed party shall perform its obligations within a reasonable time after the cause for the failure has been remedied, and the other party shall accept the delayed performance.

14.2. Injunctive Relief. Customer acknowledges that any breach by Customer of Article 2 or 12 of this Agreement shall cause Bowman irreparable harm not compensable with money damages, and that in the event of such breach, Bowman shall be entitled to seek injunctive relief, without bond, from any court of competent jurisdiction.

14.3. Assignment. Neither Party shall assign its rights, duties or obligations under this Agreement without the prior written consent of the other Party and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, Bowman may assign this Agreement to an affiliate or in connection with any merger, reorganization or sale of substantially all of Bowman's assets or other change of control transaction without any consent from Customer.

14.4. Relationship of the Parties. Bowman is an independent contractor, and none of Bowman's employees or agents shall be deemed employees or agents of Customer. Nothing in this Agreement is intended or shall be construed to create or establish any agency, partnership or joint venture relationship between the Parties.

14.5. Export. Customer agrees to comply with all export and re-export restrictions and regulations of the Department of Commerce or other United States agency or authority, and not to transfer, or authorize the transfer of, the Licensed Software or the Sublicensed Software to a prohibited country or otherwise in violation of any such restrictions or regulations.

14.6. Notices. All notices, requests, demands or other communication required or permitted to be given by one Party to the other under this Agreement shall be sufficient if sent by certified mail, return receipt requested. The sender shall address all notices, requests, demands or other communication to the recipient's address as set forth on the first page of this Agreement, and in the case of Bowman, to the attention of Senior Vice President and General Counsel and in the case of Customer, to the attention of John Eaton.

14.7. Severability. If any provision of this Agreement or any Order Form adopted in connection herewith is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby and the illegal provision shall be replaced with a legal provision that encapsulates the original intent of the Parties.

14.8. Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous agreement or understandings with respect to the subject matter of this Agreement. In the event of a conflict between this Agreement and an Order Form, the Agreement shall control. This Agreement shall be construed as if both Parties had equal say in its drafting, and thus shall not be construed against the drafter. This Agreement may be modified only by a written agreement signed by all of the Parties hereto. No waiver or consent granted for one matter or incident will be a waiver or consent for any different or subsequent matter or incident. Waivers and consents must be in writing and signed by an officer of the other Party to be effective.

14.9. Limitation on Actions. Neither party may bring any action arising out of or otherwise associated with this Agreement or the rights granted

hereunder (other than failures to pay) more than two years after the cause of action accrues.

14.10. Discounts. Customer is reminded that if the purchase includes a discount or loan, Customer may be required to fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal health care program, including but not limited to Medicare and Medicaid, as required by federal law – see 42 CFR 1001.952 (h).

14.11. Purchase Orders; Acceptance of Quotes. If Customer submits its own terms in Customer's acceptance of a price quotation or in a purchase order, which add to, vary from, or conflict with the terms herein, any such terms are of no force and effect and are superseded by this Agreement.

14.12. Governing Law. This Agreement will be governed by, construed and interpreted in accordance with the laws of the State of Kansas, excluding its rules of conflicts of law. Both parties hereby consent and submit to the courts located solely in the state of Kansas.

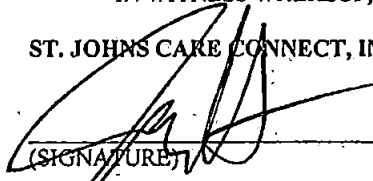
14.13. Non-Solicitation. During the term of this Agreement and for a period of one (1) year thereafter, Customer agrees not to hire, directly or indirectly, any employee or former employee of Bowman, without obtaining Bowman's prior written consent.

14.14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument. Execution may be effected by delivery of email or facsimile of signature pages, which shall be deemed originals in all respects.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

ST. JOHNS CARE CONNECT, INC.



(SIGNATURE)

Jason Barrett

(PRINT NAME)


President, St. Johns Care Connect Inc.

