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## Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer  
Jennifer Blake, Executive Director, Special Education and Health Services

**Meeting Date** 12/15/2021

**Subject** Services Agreement 2021-2022 and Business Associate Agreement - Continuum Cloud dba Welligent – Special Education Department

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**Ask of the Board**  Approve Services Agreement  
 Ratify Services Agreement

**Services** Provision of an Electronic Health Records (EHR) system for the Health Services Department to maintain student health records (e.g. medical orders, procedures charting, incident reporting, treatment action plans) and to ensure HIPAA compliance in the storage and access of personally-identifiable health information.

**Term** Start Date: 7/1/2021 End Date: 6/30/2022

**Not-To-Exceed Amount** \$80,000.00

**Competitively Bid** No

**In-Kind Contributions** N/A

**Funding Source(s)** Funding Resource 0000/General Funds from 968/Health Services Budget

**Background** OUSD's Health Services Department performs a variety of functions to support the health and safety needs of our students with health conditions. Currently, the district has no EHR system and relies on paper charting. This

system does not sufficiently protect student confidentiality and can result in necessary paperwork being damaged, lost or destroyed. The Welligent EHR system will provide digital, HIPAA-compliant storage and access of all student-level health records to ensure consistent and quality service for students who require medical procedures at school.

**Attachment(s)**

- Services Agreement 2021-2022
- Business Associate Agreement
- Certificate of Insurance

## SERVICES AGREEMENT 2021-2022

This Services Agreement ("Agreement") is a legally binding contract entered into between the Oakland Unified School District ("OUSD") and the below named entity or individual ("VENDOR," together with OUSD, "PARTIES"):

Continuum Cloud, DBA Welligent

The PARTIES hereby agree as follows:

1. **Term.**

- a. This Agreement shall start on the below date ("Start Date"):

7/1/2021

If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.

- b. The work shall be completed no later than the below date ("End Date"):

6/30/2022

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

2. **Services.** VENDOR shall provide the services ("Services") as described in #1A and #1B of **Exhibit A**, attached hereto and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of **Exhibit A** whether and how its services would be able to continue.

3. **Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are

aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.

- b. OUSD may evaluate **VENDOR** in any manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of **VENDOR**, each of **VENDOR**'s employees, and each of **VENDOR**'s subcontractors, and (ii) announced and unannounced observance of **VENDOR**, **VENDOR**'s employee(s), and **VENDOR**'s subcontractor(s).
4. **Inspection and Approval.** **VENDOR** agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the **Services** performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the **Services**. In accordance with Paragraph 8 (Compensation), the **Services** performed by **VENDOR** must meet the approval of OUSD, and OUSD reserves the right to direct **VENDOR** to redo the **Services**, in whole or in part, if OUSD, in its sole discretion, determines that the **Services** were not performed in accordance with this Agreement.
5. **Data and Information Requests.** **VENDOR** shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the **Services** are provided. **VENDOR** shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to **VENDOR** in writing otherwise, based on OUSD's determination that the **Services** are not related to community school outcomes. If and when **VENDOR**'s programs and school site(s) change (either midyear or in subsequent years), **VENDOR** shall promptly update the information in the database.
6. **Confidentiality and Data Privacy.**
  - a. OUSD may share information with **VENDOR** pursuant to this Agreement in order to further the purposes thereof. **VENDOR** and all **VENDOR**'s agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the **Services**,



- provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.
- b. **VENDOR** understands that student data is confidential. If **VENDOR** will access or receive identifiable student data, other than directory information, in connection with this Agreement, **VENDOR** agrees to do so only after **VENDOR** and OUSD execute a separate data sharing agreement.
- (i) If **VENDOR** is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement ("CSDPA") or CSDPA Exhibit E (available here).
  - (ii) If **VENDOR** is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement (available here).
  - (iii) Notwithstanding Paragraph 28 (Indemnification), should **VENDOR** access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, **VENDOR** shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
- c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Agreement.
7. **Copyright/Trademark/Patent/Ownership.** **VENDOR** understands and agrees that all matters produced under this Agreement, excluding any intellectual property that existed prior to execution of this Agreement, shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by **VENDOR**, its employees, or its subcontractors in

connection with the Services performed under this Agreement. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this Agreement without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

8. **Compensation.** OUSD agrees to pay VENDOR for satisfactorily performing Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in **Exhibit A**.

- a. The compensation under this Agreement shall not exceed:  
**\$80,000.00**

This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

- b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
- c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.

- d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.
  - e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.
9. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
10. **Invoicing.** Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.
- a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).
  - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
  - c. Invoices must be submitted monthly, and within 30 days of the conclusion of the applicable billing period, unless otherwise agreed. OUSD reserves the right to refuse to pay untimely invoices.



- d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
- e. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services are provided in-person or not.
- f. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

#### **11. Termination.**

- a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
- b. Due to COVID-19. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if a shelter-in-place (or similar) order due to COVID-19 is issued or is in effect during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
- c. For Cause. Either PARTY may terminate this Agreement by



giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.

- d. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

12. **Legal Notices.** All legal notices provided for under this Agreement shall be sent via email to the email address set forth below and shall be either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

### **OUSD**

Name: Joshua R. Daniels  
Site/Dept: Office of General Counsel  
Address: 1000 Broadway, Suite 300  
City, ST Zip: Oakland, CA 94607  
Phone: 510-879-8535  
Email: [ousdlegal@ousd.org](mailto:ousdlegal@ousd.org)

### **VENDOR**

**Name:** Andy McCraw  
**Title:** Chief Strategy Officer  
**Address:** 5005 Colley Ave  
**City, ST Zip:** Norfolk, VA  
**Phone:** 757-213-5980  
**Email:** amccraw@continuumcloud.com

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

**13. Status.**

- a. This is not an employment contract. **VENDOR**, in the performance of this Agreement, shall be and act as an independent contractor. **VENDOR** understands and agrees that it and any and all of its employees shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. **VENDOR** shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to **VENDOR**'s employees.
- b. If **VENDOR** is a natural person, **VENDOR** verifies all of the following:
  - (i) **VENDOR** is free from the control and direction of OUSD in connection with **VENDOR**'s work;
  - (ii) **VENDOR**'s work is outside the usual course of OUSD's business; and
  - (iii) **VENDOR** is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If **VENDOR** is a business entity, **VENDOR** verifies all of the following:
  - (i) **VENDOR** is free from the control and direction of OUSD



- in connection with the performance of the work;
- (ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;
- (iii) the contract between OUSD and VENDOR is in writing;
- (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
- (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
- (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the services;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

#### **14. Qualifications and Training.**

- a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will performed the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.

