

AGREEMENT

**35720**

1  
2  
3 THIS AGREEMENT is made and entered, in duplicate, as of November 6,  
4 2020, for reference purposes only, pursuant to Chapters 2.69 and 2.85 of the Long Beach  
5 Municipal Code, by and between, by and between UNITE USA INC., a Delaware  
6 corporation ("Contractor"), with a place of business located at 217 Broadway, Floor 8, New  
7 York, NY 10007, and the CITY OF LONG BEACH ("City"), a municipal corporation.

8 WHEREAS, the purpose of the award to the City is to respond to the  
9 Coronavirus Disease 2019 (COVID-19) public health emergency; and

10 WHEREAS, payments from the CRF may only be used to cover costs that:  
11 (1) are necessary expenditures incurred due to the public health emergency with respect  
12 to the COVID-19; (2) were not accounted for in the budget most recently approved as of  
13 March 27, 2020 (the date of enactment of the CARES Act) for the State or government;  
14 and (3) were incurred during the period that begins on March 1, 2020, and ends on  
15 December 30, 2020; and

16 WHEREAS, the City is required by federal law to impose various terms and  
17 conditions, including expedited reporting requirements, on the CONTRACTOR; and

18 WHEREAS, these terms and conditions, including exhibits, and the terms  
19 and conditions of the CONTRACTOR's application, and any amendments thereto as may  
20 be approved by the City, are incorporated herein by reference; and

21 WHEREAS, the City desires to expand the Older Adult Resource Line to  
22 provide support to any resident of Long Beach who is in need of finding resources such as  
23 food, mental health supports, rental assistance, etc. This expanded line will be known as  
24 the "LB Resource Line" and will build off the success of the Older Adult Resource Line; and

25 WHEREAS, the University of Houston School of Medicine has a contract to  
26 build the resource and referral network and platform necessary to provide support to any  
27 resident of Long Beach who is in need of finding resources such as food, mental health  
28 supports, rental assistance, etc. for Contract No. K-20-00776 ("Houston Contract"); and

1 WHEREAS, pursuant to Chapter 2.85 of the Long Beach Municipal Code, the  
2 City Manager and Purchasing Agent have the authority to approve purchases, rentals, or  
3 leases of goods or services related to a proclaimed emergency; and

4 NOW, THEREFORE, in consideration of the terms and conditions contained  
5 in this Agreement, the parties agree as follows:

6 1. The Houston Contract with Contractor, attached hereto as Exhibit "A",  
7 is incorporated by this reference as if fully set forth, and the same terms and conditions  
8 contained in the Houston Contract shall be applicable here except as follows:

9 A. Wherever the Houston Contract refers to the University, it shall  
10 be deemed to refer to the City of Long Beach;

11 B. Contractor shall sell, furnish and deliver to the City the same  
12 type and kind of service purchased under the Houston Contract, except as modified  
13 by Exhibit "B" attached hereto and incorporated by this reference, in an annual  
14 amount not to exceed Ninety-Five Thousand Dollars (\$95,000), including tax and  
15 fees. To the extent that the Houston Contract and this Agreement are inconsistent,  
16 the following priority shall govern: (1) this Agreement and (2) the Houston Contract.

17 C. Warranties. All warranties shall accrue to the City of Long  
18 Beach.

19 D. Grant Funds. The CONTRACTOR hereby acknowledges and  
20 agrees that the City's total contribution for the CONTRACTOR'S approved project  
21 shall not exceed Ninety-Five Thousand Dollars (\$95,000). It is expressly understood  
22 and agreed that in no event will the City's total contribution exceed this amount.

23 E. Term. The term of this Contract shall commence on  
24 November 6, 2020 and shall terminate at midnight on November 6, 2021 unless  
25 sooner terminated as provided herein. The CITY shall have the right to extend this  
26 agreement upon approval of the City Council and mutual written agreement of the  
27 Parties.

28 F. Compliance. This Agreement is funded by a Coronavirus Relief

1 Funds (CRF) Federal Subaward obtained by the CITY. CONTRACTOR shall comply  
2 with any and all applicable State, City and Federal statutes, regulations, codes,  
3 directives and guidelines related to the performance of this Agreement, including  
4 any statutory law related to contracting with the State of California.