(TITLE)

10/2/2017

(DATE)

BOWMAN SYSTEMS, L.L.C.:



(SIGNATURE)

Robert C. Weber

(PRINT NAME)

SVP & Secretary

(TITLE)

10/3/17

(DATE)

EXHIBIT A

- a. **"Applicable Law"** means any law or regulation, or related administrative agency requirement affecting or governing the features, functionality, use, testing or Validation of any of the Licensed Software, including validation requirements affecting Regulated Licensed Software.
- b. **"Cloud Services"** means, collectively, the Bowman software as a service offering listed in an Order Form and defined in the Documentation. The term "Cloud Services" does not include Professional Services.
- c. **"Concurrent User"** means each Customer workstation able to simultaneously access the System at any given moment, for purposes of updating the System.
- d. **"Confidential Information"** means (i) the source and object code of all components of the System, (ii) the Documentation, (iii) the Test Scripts, (iv) the design and architecture of the database, (v) the terms and conditions of this Agreement, and (vi) all other information of a confidential or proprietary nature disclosed by one Party to the other Party in connection with this Agreement which is either (x) disclosed in writing and clearly marked as confidential at the time of disclosure or (y) disclosed orally and clearly designated as confidential in a written communication to the receiving Party within 7 days following the disclosure. "Confidential Information" shall not include information (a) publically available through no breach of this Agreement, (b) independently developed or previously known to it, without restriction, prior to disclosure by the disclosing Party, (c) rightfully acquired from a third party not under an obligation of confidentiality.
- e. **"Designated Platform"** means the required operating environment for the Licensed Software, including all necessary hardware and software components, specified in an applicable Order Form or Documentation.
- f. **"Documentation"** means the most recent documentation of the functional operation of the Licensed Software and Cloud Services; provided that if the Licensed Software is a product that is cleared by the FDA, Documentation means the documentation provided to the FDA in connection with the FDA Clearance.
- g. **"First Productive Use"** means the day Customer begins using any part of the System or Cloud Services in a live production environment.
- h. **"Hardware"** means any computer hardware (including, as applicable, embedded or bundled third-party software provided as a component of such hardware) identified in an Order Form to be purchased by Customer from Bowman.
- i. **"Licensed User"** means a permitted user of Licensed Software, Sublicensed Software and Cloud Services as described in the applicable Order Form.
- j. **"Licensed Software"** means the object code version of computer programs developed by Bowman listed in Section I of an Order Form, including Updates furnished to Customer by Bowman pursuant to this Agreement or any Order Form, but excluding all Sublicensed Software or third-party software.
- k. **"Order Form"** means a work authorization executed by the Parties from time to time, including the Order Forms(s) attached hereto setting forth the items being purchased by the Customer, scope of use, pricing, payment terms and any other relevant terms, which will be a part of and be governed by the terms and conditions of this Agreement.
- l. **"Partners"** means any legal entity that provides the same or similar services as Customer, whom which Customer aligns with to achieve synergies in the provision of such services. For the avoidance of doubt, such Partner may or may not be an affiliate, subsidiary, or otherwise under common control with Customer. However, Customer shall remain responsible for all obligations and liabilities of such Partners under this Agreement jointly and severally.

- m. "Professional Services" means, collectively, the implementation, installation, data conversion, validation, or training services provided by Bowman under or in connection with this Agreement.
- n. "Program Error" means an error or bug preventing the Licensed Software from operating in accordance with the Documentation in all material respects.
- o. "Services" means the Cloud Services, Professional Services and the Support Services set forth in an Order Form.
- p. "Site" means each of the Customer facility or facilities specified in an Order Form and for whom Customer (a) owns at least 50%, or (b) has the right to determine management direction.
- q. "Support Services" shall mean the services to keep the Licensed Software in working order and to sustain useful life of the Licensed Software, including Updates and specified in an Order Form.
- r. "Sublicensed Software" shall mean those programs provided to Bowman by a third party, which Bowman sublicenses to Customer hereunder, for use with the Licensed Software, as specified on an Order Form, and any Updates thereto provided to Customer by Bowman under the terms of this Agreement.
- s. "System" shall mean the Licensed Software (all or less than all of the Licensed Software) and Sublicensed Software, if any, and any Updates thereto.
- t. "Test Scripts" means Bowman's test scripts designed by Bowman to assist in Customer's Validation of certain Regulated Licensed Software.
- u. "Update" means any error corrections, bug fixes, enhancements, and/or new features to the Licensed Software or Test Scripts that Bowman makes generally commercially available to its customers who have a current Maintenance and Support Agreement. Updates do not include modules, scripts or software that Bowman prices or markets separately.
- v. "Validation" means the procedure performed by Customer to validate the Licensed Software pursuant to certain rules and regulations promulgated by the Food and Drug Administration.
- w. "Warranty Period" means twelve months from the execution of the applicable Order Form, unless a different period is set forth in an Order Form.
- x. "Work Product" means any technology, documentation, software, procedures developed, conceived or introduced by Bowman in the course of Bowman performing Services, whether acting alone or in conjunction with Customer or its employees, Licensed Users, affiliates or others, designs, inventions, methodologies, techniques, discoveries, know-how, show-how and works of authorship, and all United States and foreign patents issued or issuable thereon, all copyrights and other rights in works of authorship, collections and arrangements of data, mask work rights, trade secrets on a world-wide basis, trademarks, trade names, and other forms of corporate or product identification, and any division, continuation, modification, enhancement, derivative work or license of any of the foregoing.