- b. **VENDOR** represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply, if **VENDOR** was selected, at least in part, on such representations and warrants.
15. **Certificates/Permits/Licenses/Registration.** **VENDOR's** employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.
16. **Insurance.**
  - a. **Commercial General Liability Insurance.** Unless specifically waived by OUSD as noted in **Exhibit A**, **VENDOR** shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against **VENDOR**. The policy shall protect **VENDOR** and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
  - b. **Workers' Compensation Insurance.** Unless specifically waived by OUSD as noted in **Exhibit A**, **VENDOR** shall procure and



maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

**17. Testing and Screening.**

- a. **Tuberculosis Screening.** Unless specifically waived by OUSD as noted in **Exhibit A**, **VENDOR** is required to screen employees who will be working at OUSD sites for more than six hours. **VENDOR** agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, **VENDOR** agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, **VENDOR** shall obtain an x-ray of the lungs. **VENDOR**, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.
- b. **Fingerprinting/Criminal Background Investigation.** Unless specifically waived by OUSD as noted in **Exhibit A**, for all **VENDOR** employees, subcontractors, volunteers, and agents providing the Services, **VENDOR** shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. **VENDOR** confirms that no employee, subcontractor, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1. **VENDOR** shall provide the results of the investigations and subsequent arrest notifications to OUSD.

Waivers are not available for **VENDORS** whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.

- c. **VENDOR** shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUUSDPartner>) finger-printing and subsequent arrest notification services.

- d. **VENDOR** agrees to immediately remove or cause the removal of any employee, representative, agent, or person under **VENDOR**'s control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide **VENDOR** with a basis or explanation for the removal request.
- 18. Incident/Accident/Mandated Reporting.**
- a. **VENDOR** shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. **VENDOR** shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. **VENDOR** shall bear all costs of compliance with this Paragraph.
  - b. To the extent that an employee, subcontractor, agent, or representative of **VENDOR** is included on the list of mandated reporters found in Penal Code section 11165.7, **VENDOR** agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.
- 19. Coronavirus/COVID-19.**
- a. Through its execution of this Agreement, **VENDOR** declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
  - b. To the extent that **VENDOR** provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), **VENDOR** agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state



- authorities that would prevent VENDOR from providing Services in person.
- c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to VENDOR possible COVID-19 exposure.
  - d. VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
  - e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
20. **Assignment.** The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
21. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status,

pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

22. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
23. **Waiver.** No delay or omission by either PARTY in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.
24. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
25. **Conflict of Interest.**
  - a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
  - b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
  - c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions,



VENDOR agrees it shall notify OUSD in writing.

26. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, VENDOR certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
27. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph 8 (Compensation). Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.
28. **Indemnification.**
- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this Agreement. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this Agreement. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject

any legal representation that **VENDOR** proposes to defend **OUSD Indemnified Parties**.

- b. To the furthest extent permitted by California law, **OUSD** shall indemnify, defend, and hold harmless **VENDOR**, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("**VENDOR Indemnified Parties**") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of **OUSD's** performance of this Agreement. **OUSD** shall, to the fullest extent permitted by California law, defend **VENDOR Indemnified Parties** at **OUSD's** own expense, including attorneys' fees and costs.
29. **Audit.** **VENDOR** shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of **VENDOR** transacted under this Agreement. **VENDOR** shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. **VENDOR** shall permit **OUSD**, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that **OUSD** shall give reasonable prior notice to **VENDOR** and shall conduct audit(s) during **VENDOR'S** normal business hours, unless **VENDOR** otherwise consents.
30. **Litigation.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
31. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. **VENDOR** agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this

Agreement, the terms and provisions of this Agreement shall govern.

32. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both PARTIES.
33. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
35. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.
36. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.
37. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and



the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

38. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
39. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
40. **Signature Authority.**
  - a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
  - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
  - a. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or



incomplete or are in final or draft form.

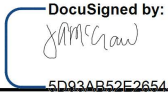
41. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

**VENDOR**

Name: Andy McCaw

Signature:  5D93AB52E285433

Position: Chief Strategy Officer

Date: 9/22/2021

*One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.*

**OUSD**

Name: Jennifer Blake

Signature: 

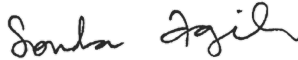
Position: Enter OUSD signatory position

Date: 9/27/2021

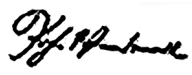
Board President

Superintendent

Chief/Deputy Chief/Executive Director

Sondra Aguilera, Chief Academic Officer  10/1/2021

Name: Kyla Johnson-Trammell

Signature:  12/16/2021

Position: Secretary, Board of Education      Date: Enter date of signature

***Template approved as to form by OUSD Office of the General Counsel.***



**EXHIBIT A****1A. General Description of Services to be Provided:** *Provide a description of the service(s) VENDOR will provide.*

Welligent provides a secure Electronic Health Records (EHR) system. Costs include 70 user licenses, initial setup and data migration, forms creation, and training for users, as well as ongoing technical assistance.

**1B. Description of Services to be Provided During School Closure or Similar Event:** *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*

No, services would not be able to continue.

Yes, services would be able to continue as described in 1A.

Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

[Click or tap here to enter text.](#)

**1C. Rate of Compensation:** *Please describe the basis by which compensation will be paid to VENDOR:*

Hourly Rate: [\\$Click or tap here to enter text.](#) per hour

Daily Rate: [\\$Click or tap here to enter text.](#) per day

Weekly Rate: [\\$Click or tap here to enter text.](#) per week

Monthly Rate: [\\$Click or tap here to enter text.](#) per month

Per Student Served Rate: [\\$Click or tap here to enter text.](#) per student served

Performance/Deliverable Payments: Describe the performance and/or deliverable(s) as well as the associated rate(s) below:

For the cost of user license fees, development form fees, one-time system setup and technical support fees, for a total not to exceed \$80,000.00 for the 2021-22 fiscal year.

2. **Specific Outcomes:** (A) *What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school 95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need?* (B) *Please describe the measurable outcomes specific to the services. Please complete the sentence prompt: "Participants will be able to..."* C. *If applicable, please provide details of program participation. Please complete the sentence prompt: "Students will..."*

Health Services staff will use the Welligent EHR for collection and access of medical records, charting of procedures, emergency intervention charting, and parent/guardian outreach and case management notes. Data will be accessible only by appropriate parties and stored in a HIPAA-compliant manner, leading to greater operational efficiency and improved procedures compliance.

3. **Alignment with School Plan for Student Achievement – SPSA (required if using State or Federal Funds):** *N/A*

Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:

Click or tap here to enter text.

Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:

- Meeting announcement for meeting in which the SPSA modification was approved.
- Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
- Sign-in sheet for meeting in which the SPSA modification was approved.

**4. Waivers:** *OUSD has waived the following. Confirmation of the waiver is attached herewith:*

Commercial General Liability Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person ***or virtual***) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)

Workers' Compensation Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR has no employees.)

X Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)

X Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person ***or virtual***) with OUSD students.)



**WELLIGENT SUPPORT AND SERVICE LEVEL REQUIREMENTS**

1. Welligent System and Software Services. Welligent has developed an electronic health records system (the "Welligent System") which can be accessed through a Welligent website permitting data entry and providing information management. The Welligent System includes certain proprietary software and enhancements and updates thereto (the "Software"), system documentation and instructions contained in Welligent's on-line knowledge base, [www.welligentcommunity.com](http://www.welligentcommunity.com), ("Documentation and Specifications"), data bases, third party applications and networks. During the Term of this Agreement, Welligent will provide to Customer access to and use of the Welligent System, as hosted by Welligent and made available to Customer on the Internet (the "Software Service").

(a) License to Use the Software Services. Subject to the terms and conditions of this Agreement, Welligent hereby grants Customer and Customer's authorized employees, volunteers, trainees and agents ("Authorized Users") a nonexclusive, nontransferable right to use the Software Service solely for Customer's own internal business purposes. This license will begin on the Effective Date and continue for the Term or as long as Customer continuously subscribes, without interruption, to the Software Services and pays all fees not otherwise disputed in good faith and expenses due to Welligent in a timely manner ("Continuously Subscribes")

(b) Enhancements and Updates. During the Term of this Agreement, for as long as Customer Continuously Subscribes, and provided that Customer is in compliance with the terms of this Agreement, Welligent will provide Customer, free of charge, access to all revisions made by Welligent to improve the functionality of the Welligent System and/or Software and/or Software Service which are generally made available to all customers of Welligent ("Enhancements") and corrections to minor defects of the Software which are generally made available to all customers of Welligent ("Updates"). At the request of the Customer, on a case by case basis, Welligent will consider expediting Enhancements for a fee, to be agreed upon in writing by both parties based on the specifications of the Enhancement.

(c) Implementation. Welligent and Customer will cooperate to develop an implementation schedule and plan ("Implementation Plan") within thirty (30) days after the Effective Date of this Agreement. The Welligent Order Sheet ("Order Sheet") will set forth the fees to be paid by Customer ("Implementation Service Fees") during the project period. Welligent shall invoice Customer for all Implementation Service Fees during the Implementation Period, after Customer is given a reasonable review or testing period mutually agreed to by the parties in accordance with the Implementation Plan and issues a signed acceptance or approval letter or email acceptance ("Acceptance") in accordance with the acceptance testing requirements. At the end of the implementation period Customer shall have a reasonable period of time, not to exceed ten (10) business days, in which to test and accept the Software Service in accordance with mutually agreed upon Acceptance Testing requirements. If the Software, the Welligent System, and the Software Service materially complies with the Documentation and Specifications and the Welligent Implementation Statement of Work or mutually agreed upon customer requirements as specified in the Order Sheet, Customer may not unreasonably withhold acceptance. In the event the Software, the Welligent System, and/or the Software Service does not materially perform in accordance with the Documentation and Specifications or the Welligent Implementation Statement of Work or the mutually agreed upon customer requirements as specified in the Order Sheet, Welligent shall correct any such Defects within a reasonable period of time in accordance with the Acceptance Testing requirements.

2. Customer Support.

(a) Customer Support Services. Welligent will provide the following services to Customer (collectively, "Customer Support Services"): (i) services to assist Authorized Users to gain access to, understand and use the Welligent System, Software and Software Services, (ii) clarification of the Documentation and Specifications, (iii) guidance in operation of the Welligent System and Software Service, and (iv) verification, analysis and correction of Defects or failures in the Welligent System and Software Service to meet the mutually agreed upon customer requirements as specified in the Order Sheet (collectively, "Welligent Implementation Requirements") and Section 3 of this Agreement ("Service Level Requirements"). The fees for such Customer Support Services are as set forth on the Order Sheet ("Software Service Fees"). In addition to the Customer Support Services, Welligent will provide additional services at Customer's reasonable request in support of Customer's business operations, including assistance in the maintenance of Setup, creation of additional reports and forms, development of Enhancements requested by Customer and agreed to by Welligent, and investigation of problems resulting in "false alarm" claims of alleged Defects in the Welligent System or Software Service or failure of the Welligent System or Software Service to perform in accordance with the Documentation and Specifications, or Welligent Implementation Requirements, or Service Level Requirements ("Billable Customer Support Services"), at the Project Management Professional Services rates specified in the Order Sheet.

(b) Support Contacts. Customer may appoint two (2) contacts to receive technical support from Welligent on behalf of Customer ("Support Contacts"). Customer will identify the Support Contacts for Welligent and Customer may appoint replacement representatives upon notice to Welligent. Customer acknowledges that Welligent is not obligated to provide technical support other than to Customer's identified Support Contacts.