5 G. Audit and Record Requirements. The CONTRACTOR shall  
6 follow all generally accepted accounting procedures and practices and shall  
7 maintain books, records, documents, and other evidence which sufficiently and  
8 properly account for the expenditure of funds. The books, records and documents  
9 shall be subject no more than once annually, upon at least thirty (30) days' written  
10 notice (unless a shorter notice period is required by law), to inspection, reviews, or  
11 audits by the CITY in order that the Project, management, and fiscal policies of the  
12 CONTRACTOR may be evaluated to assure the proper and effective expenditure  
13 of public funds; provided, that additional audits may be conducted to the extent  
14 required by law, including required audits in connection with the disbursement of  
15 CRF funds. Additionally:

16 a) Cooperation with Monitoring, Audits, and Records  
17 Requirements. All records and expenditures are subject to, and  
18 CONTRACTOR agrees to comply with, monitoring and/or audits conducted  
19 by the United States Department of Treasury's Inspector General, the Office  
20 of the Auditor of the State of California, and the City Department of Finance.  
21 The CONTRACTOR shall maintain under Generally Accepted Accounting  
22 Principles (GAAP) or Government Accounting Standards Board (GASB)  
23 principles, adequate records that ensure proper accounting for all costs and  
24 performances related to this Agreement.

25 b) Single Audit Requirements. Any Contractor expending  
26 \$750,000 or more in federal funds in a fiscal year may be subject to Single  
27 Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at  
28 [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main)

1                   \_02.tpl

2                   c)     Requirement to Address Audit Findings. If any audit,  
3                   monitoring, investigations, review of awards, or other compliance review  
4                   reveals any discrepancies, inadequacies, or deficiencies which are  
5                   necessary to correct in order to maintain compliance with this Agreement,  
6                   applicable laws, regulations, or the CONTRACTOR'S obligations hereunder,  
7                   the CONTRACTOR agrees to propose and submit to CITY a corrective action  
8                   plan to correct such discrepancies or inadequacies within twenty-five (25)  
9                   calendar days after the CONTRACTOR'S receipt of the findings.

10                  d)     The CONTRACTOR shall maintain appropriate audit  
11                  trails to provide accountability for all expenditures of grant funds, reporting  
12                  measures, and funds received from CITY under this Agreement. Audit trails  
13                  maintained by the CONTRACTOR will, at a minimum, identify the supporting  
14                  deficiencies. If no corrective action is taken, the CITY may take such action  
15                  authorized by this Agreement and/or by law, including termination.

16                  H.     Termination.

17                  a)     In the event Contractor fails to perform or comply with  
18                  an obligation or a term, condition or provision of this Agreement, the CITY  
19                  may notify the CONTRACTOR in writing of the delay or nonperformance, and  
20                  if not cured in fifteen (15) working days, the CITY may terminate this  
21                  Agreement in its entirety, or any part thereof, or the CITY may, upon written  
22                  notice to CONTRACTOR, terminate this Agreement for cause, without further  
23                  notice or opportunity to cure. Such notification will state the effective date of  
24                  termination, and if no effective date is specified, the effective date will be the  
25                  date of the notification.

26                  b)     CITY and CONTRACTOR may mutually agree to  
27                  terminate this Agreement.

28                  c)     Termination is not an exclusive remedy but will be in

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

addition to any other rights and remedies provided in equity, by law, or under this Agreement, including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 –200.342. Following termination by CITY, CONTRACTOR shall continue to be obligated to CITY for the return of grant funds to the extent required by applicable provisions of this Agreement. In the event of termination under this section, CITY’S obligation to reimburse CONTRACTOR is limited to allowable costs incurred and paid by the CONTRACTOR prior to the effective date of termination, and any allowable costs determined by CITY in its sole discretion to be reasonable and necessary to cost-effectively wind up the Agreement. Termination of this Agreement for any reason or expiration of this Agreement shall not release the parties from any liability or obligation set forth in this Agreement that is expressly stated to survive any such termination or expiration.

d) Notwithstanding any expiration or termination of this Agreement, the rights and obligations pertaining to the grant, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Agreement.

I. Recapture of Funds. CITY shall have the right to terminate the Agreement and to recapture, and be reimbursed for any payments made by CITY for Services that have not been rendered prior to December 30, 2020 as required by this Agreement and: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Agreement, including any unapproved expenditures. In addition, if the State of California determines for any reason that CITY must repay Coronavirus Relief Funds provided to CONTRACTOR, CONTRACTOR shall reimburse the CITY for the repayment.

J. Authority to Withhold Money Due or Payable. The CITY may

1 withhold such amounts due or to become payable under this Agreement to the  
2 CONTRACTOR as may be necessary to protect the CITY against liability or to  
3 satisfy the obligations of the CONTRACTOR to the CITY.