EXHIBIT B
SUPPORT TERMS

1. Bowman Customer Support Service Level Agreement Guidelines (SLA)

The Bowman Support SLA guidelines are based on support case priority levels which are driven by business impact to the Bowman user community, and provide guidance to the Customer Support team with regard to response timeframes.

1.1 Support Case Priority Tracking and Response Guidelines

The priority level of a support case is determined based on the business impact to the user community, or affected users and groups. After setting the support case priority, automated triggers and reporting from the Bowman case tracking system become available to Bowman Support Team and management on each case entered into the Bowman Customer Relationship Management system. The case priority tracking levels, their definition, and guidelines for response can be found in the table below.

Priority Level	Priority Level Description	Initial Response Timeframe
Medium	Low business impact, minor operational issue or question, product or operational questions, product issue which a reasonable workaround exist, training questions, or enhancement suggestion; resolution not required for continuity of customer's operation	Within 2 Days during operating hours
High	One or more features do not seem to be working as designed; workarounds may be available, timely resolution will prevent manual process or lost business value.	Within 1 Day during operating hours
Urgent	Urgent business impact, solution is not functioning at an acceptable level for the majority of users; customer's operation is being seriously impacted, OR may refer to a request where resolution is key to a business critical time-sensitive task. Session Disconnects may be included in this category.	Within 6 hours during operating hours
Critical	Mission Critical Business Impact, solution is completely unavailable or unresponsive; the customer's operation is severely impacted.	Within 2 hours, during operating hours

* If multiple customers are impacted, mass communication will be sent in lieu of individual responses.

** The above are "guidelines" only for case SLA performance, and response may vary on a case-by-case basis. Guidelines are subject to change over time.

2. Protocol for Accessing Bowman Support

Bowman's support team provides telephone, email, and Internet-based support. All customer inquiries are logged as cases in Bowman's Support Center CRM system and assigned unique identification numbers for tracking.

The Bowman Customer Support Team includes Customer Support Specialist (CSSs).

The Bowman Customer Support Team will provide support help in many areas, such as answering user questions, logging system enhancement requests, handling patch and update notifications, and providing assistance in troubleshooting problems.

2.1 Bowman Customer Support Hours of Operation

Bowman Customer Support is open Monday – Friday, 8 AM – 7 PM ET (excluding Company Holidays).

2.2 Contact and Case Creation Methods

The Bowman Customer Support Team business processes and data recording utilize the support case record. All assistance provided is recorded in the case as it is tracked through the various stages to completion. Bowman advises customers to always create a support case whenever a response is needed from Bowman Customer Support.

Bowman offers three methodologies to create support cases:

1. Bowman Customer Support Portal
2. Email – BOW-support@mediware.com
3. Phone Support - 844-213-8780 Ext 2

2.2.1 Bowman Customer Support Portal

The Bowman Customer Support Portal is an automated solution for system administrators to manage support tickets. The portal provides system administrators an online tool to create and manage cases with the Bowman Customer Support team. Bowman Customer Support uses customer information provided through the portal to understand and effectively respond to customer needs, streamline and simplify support efforts, improve customer satisfaction, and improve abilities to manage Bowman support requests in a timely and effective manner. Through the portal, system administrators have around-the-clock access to real-time status of their submitted support cases.