(c) Regular Hours for Support Services. Welligent’s regular hours for the provision of customer support services are 8:30 AM – 9:00 PM Eastern Time, Monday through Friday, excluding holidays (“Regular Hours”). In the event Customer requires Customer Support Services outside of Regular Hours, Customer may telephone or email as follows: 888-317-5960, support@welligent.com.

3. Service Level Requirements.

(a) System Availability. Welligent will make the Software Service, as described herein, available to Customer on a 24x7 basis, exclusive of Scheduled Downtime (as defined below) and Force Majeure Events (as defined in Section 16 below). Customer will have access to Software Service and the Customer Data at least 99.9% uptime, as measured monthly, excluding Scheduled Downtime, with no outages (unscheduled downtime) in excess of a total of one and one-half (1.5) hours in any month. Welligent will notify Customer by email to the Support Contacts within two hours of any known and verified unscheduled downtime of the Software Service, and provide status updates periodically until the Software Services are restored. Welligent will notify Customer by email to the Support Contacts when the Software Service is restored. “Scheduled Downtime” shall mean a maximum of any four (4) consecutive hours between Friday at 9:00 p.m. and Sunday at 11:59 p.m., EST, unless upon two (2) days prior written notice by Welligent to Customer of a longer time period.

(b) System Maintenance. From time to time Welligent will be required to interrupt the Software Service for maintenance purposes. Welligent will use commercially reasonable efforts to conduct all such maintenance during Scheduled Downtime, which shall mean a maximum of any four (4) consecutive hours between Friday at 9:00 p.m. and Sunday at 11:59 p.m. EST, unless upon two (2) days prior notice by Welligent to Customer of a longer time period. Welligent will use commercially reasonable efforts to provide Customer with advance notice for any other interruption in the Software Service. Notices of Scheduled Downtime and other interruptions will be posted on the Welligent website and/or Welligent’s secure website, www.welligentcommunity.com, and Customer may also be notified by e-mail.

(c) Response Time. The internal processing time for Welligent to receive and process an Authorized User transaction will be no more than two seconds not less than ninety-five percent (95%) of the time. This response time pertains to the processing by the Welligent System and Software Service of typical Authorized User transactions which may include search and retrieval, screen requests, data edits and submissions (e.g., the time required for a round-trip between receipt of the data by the Welligent firewall, processing by the Welligent System and Software Service, and receipt back by the Welligent firewall). Response time can be measured by creating a timestamp when an Authorized User transaction (e.g., page request or submission) is received at the Welligent firewall and measuring the difference between the time the transaction is returned back to the Welligent firewall. This measurement of transaction processing time includes both database processing time and the transmission time on the Welligent internal network. This response time may exclude some bulk processing requests including the generation of billing cycles, complex reporting and other similar Authorized User requests; provided, however that such bulk processing requests have a response time that does not exceed thirty (30) minutes, unless otherwise agreed to by the parties in writing. The elapsed time for actual end-user response times will vary based upon factors outside of Welligent’s control, such as the configuration and operation of Customer Equipment (as defined in Section 7(e) below), bandwidth available to Authorized User, transmission delays caused by Customer’s Internet service providers, and Internet latency outside of Welligent’s or its Internet service provider’s control.

(d) Remedies. Welligent will, upon Customer's request, pay Customer a one (1) day equivalent of the Monthly Software Service Fees, calculated as 1/# calendar days in the then current term month, for each hour of continuous unscheduled downtime that exceeds an initial grace period of 24 continuous hours, exclusive of scheduled maintenance periods. In no event shall the remedy provided in this Section exceed the amount of the Software Service fees to be paid by Customer to Welligent for the then-current month. This Section 3(d) contains Customer’s sole remedy and Welligent’s sole obligation with respect to unscheduled downtime.

(e) Exceptions. Welligent will not be responsible for failures to meet the provisions of Sections 3(a), (b) and (c) above (collectively, the “Service Level Requirements”) that are due to the following events: (i) any latency or downtime due to acts or omissions by Customer or Authorized Users, (ii) acts of unauthorized third parties; (iii) Internet latency, failures or outages outside of Welligent’s or its Internet service provider’s control; (iv) third party acts or omissions over which Welligent has no control; and (v) problems associated with the computer hardware and software systems used by Customer or its Authorized Users.

(f) Obligation to Correct Defects, Priority Levels and Response Time. Welligent will correct malfunctions in the Welligent System, the Software and/or Software Service that cause erroneous data to be applied to the databases, materially decreased performance in the processing of transactions, or reporting that prevents or impairs a feature of the Software, the Welligent System or Software Service from materially performing in accordance with the Documentation and Specifications and/or the Welligent Implementation Requirements in the Welligent System and failures of the Software, the Welligent System, or the Software Service to perform in accordance with the Service Level Requirements and with the functionality described in the Documentation and Specifications

and/or the Welligent Implementation Requirements (collectively, "Defects") at no additional charge to Customer for as long as Customer Continuously Subscribes and is in compliance with the terms of this Agreement. Welligent will respond to and use commercially reasonable efforts to complete correction of Defects and failures of the Welligent System or Software Service to perform in accordance with the Service Level Requirements in accordance with the following schedule:

(i) **Priority Level 1:** "Service Outage" meaning the Welligent System is not reasonably accessible. Upon receipt of a communication from Customer indicating that a Priority Level 1 Defect has occurred, Welligent will make an initial response acknowledging receipt of Customer's Priority Level 1 Defect within one (1) hour. Priority Level 1 calls will be handled on a 24 hour, 7 days a week basis. Welligent will use reasonable best efforts to provide a work-around, or correct a Priority 1 Defect within three (3) Regular Hours after acknowledging receipt of the Service Outage by Welligent.