4 K. Representation by Contractor. By acceptance of this  
5 Agreement, the CONTRACTOR makes all the statements, representations,  
6 warranties, guarantees, certifications and affirmations included in this Agreement. If  
7 applicable, the CONTRACTOR will comply with the requirements of 31 USC § 3729,  
8 which set forth that no Contractor of federal payments shall submit a false claim for  
9 payment. If any of the statements, representations, certifications, affirmations,  
10 warranties, or guarantees are false or if the CONTRACTOR signs or executes the  
11 Agreement with a false statement or it is subsequently determined that the  
12 CONTRACTOR has violated any of the statements, representations, warranties,  
13 guarantees, certifications or affirmations included in this Agreement, then CITY may  
14 consider this act a possible default under this Agreement and may terminate or void  
15 this Agreement for cause and pursue other remedies available to CITY under this  
16 Agreement and applicable law. False statements or claims made in connection with  
17 CITY grants may result in fines, imprisonment, and debarment from participating in  
18 City, state or federal grants or contracts, and/or other remedy available by law,  
19 potentially including the provisions of 38 USC §§ 3801-3812, which details the  
20 administrative remedies for false claims and statements made.

21 L. Conflict of Interest Safeguards. The CONTRACTOR will  
22 establish safeguards to prohibit its employees from using their positions for a  
23 purpose that constitutes or presents the appearance of personal or organizational  
24 conflict of interest or personal gain, whether for themselves or others, particularly  
25 those with whom they have family, business, or other ties. The CONTRACTOR will  
26 operate with complete independence and objectivity without actual, potential, or  
27 apparent conflict of interest with respect to its performance under this Agreement.

28 M. Insurance. As a condition precedent to the effectiveness of this

1 Agreement, Contractor shall procure and maintain at Contractor's expense for the  
2 duration of this Agreement from an insurance company that is admitted to write  
3 insurance in the State of California or that has a rating of or equivalent to an A:VIII  
4 by A.M. Best and Company the following insurance:

5 a) Commercial general liability insurance in coverage  
6 scope to ISO CG 00 01 10 93 covering from and against claims, demands,  
7 causes of action, expenses, costs, or liability for injury to or death of persons,  
8 or damage to or loss of property arising out activities performed by or on  
9 behalf of the Contractor in an amount not less than One Million Dollars (US  
10 \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in  
11 general aggregate.

12 b) Only if applicable, workers' compensation coverage as  
13 required by the Labor Code of the State of California and Employer's liability  
14 insurance with minimum limits of One Million Dollars (US \$1,000,000) per  
15 accident or occupational illness.

16 c) Only if applicable, commercial automobile liability  
17 insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount  
18 not less than Five Hundred Thousand Dollars (US \$500,000) combined  
19 single limit (CSL) covering Symbol 1 (any auto).

20 d) Professional liability or errors and omissions liability  
21 insurance in an amount not less than One Million Dollars (\$1,000,000) per  
22 claim covering the services provided pursuant to this Agreement.

23 e) Electronic data processing liability and  
24 cyberspace/online liability in an amount not less than One Million Dollars  
25 (\$1,000,000) per claim covering the services provided pursuant to this  
26 Agreement.

27 Any self-insurance program or self-insurance retention must be  
28 approved separately in writing by City and shall protect the City of Long Beach, and

1 its officials, employees, and agents in the same manner and to the same extent as  
2 they would have been protected had the policy or policies not contained retention  
3 provisions. Contractor shall not suspend, void, or cancel the required insurance  
4 coverage except after thirty (30) days prior written notice to City, and the insurance  
5 shall be primary and not contributing to any other insurance or self-insurance  
6 maintained by City. .

7 Contractor shall be responsible for and indemnify the City for its  
8 subcontractors' performance under this Agreement to the same extent as the  
9 Contractor and to maintain insurance in compliance with the provisions of this  
10 section. In the event that Contractor utilizes any subcontractors to perform services  
11 under this Agreement, Contractor shall deliver to City certificates of insurance and  
12 original endorsements for approval as to sufficiency and form prior to the start of  
13 performance hereunder. The certificates and endorsements for each insurance  
14 policy shall contain the original signature of a person authorized by that insurer to  
15 bind coverage on its behalf. "Claims-made" policies are not acceptable unless City  
16 Risk Manager determines that "Occurrence" policies are not available in the market  
17 for the risk being insured. In a "Claims-made" policy is accepted, it must provide for  
18 an extended reporting period of not less than three (3) years. Such insurance as  
19 required herein shall not be deemed to limit Contractor's liability relating to  
20 performance under this Agreement. City reserves the right to require complete  
21 certified copies of all said policies at any time. Any modification or waiver of the  
22 insurance requirements herein shall be made only with the approval of City Risk  
23 Manager. The procuring of insurance shall not be construed as a limitation on  
24 liability or as full performance of the indemnification provisions of this Agreement.