2.2.2 Phone: 1-844-213-8780 (toll-free)

Bowman provides toll-free telephone-based support to customers, recognizing that not all incidents are easily communicated by online case entry alone. Phone support is suggested for situations where customers have difficulty articulating a need via the Customer Portal or if they need to speak directly to a support representative during business hours. Bowman Customer Care Analysts answer incoming calls as designated in a queue to facilitate user responsiveness.

2.3 Remote Session Sharing Tools

Bowman also provides a collaborative, web-based access tool to allow sharing of desktops between support representatives and end users during phone conversations. This ability to demonstrate and view enables Bowman to provide an interactive support experience that further contributes to an interactive customer experience. In addition to walking through illustrative examples and results of their analyses, the support team can use the tool to shadow customer user sessions to further understand the question or problem under consideration. This tool enables the support team to:

- Accelerate diagnosis and problem solving.
- Troubleshoot issue on customer hardware and solutions when needed.
- Provide real-time analysis while a problem is occurring.
- Demonstrate product features when appropriate.

2.4 After Hours Case Submission Support

The Bowman Customer Support Portal, email support, and phone-based case reporting (to voice message) are all available methods to log cases after hours. 24 x 7, Customers can use the portal to report/view support cases, and may report cases via the portal, email, and phone methodologies. Bowman Customer Support will follow-up on cases submitted after-hours during normal business hours.

Bowman also has 24/7 monitoring of the entire hosting infrastructure and responds to critical alerts after hours. This service is only available to our hosted customers.

EXHIBIT C
BUSINESS ASSOCIATE EXHIBIT

BACKGROUND

- A. Covered Entity and Bowman have entered into a certain License Agreement dated 10/2/2017 (such agreement is the "Agreement"), pursuant to which Covered Entity has licensed software from Business Associate and Business Associate provides implementation, maintenance, support and other services to Covered Entity.
- B. Covered Entity possesses Protected Health Information that is protected under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and the regulations promulgated thereunder by the United States Department of Health and Human Services (collectively, "HIPAA"), and is permitted to use or disclose such Protected Health Information only in accordance with HIPAA and the Regulations.
- C. Business Associate may have access to and may receive Protected Health Information from Covered Entity in connection with its performance of services to under the Agreement.

TERMS

1. **Definitions.** All capitalized terms used but not otherwise defined in this BAA shall have the same meaning as those terms in the Regulations.
 - a. Business Associate shall mean Bowman Systems, LLC.
 - b. Covered Entity shall mean Customer.
 - c. Individual shall have the same meaning as the term "individual" in § 160.103 of the Regulations and shall include a person who qualifies as a personal representative in accordance with § 164.502(g) of the Regulations.
 - d. Regulations shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C; 45 CFR Sec. 164.314, and the Health Information Technology for Economic and Clinical Health Act (HITECH), as it directly applies, as in effect on the date of this BAA.
 - e. Protected Health Information shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
 - f. Required by Law shall have the same meaning as the term "required by law" in § 164.103 of the Regulations.
 - g. Secretary shall mean the Secretary of the Department of Health and Human Services or his/her designee.
2. **Obligations and Activities of Business Associate.**
 - a. Business Associate agrees to comply with the requirements of the Privacy and Security Rules directly applicable to Business Associates through the HITECH Act.
 - b. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this BAA, the Privacy and Security Rules, the Agreement, or as required by law. Such disclosures shall be consistent with the "minimum necessary" requirements of the Regulations.
 - c. Business Associate agrees to use appropriate safeguards to protect against the use or disclosure of the Protected Health Information other than as provided for by this BAA or the Agreement.
 - d. Business Associate agrees to mitigate, to the extent reasonably practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this BAA.
 - e. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by the BAA of which it becomes aware.