(ii) **Priority Level 2:** A Software Service function does not work in accordance with the Service Level Requirements, Welligent Implementation Requirements, or Documentation and Specifications, no reasonable work-around exists, and Customer has a critical need for the function. Upon receipt of a communication from Customer indicating that a Priority Level 2 Defect has occurred, Welligent will make an initial response acknowledging its receipt of Customer's communication of a Priority Level 2 Defect within four (4) business hours. Priority Level 2 calls will be handled during normal business hours. Welligent will use commercially reasonable efforts to provide a fix or work around for Priority Level 2 Defects within three (3) business days after receipt of the report.

(iii) **Priority Level 3:** A Software Service function does not work in accordance with the Service Level Requirements, Welligent Implementation Requirements, or Documentation and Specifications, but a reasonable work-around exists or Customer is able to wait for the next Release for a fix. Upon receipt of a communication from Customer indicating that a Priority Level 3 Defect has occurred, Welligent will make an initial response acknowledging its receipt of Customer's communication of a Priority Level 3 Defect reported within twenty-four (24) hours. Priority Level 3 calls will be handled during normal business hours. Welligent will use commercially reasonable efforts to identify a resolution to Priority Level 3 Defects within thirty (30) days after receipt of the report and incorporate Priority Level 3 fixes in the next Release of the product.

(g) **Patches and Work-Arounds.** Between regular, scheduled Software releases which provide significant new functionality or capability of the Software relative to the prior version ("Releases"), Welligent may, at its discretion: (i) provide a "patch" or software fix developed to quickly resolve a Defect or critical regulatory requirement, with the understanding that the patch has not been through a comprehensive quality assurance testing cycle and may itself contain Defects; or (ii) suggest a "workaround", or change in the procedures followed or method of entry of data to avoid a Defect without materially impairing Customer's use of the Welligent System or Software Service.

(h) **False Alarms.** If Welligent believes that a problem reported by Customer is not due to a Defect in the Welligent System or Software, a failure of the Software Service to perform in accordance with the Service Level Requirements, Welligent Implementation Requirements, or Documentation and Specifications, or cannot be recreated, Welligent will so notify Customer. Customer may request that Welligent investigate the problem further. If Customer so elects and Welligent reasonably determines that the reported problem was not due to a Defect in the Software or a failure to perform in accordance with the Service Level Requirements, Documentation and Specifications, or the Welligent Implementation Requirements, the Customer Support Services provided by Welligent will be considered Billable Customer Support Services and Customer will pay Welligent for the time devoted to investigating the problem in accordance with the fee schedule on Order Sheet, Project Management Professional Services (as defined therein).

#### 4. Information Security.

(a) **Information Security.** Welligent will continually maintain a data security management program that includes reasonable and appropriate administrative, physical and technical safeguards to ensure the confidentiality, integrity and availability of Customer Data as defined in Section 7(c) below ("Welligent Security System"). The Welligent Security System shall be consistent in all material respects with the best practices for such systems within its industry and according to all relevant FERPA standards.

(b) **Redundant Data Centers and Infrastructure.** Welligent shall ensure that all Customer Data that is hosted by Welligent shall be maintained on secure servers located in at least two data centers owned, operated and controlled by Welligent and physically located within the United States (each, a "Data Center"). The primary Data Center in which the primary server resides is currently located at PhoenixNAP, 3402 East University Drive, Phoenix, AZ 85034 ("Primary Data Center"). As part of the hosting services provided hereunder ("Hosting Services"), Welligent shall ensure that redundant copies of the Customer Data shall simultaneously reside in a backup server physically located in another Data Center which is currently located at PhoenixNAP, 34 Peachtree Street, Atlanta, GA 30303 ("Back-Up Data Center"). (Primary Data Center and Back-Up Data Center collectively, "Data Centers"). At its discretion, Welligent may upgrade or relocate its Data Centers to equivalent facilities located within one of the fifty (50) states or the United States or any of



the United States territories, in order to best meet its customer's needs. Welligent shall ensure that the Customer Data is encrypted in transit and at rest (including at the Back-Up Data Center).

(c) **Data Backup.** Welligent acknowledges and agrees that all Customer Data is stored and maintained in the Welligent System such that all data is accessible in the then-current version and backup of the Welligent System. Welligent will incrementally backup Customer Data stored on the Welligent System on a daily basis. Each week, Welligent will perform a full backup of Customer Data. Weekly full backup copies will be stored for two (2) months. Each month, Welligent will perform a full backup of Customer Data and store the backup copy at an offsite location. Monthly full backup copies will be stored for six (6) months.

(d) **Disaster Recovery.** Welligent shall implement and maintain a commercially reasonable disaster recovery plan ("Disaster Recovery Plan"), consistent with the highest industry standards in healthcare, to enable Welligent to resume operation of the Software Service and Welligent System, install the most recent backup copy of Customer Data, and enable Customer to resume operations within a reasonable period of time not to exceed 2 days. Welligent will test the effectiveness of its Disaster Recovery Plan periodically, but no less than annually. Welligent may update or modify its Disaster Recovery Plan, provided that it is, at all times, commercially reasonable. Upon Customer's written request (no more than once each year), Welligent shall provide Customer with a copy of Welligent's then current Disaster Recovery Plan.

(e) **Secure Data Transmission.** Communications between Authorized Users and the Welligent System that include access to or transfer of Customer Data will be over a secure connection utilizing encryption and shall comply with standards and best practices within its industry all applicable FERPA rules, regulations and requirements.

(f) **Welligent Staff.** All Welligent employees ("Welligent Staff") performing services to Customer will receive training about compliance with applicable security standards and protection of the privacy of Customer Data. Welligent warrants and covenants that it shall require all of its employees, contractors, agents and other authorized individuals who have access to its Data Centers to adhere to its written security policies and procedures regarding remote electronic access or physical access to a Data Center which shall be provided to Customer upon execution of this Agreement and as requested thereafter. Welligent shall enforce such security policies and procedures and shall take appropriate corrective action against any individuals who fail to adhere to such security policies and procedures, including termination.

(g) **Contractors and Third Parties.** All Welligent contractors, sub-contractors and third parties with access to Customer Data, Welligent System or the Software Service will sign Welligent's Business Associate Agreement. Additionally, contractors and third parties with access to Customer Data and PHI will receive training about compliance with applicable security standards and protection of the privacy of Customer Data.

(h) **Off-shore Resources.** Welligent shall not directly or indirectly transmit or transfer to, or allow access from any Offshore Location to any Customer Data (including PHI) without Customer's prior written consent, which consent may be withheld for any or no reason. Any such consent, if given, may be conditioned upon, among other things, Customer's satisfactory and timely completion of an Attestation Concerning Offshore Contractors and any other such requirements from Centers for Medicaid & Medicare Services. For purposes of this section, the term "Offshore Location" shall mean any location not within one of the fifty (50) states of the United States or any of the United States territories.

(i) **Notification of Security Incidents.** Welligent will notify Customer immediately, but no later than twenty-four (24) hours after discovery of any security incident that resulted in or that may have resulted in unauthorized access, use, disclosure, modification, or destruction of Customer Data.

(j) **Audits.** At least once each year during the Term Welligent will engage an independent third party to conduct an annual audit of the security of Welligent's information systems, Welligent System, and the Software Service, including the security management program and system security at Welligent's data centers, in accordance with Welligent's security measures (the "Security Audit"). Upon written request, Welligent shall provide Customer with a copy of the current Security Audit. Welligent will promptly correct any deficiencies and implement any process improvements recommended as a result of such Security Audit. Welligent shall ensure that any third party with access to Welligent's information systems, Welligent System, and the Software Service will sign Welligent's Business Associate Agreement.

(k) **Compliance with Privacy and Data Security Laws.** Welligent will comply with applicable federal, state and local laws and regulations governing the confidentiality and security of Customer Data, including but not limited to FERPA.

5. Customer Data.

(a) Ownership of Customer Data. Customer Data is the property of Customer.

(b) Access to Customer Data. Access to Customer Data will be limited to persons designated by Customer as Authorized Users and to Welligent Staff as needed to provide Software Services. The Software Service includes systems for establishing levels of access to Customer Data based upon the nature of the work performed by an Authorized User. Customer will be responsible for establishing the levels of access to Customer Data to be provided to each Authorized User.

(c) Welligent Use and Disclosure of Customer Data. Welligent will use and disclose Customer Data only as necessary to provide the Software Services to Customer and as permitted in the Business Associate Agreement.

(d) Data Aggregation Services; Limited Data Set. Welligent will provide data aggregation services to Customer, as permitted by 45 CFR 164.504(e)(2)(i)(B). As permitted by 45 CFR 164.514(e), Customer agrees that Welligent may create and retain a "limited data set" of Customer data that excludes direct identifiers of individuals, their relatives, employers, or household members. Welligent may use the limited data set for purposes of continuing development of quality improvement methods, enhancements of Welligent Software, and creation of Software Services to support the health care operations of Welligent customers. Welligent agrees that it will follow the requirements of 45 CFR 164.514(e)(3), which restricts Welligent's use and disclosure of the limited data set.

(e) Return of Customer Data. Upon termination of this Agreement, and subject to the provisions of any Business Associate Agreement, Welligent will within (3) business days return to Customer any copies of Customer Data in the possession of Welligent or its agents or subcontractors. Customer Data will be returned to Customer in a commercially reasonable electronic format including MS Access, Excel or ASCII tab-delimited text file and shall include both organization and client-related table data. All core client, clinical, billing, and organization Customer Data shall be removed from Welligent electronic storage media. Before Welligent transfers, surpluses, or donates any computer disk drives or other electronic media upon which Customer Data was stored, it shall sanitize that media and remove all data using Kill Disk or other technologies deemed acceptable to Welligent.

6. Source Code Escrow Services.

(a) Source Code Escrow Agreement. If purchased by the Customer, Welligent shall deposit the Source Code, Object Code and Documentation and Specifications for the Software, including, any modifications, upgrades or amendments thereof, pursuant to the terms of the Welligent's Source Code Escrow Agreement with its then-current source code escrow provider. In the event the Customer makes such a request, Customer must execute such documentation as is reasonably necessary and may be required by Welligent and/or such provider. Customer will be solely responsible for and incur all costs associated with such election and adding Customer as a beneficiary of such Source Code Escrow Agreement, and such costs and fees are in addition to amounts otherwise paid by Customer pursuant to this Agreement.

(b) Customer Use of Welligent Software After Release Event. If a Release Event (as defined in the Source Code Escrow Agreement, Appendix 2) occurs and the Welligent Software is delivered to Customer as required by the Source Code Escrow Agreement, Welligent grants Customer a non-exclusive, non-transferrable, perpetual license to install the Welligent Software on Customer Equipment and to use the Welligent Software, as it existed as of the date of the Release Event, solely for Customer's own internal business purposes and subject to the terms and conditions of this Agreement. Customer shall be responsible for providing the necessary computer equipment and networking equipment and obtaining licenses to use third party software products (such as the Oracle® database software) required for the operation of the Welligent Software.

7. Customer Obligations.

(a) Maintenance of Setup. After the initial configuration of the Welligent System and Software Service in accordance with the Implementation Plan ("Setup") and commencing with the First Go Live (as defined below) and Customer's production use of the Welligent System and Software Service, subject to Welligent's obligations to correct Defects as provided in this Agreement, Customer will be responsible for the on-going maintenance of the Setup of the Welligent System and Software Service. This shall generally include the following types of Customer-specific information: organization information, locations, programs, services, payers, fee schedules, screen configurations such as progress notes and consents, custom field additions and drop-down values. "First Go Live" is the point at which the Customer enters live, client and/or clinical data into the Software Service and/or Customer uses Welligent System to issue a claim to payer.

(b) Access to and Use of Software Service. Customer will ensure that only Authorized Users are permitted to access and use the Software Service, and that use of the Software Service is only for the purposes permitted by this Agreement and that the Software Service is used in a lawful manner. Each Authorized User shall receive a unique access code to access the Software Service. Authorized Users shall not, directly or indirectly, provide, sell, transfer, grant, supply or otherwise share the access code or other account identification information to or with others. Customer shall be solely responsible for the actions of its officers, directors, employees, volunteers, trainees and agents (“Workforce”) in the use or misuse of the Software Service.