- f. Business Associate shall notify Covered Entity of a breach of the Privacy Rule relating to the impermissible use or disclosure of Protected Health Information provided to the Business Associate for purposes of carrying out its obligations under the Agreement. Unless otherwise required by law or agreed to by the parties, it shall be the responsibility of Covered Entity to communicate with affected individual(s), the Secretary and the media information regarding the unintended use or disclosure.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same or similar restrictions and conditions that apply through this BAA to Business Associate with respect to such information.
- h. If Business Associate maintains Protected Health Information in a Designated Record Set for Covered Entity, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner reasonably designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under § 164.524 of the Regulations. In the event a request for access is delivered directly to Business Associate by an Individual, Business Associate shall as soon as possible, forward the request to Covered Entity.
- i. If Business Associate maintains Protected Health Information in a Designated Record Set for Covered Entity, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to § 164.526 of the Regulations at the request of Covered Entity or an Individual, and in the time and manner reasonably designated by Covered Entity. In the event a request for amendment is delivered directly to Business Associate by an Individual, Business Associate shall as soon as possible, forward the request to Covered Entity.
- j. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner reasonably designated by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Regulations.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with § 164.528 of the Regulations.
- l. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner reasonably designated by Covered Entity, information collected in accordance with Section 2(k) of this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with § 164.528 of the Regulations. In the event a request for accounting is delivered directly to Business Associate by an Individual, Business Associate shall as soon as possible, forward the request to Covered Entity.

3. Permitted Uses and Disclosures by Business Associate

- a. Except as otherwise limited in this BAA, Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity in connection with the BAA and any other agreements in effect between Covered Entity and Business Associate, including without limitation the provision of software implementation and support services, provided that such use or disclosure would not violate the Regulations if done by Covered Entity.
- b. Except as otherwise expressly limited in this BAA, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- c. Except as otherwise expressly limited in this BAA, Business Associate may disclose Protected Health Information for disclosures that are Required By Law, or if Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- d. Except as otherwise expressly limited in this BAA, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).
- e. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

4. Termination.

- a. Except as otherwise provided herein, this BAA shall terminate upon termination of the Agreement.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate of this BAA, Covered Entity may:
 - 1. Provide a reasonable opportunity for Business Associate to cure the material breach or end the material violation and if Business Associate does not cure the material breach or end the material violation within a reasonable time, Covered Entity may terminate this BAA and the provisions of the Agreement that require or permit Business Associate to access Protected Health Information;
 - 2. If Business Associate has breached a material term of this BAA and cure is not possible, immediately terminate this BAA and the provisions of the Agreement that require or permit Business Associate to access Protected Health Information; or
 - 3. If neither termination nor cure is feasible, report the violation to the Secretary.

If Cover Entity breaches, Business Associate may terminate this BAA and any Underlying Agreement 30 days after written notice.

c. Effect of Termination.

- 1. Except as provided in paragraph (2) of this section, upon termination of this BAA, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- 2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. In such event, Business Associate shall extend the protections of this BAA to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. Except as provided herein, any termination of the maintenance program or provisions of the Agreement that permit Business Associate to access Protected Health Information shall not affect the parties other obligations or rights under the Agreement.

5. Obligations of Covered Entity.

- a. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- b. Covered Entity shall notify Business Associate of any changes in or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
- c. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's user or disclosure of protected health information.
- d. Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR part 164 if done by Covered Entity.

6. **Electronic Data Security.** Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains or transmits to or on behalf of Covered Entity as required by the Regulations. Business Associate further agrees to ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it. Business Associate agrees to promptly report to Covered Entity any security incident of which it becomes aware.

7. **Miscellaneous.**

- a. Changes to Regulations. If the Regulations are amended in a manner that would alter the obligations of Bowman as set forth in this BAA, then the parties agree in good faith to negotiate mutually acceptable changes to the terms set forth in this BAA.
- b. Survival. The respective rights and obligations of Business Associate under Section 4(c) of this BAA shall survive the termination of this BAA.
- c. Minimum Necessary. Covered Entity shall only provide a minimum amount of Protected Health Information necessary for the Business Associate to satisfy its obligations under the Agreement.
- d. Interpretation. Any ambiguity in this BAA shall be resolved to permit compliance with the Regulations.
- e. Incorporation. Except for Covered Entity, no third party may rely on the terms, conditions, rights, remedies or obligations hereunder. The terms of this BAA are fully incorporated in and subject to the terms of the Agreement.