(c) Data Entry. Following the First Go Live, Customer is and shall be solely responsible for the data entry of any and all records, data and other information input by Customer and stored on the Welligent database (collectively, “Customer Data”), including, but not limited to, entries to individual health records. Customer shall, in its sole discretion, determine who will be permitted access to the Customer Data (each an “Authorized User”). Control and direction of release of Customer Data is the sole responsibility of Customer.

(d) Compliance with Privacy and Data Security Laws. Subject to Section 4(i), Customer acknowledges that it, and not Welligent: (a) is and shall be solely responsible for Customer compliance with all applicable federal, state and local ordinances and/or administrative requirements for ensuring confidentiality of, limitations on access to, use and disclosure of Customer Data and Personal Information (as defined below); (b) shall establish and maintain its own compliance program to ensure that its Workforce safeguards the privacy and security of information about individuals which is considered confidential under federal or state laws and subject to restrictions governing use and disclosure, including but not limited to protected health information, i.e., all Customer client records (“Personal Information”); and (c) is responsible for implementing a reasonable and appropriate data security program to prevent unauthorized access to the Customer Equipment and unauthorized use or disclosure of Personal Information. Notwithstanding anything herein to the contrary, any failure of Customer with respect to this Section 7(d) shall not be considered a breach of this Agreement; provided, however, that Customer shall indemnify Welligent in accordance with Section 13(c) from and against any action, claim or demand resulting from Customer’s failure to meet its obligations pursuant to this Section 7(d).

(e) Customer Equipment. The technical requirements for Customer’s computer hardware, networks, communications equipment, data lines, back-up systems, security devices, operating system software, data bases and other third party applications (collectively, “Customer Equipment”) to be used to access the Software Service are described in Welligent’s customer equipment requirements, available on Welligent’s secure site, [www.welligentcommunity.com](http://www.welligentcommunity.com). Customer is solely responsible for the purchase, installation, configuration and maintenance of Customer Equipment and for management of Customer’s local computer network and information system. Customer is responsible for any failure in satisfactory processing of Customer Data that is due to failures in performance of Customer Equipment.

(f) Other Assurances. Customer will ensure that its Workforce and all Authorized Users (i) abide by the provisions of this Agreement with regard to protection of the Welligent System, Software Service, Welligent’s Intellectual Property (as defined below) and Confidential Information (as defined below) and (ii) do not use the Welligent System or Software Service in a manner that violates the intellectual property or other proprietary rights of any third party. “Intellectual Property” means any and all copyrights, trademarks, trade names, trade secrets, patents, know-how and other proprietary rights of every kind and nature, including but not limited to all registrations, applications, renewals and extensions thereof. “Confidential Information” means business information, software, patient related information, security procedures, processes and policies, volume data, electronic and printed data, scheduling information, clinical services information, information relating to a party’s business, confidential reports, patient lists, as well as the amount, nature and type of services, and business methods used by a party. Notwithstanding the foregoing, Confidential Information shall not include information that: (a) is or becomes generally available to the public through no wrongful act of the receiving party; (b) was available to the receiving party on a non-confidential basis prior to its disclosure to the receiving party by the disclosing party; (c) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party, provided that such source is not known by the receiving party to be subject to a confidentiality agreement with the disclosing party; or (d) is developed by the receiving party without relying on or using information supplied by the disclosing party.

## 8. Ownership.

(a) Ownership. Customer acknowledges and agrees that (i) nothing contained herein gives Customer any ownership, or other right, title or interest in and to the Welligent System, Software Service or Welligent Intellectual Property, except the license rights expressly provided in Section 1 above; (ii) Welligent has and maintains complete and exclusive ownership of the Welligent System, Software Service and Welligent Intellectual Property, in all forms, and all copies and portions thereof; and (iii) Customer shall not make



any application to be registered as owner of any patent in, or claim any rights of copyright in, or claim any other intellectual or proprietary rights whatsoever in, the Welligent System, Software Service or Welligent Intellectual Property.

(b) Improvements. Welligent shall own all right, title and interest in and to any and all Improvements (as defined below) developed by or for either party. "Improvements" include all improvements, discoveries, inventions, innovations, variations, developments, modifications, technology, know-how, and other information, of any nature or form, discovered, developed or conceived by or for either party which relate to the Welligent System, Software Service or Welligent Intellectual Property as in existence on the date of this Agreement or at any time hereafter.

(c) Ownership of Customer Materials. Notwithstanding anything herein to the contrary, Customer shall have and maintain all right, title and interest in and to any and all of Customer's Confidential Information and Customer Materials. For the purpose of this Agreement, "Customer Materials" shall mean any materials provided by Customer that are marked "Confidential", "Proprietary" or similar designation, any information that is deemed confidential in accordance with customary healthcare industry standards, and those Welligent eForms based on internal Customer documentation developed by Welligent specifically for Customer for a fee.

(d) Patents, Trademarks and Copyrights. Customer shall cooperate with Welligent, at Welligent's sole expense, with respect to any patent, trademark, copyright or other filings necessary to assist Welligent in maintaining Welligent's ownership of and/or the validity of the Welligent System, Software Service or Welligent Intellectual Property or Improvements.

9. Confidentiality. Each party acknowledges that it may receive or be exposed to certain Confidential Information of the other party. With respect to Welligent, Confidential Information also includes the Welligent System and Software Service. Each party agrees to use commercially reasonable efforts to, and will direct its employees, officers, directors, managers, agents, volunteers, trainees and affiliates to, keep the Confidential Information and all information and materials concerning or related thereto (except to the extent any of the same is or becomes generally known to the public, without any disclosure by such party in violation of this provision), secret and confidential at all times. In extension of and not limitation of its general obligations under the preceding sentence, each party agrees not to disclose, disseminate or permit to be disclosed or disseminated any such Confidential Information to any person, except as required by law, or as expressly authorized hereunder to enable such party to carry out its obligations pursuant to this Agreement. Each party will use at least the same degree of care to avoid disclosure or dissemination of any such Confidential Information as it employs with respect to its own information which it does not desire to have disclosed or disseminated. Each party agrees that any violation of the provisions of this Section 12 will result in irreparable injury to the other party and, therefore, if the receiving party or any member of its Workforce or any Authorized User violates any provisions of this Section 12, the disclosing party will be entitled to equitable relief, including injunction and specific performance, in addition to all other available remedies.

10. Limited Warranty; Remedies.

(a) Limited Warranty. Welligent makes the following representations and warranties with regard to the Welligent Software and the Software Service:

(i) Functionality. The Welligent Software, Welligent System and Software will, in all material respects, perform in accordance with the Service Level Requirements, the Documentation and Specifications and the Welligent Implementation Statement of Work or mutually agreed upon customer requirements as specified in the Order Sheet. To enable Customer to meet the "Meaningful Use" criteria for purposes of qualifying for the Medicare and Medicaid Electronic Health Records ("EHR") Incentive Programs administered by the United States Center for Medicare and Medicaid Services or other similar programs, the Software, the Welligent System and the Software Service shall be configured and continually maintained, at all times during the Term, to be and remain certified for those certification modules which Welligent elects, related to ambulatory care products, in accordance with the standards, implementation specifications and certification criteria for EHR technology as adopted and amended by the United States Secretary of the Department of Health and Human Services, and as tested and certified by an Office of the National Coordinator (ONC) Authorized Testing and Certification Body (ATCB).

(ii) Non-Infringement. To Welligent's knowledge, the Software does not infringe any U.S. copyright, trademark, or patent right of any third party.

(iii) Malicious Code; Disabling Devices. The Welligent Software including all Enhancements, Updates, patches, fixes and new versions does not, and during the Term will not, contain any malicious software such as a virus, worm, Trojan horse detectable by currently available utilities. Nor does the Welligent Software including all Enhancements, Updates, patches, fixes and new versions, does not, and during the Term, will not contain any encoded or embedded serial number, time-out or any similar or dissimilar disabling device or characteristic.

(iv) Performance. Welligent shall perform the services hereunder in a professional and workmanlike manner consistent with the best practices for similar services within its industry.

(b) Exceptions. Welligent's warranties do not apply to: (i) use of the Software Service other than in accordance with the most current Documentation and Specifications; (ii) defects, problems, or failures in selection, installation, or configuration of Customer Equipment; (iii) data transmission delays, problems, or failures caused by any Internet Services Provider; (iv) delays caused by Customer Internet provider latency; (v) failures caused by malicious software; (vi) failures caused by misuse of the Software Service, negligence or malicious conduct of Customer or Authorized Users; or (vii) defects, problems or failures due to Customer's failure to incorporate Enhancements or Updates. Welligent makes no warranty: (1) that the functions performed by the Software Service will achieve the results desired by Customer except that nothing herein shall be deemed to diminish in any way the express warranties made by Welligent in this Agreement, including, without limitation, those warranties made in Section 9(a)(i); (2) that the operation of the Software Service will be error free in all circumstances; (3) that all insignificant defects in the Software that do not materially affect the Software's core functionality or Customer's ability to use the Software will be corrected; or (4) that the operation of the Software Service will not be interrupted for a short period of time by reason of a defect therein or by reason of fault on the part of Welligent.

(c) Limited Remedies. In the event of a breach by Welligent of any of the limited warranties specified in Sections 9(a)(i), (iii), and (iv), Customer's sole remedy and Welligent's sole obligation for remedy of any such breach is for Welligent to effect corrections at its sole cost within thirty (30) calendar days such that Welligent shall be in compliance with such warranties.

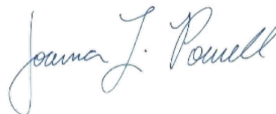
(d) Disclaimer. THE SOFTWARE SERVICE IS PROVIDED "AS IS". EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT OR ANY EXHIBIT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR IMPLIED WARRANTIES OF FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, (WHETHER OR NOT WELLIGENT KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN TRADE, OR BY COURSE OF DEALING. IN ADDITION, WELLIGENT EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OR ORGANIZATION OTHER THAN CUSTOMER WITH RESPECT TO THE SOFTWARE SERVICE OR ANY PART THEREOF AND ANY WARRANTY OR REPRESENTATION TO CUSTOMER THAT IS NOT INCLUDED IN THIS AGREEMENT. IT IS UNDERSTOOD THAT THE SOFTWARE SERVICE WILL BE USED IN THE DELIVERY OF CLINICAL SERVICES AND ADMINISTRATION OF HUMAN SERVICE PROGRAMS, AND AGREED THAT RESPONSIBILITY FOR ALL DECISIONS RELATING TO THE PROVISION OF TREATMENT, PAYMENT OF BENEFITS AND ALLOCATION OF RESOURCES ARE THE RESPONSIBILITY OF CUSTOMER AND ITS AUTHORIZED USERS, AND NOT THE RESPONSIBILITY OF WELLIGENT. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT HAS INDEPENDENTLY VERIFIED THAT THE SOFTWARE SERVICE IS APPROPRIATE FOR THE PURPOSES FOR WHICH CUSTOMER INTENDS TO USE THE SOFTWARE SERVICE.



Jenn Blake, Exec Director

11/8/2021

Approved as to form by OUSD Staff Attorney  
Joanna Powell on 11/16/21.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> London & Norfolk, Ltd. 999 Waterside Drive #2500 Norfolk VA 23510	<b>CONTACT NAME:</b> Jacqueline Spurrier	
	<b>PHONE (A/C. No. Ext):</b> 757-623-0003	<b>FAX (A/C. No.):</b>
<b>E-MAIL ADDRESS:</b> JSpurrier@LNorfolk.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Travelers Prop CasualtyAmerica		25674
<b>INSURER B:</b> The Travelers Indemnity Co		25658
<b>INSURER C:</b> Travelers Ins Co		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 844673375 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZLP-21P49008-20	12/22/2020	12/22/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-8R239310-20	12/22/2020	12/22/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-6K287844-20	12/22/2020	12/22/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-3S334440	6/1/2021	6/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber Liability & Technology E&O			ZPL-21P49371-20	12/22/2020	12/22/2021	Occurrence \$ 5,000,000 Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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