**BOWMAN SYSTEMS, LLC
ORDER FORM**

This Order Form ("Order") is dated as of 10/2/2017, 2017 ("Effective Date") between **St. Johns Care Connect, Inc.** with offices at 400 Health Park Blvd., St. Augustine, Florida 32086 ("Customer") and **Bowman Systems, LLC**, with offices at 11711 West 79th Street, Lenexa, Kansas 66214 ("Bowman") for the products and services set forth herein. This Order is subject to and hereby incorporates the terms and conditions of the Master License and Services Agreement entered into between the parties, dated 10/2/2017 ("Agreement"), except to the extent explicitly identified in this Order.

This Order consists of the following Attachments:

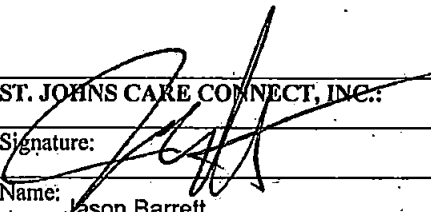
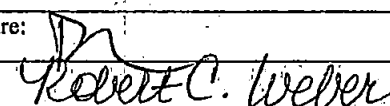
- Attachment 1 – Term and Payment Terms
- Attachment 2 – Pricing
- Attachment 3 – Additional Terms
- Attachment 4 – Professional Services

Any questions or changes to this Order, please contact Marsha Blankenship or Patrick Lynch at 318-213-8780.

Ordering Procedure:

Scan or fax this signed Order to Bowman's Contracts Department as follows:

Marsha.Blankenship@mediware.com and/or Shannon.Basinski@mediware.com
Fax: (913) 307-1111

ST. JOHNS CARE CONNECT, INC.:		BOWMAN SYSTEMS, LLC.:
Signature: 		Signature: 
Name: Jason Barrett		Name: Robert C. Weber
Title: President, St. Johns Care Connect, Inc.		Title: SUP. & Secretary
Date: 10/2/2017		Date: 10/3/17

**ORDER FORM
ATTACHMENT 1
SCOPE OF USE, TERM AND PAYMENT TERMS**

1. Scope of Use - Quantity: The Licensed Software or Cloud Services is subject to the scope of use limits - quantity set forth on Attachment 2. Customer may purchase additional scope for Licensed Software or Cloud Services through the license admin page. Customer agrees to be responsible for such additional purchases and shall pay such additional fees within 30 days.

2. Term:

Cloud Services Term: The Cloud Services are provided for an initial one-year term, beginning on the Effective Date of this Order (the "Initial Term"). CLOUD SERVICES AUTOMATICALLY RENEW FOR SUCCESSIVE ONE-YEAR TERMS (EACH A "RENEWAL TERM" AND COLLECTIVELY WITH THE INITIAL TERM THE "TERM"), UNLESS TERMINATED BY EITHER PARTY UPON WRITTEN NOTICE TO THE OTHER 90 DAYS PRIOR TO THE END OF THE THEN CURRENT TERM. In the event Cloud Services are allowed to lapse (other than for breach by Bowman) and is later reinstated, Customer shall be required to pay charges for all months that Cloud Services lapsed, including appropriate late charges

3. Payment Terms. All fees due under this Order shall be paid as follows:

Cloud Services: Customer shall pay the Cloud Services fees annually, in advance, on the Effective Date, and on each anniversary of such date, every year thereafter.

Professional Services: Customer agrees to pay 100% of the professional services fees on the Effective Date.

a. One-Time Fee: Customer shall pay 100% of the one-time fees on the Effective Date.

b. Increases: All annual fees may be increased by Bowman once annually commencing one (1) year following the Effective Date of the Order at a rate not to exceed 5%. Cloud Services fees may further be increased upon prior written notice to Customer in the event Bowman's third party supplier increases such fees.

Please provide your accounts payable or billing contact information.

Name: John Eaton
Title: Director of Community Health Improvement
E-mail: John.Eaton@flaglerhospital.org
Phone:

Please check one of the boxes below regarding your sales tax status:

Exempt

Non-Exempt

If "Exempt" is checked above; Customer is required to provide the appropriate certificate to Mediware upon Execution of this Order. Failure to provide could result in sales tax charges.

**ORDER FORM
ATTACHMENT 2
PRICING**

ServicePoint License Count Summary		
Item	Quantity - HMIS	Quantity - St. Johns County
ServicePoint User License *	40	20
ServicePoint - Reporting User - Premium (AdHoc) *	2	2
ServicePoint - Reporting User - Basic (Report Viewer) *	38	18
ServicePoint - Code Set User - ICD/CPT	0	20

One-Time Fees				HMIS		SJC	
Qty. HMIS	Qty. SJC	Per Unit Price	Item	One-Time	Annual	One-Time	Annual
1	0	\$6,000	ServicePoint - Implementation Package with Data Import	\$6,000	\$ -	\$ -	\$ -
7	0	\$1,650	Client Services - Onsite Training	\$11,550	\$ -	\$ -	\$ -
Total One-Time Fees:				\$17,550	\$ -	\$ -	\$ -

Cloud Service Fees Billed on a Per License Basis				HMIS		SJC	
Qty. HMIS	Qty. SJC	Per Unit Price	Item	One-Time	Annual	One-Time	Annual
40	20	\$100	ServicePoint - Software Maintenance, Enhancement and Customer Support (up to 24 Support hours/year) (Includes AIRS Taxonomy)	\$ -	\$4,000	\$ -	\$2,000
40	20	\$200	ServicePoint - User Hosting Fee (Includes SSL Certificate)	\$ -	\$8,000	\$ -	\$4,000
40	20	\$33	ServicePoint - Database Encryption Tier 2 Annual Per User	\$ -	\$1,320	\$ -	\$660
0	20	\$27	ServicePoint - Code Set User - ICD/CPT	\$ -	\$0	\$ -	\$540
2	2	\$64	ServicePoint - Reporting User - Premium (AdHoc) Fee (Four Premium Licenses allowed at this rate.)	\$ -	\$128	\$ -	\$128
38	18	\$64	ServicePoint - Reporting User - Basic (Report Viewer) Fee	\$ -	\$2,432	\$ -	\$1,152
40	20	\$11	ServicePoint - Reporting User Bandwidth Fee	\$ -	\$440	\$ -	\$220
Total Cloud Service Fees Billed on a Per License Basis:				\$ -	\$16,320	\$ -	\$8,700

Cloud Service Flat Fees				HMIS		SJC	
Qty. HMIS	Qty. SJC	Per Unit Price	Item	One-Time	Annual	One-Time	Annual
1	0	\$0	ServicePoint - Training Site (Waived Year One only - Year Two Optional at \$3,150/yr.)	\$ -	\$0	\$ -	\$ -
1	0	\$5,000	ServicePoint Module - Eligibility	\$ -	\$5,000	\$ -	\$ -
1	0	\$7,500	ServicePoint Module - FundManager	\$ -	\$7,500	\$ -	\$ -
Total Cloud Service Flat Fees:				\$ -	\$12,500	\$ -	\$ -

**ORDER FORM
ATTACHMENT 2
PRICING**

Sub-Total One-Time and Cloud Service Fees	\$17,550	\$28,820	\$	\$8,700
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GRAND TOTAL FEES (Year One - Includes One-Time and Annual Fees)				\$55,070
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* Unlimited additional user licenses may be added to the system. For additional licenses, the following fees apply:

Recurring Cloud Service Fees:

ServicePoint - Software Maintenance, Enhancement and Customer Support: \$100/license/year

ServicePoint - Hosting User Fee: \$ 200/license/year

ServicePoint - Database Encryption Annual Fee: \$33/license/year

ServicePoint - Reporting User - Premium Fee (Over allowable Qty.): \$170/license/year

ServicePoint - Reporting User - Basic Fee: \$64/license/year

ServicePoint - Reporting User Bandwidth Fee: \$11/license/year

PLEASE NOTE: A Basic (Report Viewer) license must be purchased with each ServicePoint License.

**ORDER FORM
ATTACHMENT 3
ADDITIONAL TERMS**

None

**ORDER FORM
ATTACHMENT 4
PROFESSIONAL SERVICES**

ServicePoint - Implementation Package with Data Import

Client Services - Onsite Training - 7 days