25 N. Indemnity.

26 a) Contractor shall indemnify, protect and hold harmless  
27 City, its Boards, Commissions, and their officials, employees and agents  
28 ("Indemnified Parties"), from and against any and all liability, claims,



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, arising or alleged to have arisen, in whole or in part, from third-party claims arising directly out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Agreement, including any obligations arising from the Project's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, sub-grantees, or anyone under Contractor's control, in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim").

b) In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

c) If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

d) The provisions of this Section shall survive the expiration

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

or termination of this Agreement.

O. Law and Regulations. The CONTRACTOR shall be responsible for being fully informed of all City, state and federal laws, ordinances, codes, rules and regulations, which in any manner may affect this Agreement and the performance thereof.

P. Remedies Not Exclusive. The express provision herein of certain measures that may be exercised by the CITY for its protection shall not be construed to preclude the CITY from exercising any other or further legal or equitable right to protect its interests.

Q. Jurisdiction/Venue. This Agreement shall be construed in accordance with the laws of the State of California, and the venue for any legal actions brought by any party with respect to this Agreement shall be the County of Los Angeles, State of California for state actions and the Central District of California for any federal actions. CONTRACTOR shall cause all work performed in connection with construction of the Project to be performed in compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 et seq. of the California Labor Code); and (2) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.

R. Contractor's Failure To Comply with All Requirement and Contractual Obligations. The CONTRACTOR'S failure to comply with any and all of the conditions of this Agreement, referenced herein and made a part hereof, may result in the denial or rejection of future funding to the CONTRACTOR from the CITY.

S. Assignment. The CONTRACTOR may not assign rights or duties under an award, or subcontract delivery of services, without the prior written

1 consent of the CITY. Such consent shall not relieve the CONTRACTOR of liability  
2 in the event of default by its assignee.

3 2. FRAUD, WASTE, AND ABUSE. The CONTRACTOR understands  
4 that CITY does not tolerate any type of fraud, waste, or misuse of funds. CITY'S policy is  
5 to promote consistent, legal, and ethical organizational behavior, by assigning  
6 responsibilities and providing guidelines to enforce controls. Any violations of law or  
7 standards of ethical conduct will be investigated, and appropriate actions will be taken. The  
8 CONTRACTOR understands and agrees that misuse of award funds may result in a range  
9 of penalties, including suspension of current and future funds, suspension or debarment  
10 from federal, state, and City grants, recoupment of monies provided under an award, and  
11 civil and/or criminal penalties.

12 3. CERTIFICATION REGARDING LOBBYING. By entering into this  
13 Agreement, CONTRACTOR is certifying:

14 A. No Federal appropriated funds have been paid or will be paid,  
15 by or on behalf of the CONTRACTOR, to any person for influencing or attempting  
16 to influence an officer or employee of an agency, a Member of Congress, an officer  
17 or employee of Congress, or an employee of a Member of Congress in connection  
18 with the awarding of any Federal contract, the making of any Federal grant, the  
19 making of any Federal loan, the entering into of any cooperative agreement, and  
20 the extension, continuation, renewal, amendment, or modification of any Federal  
21 contract, grant, loan, or cooperative agreement.

22 B. If any funds other than Federal appropriated funds have been  
23 paid or will be paid to any person for influencing or attempting to influence any officer  
24 or employee of any agency, a Member of Congress, an officer or employee of  
25 Congress, or an employee of a Member of Congress in connection with this Federal  
26 contract, grant, loan or cooperative agreement, the undersigned shall complete and  
27 submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance  
28 with its instructions.

1 C. The CONTRACTOR shall require that the language of this  
2 certification be included in the award documents for all subawards at all tiers  
3 (including subcontracts, subgrants, and contracts under grants, loans, and  
4 cooperative agreements) and that all subrecipients shall certify and disclose  
5 accordingly.

6 D. This certification is a material representation of fact upon which  
7 reliance was placed when this transaction was made or entered into. Submission of  
8 this certification is a prerequisite for making or entering into this transaction imposed  
9 by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any  
10 person who fails to file the required certification shall be subject to a civil penalty of  
11 not less than \$10,000 and not more than \$100,000 for each such failure. The  
12 CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement  
13 of its certification and disclosure, if any. In addition, CONTRACTOR understands  
14 and agrees that the provisions of 31 U.S.C. Sec. 3801 et seq. apply to this  
15 certification and disclosure, if any.

16 4. SEVERABILITY. If any provisions of this Agreement are rendered or  
17 declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be  
18 modified or deleted in such manner so as to afford the party for whose benefit it was  
19 intended the fullest benefit commensurate with making this Agreement, as modified,  
20 enforceable, and the remainder of this Agreement and the application of such provision to  
21 other persons or circumstances shall not be affected thereby, but shall be enforced to the  
22 greatest extent permitted by applicable law.

23 5. AMBIGUITIES. To the extent the terms and conditions of this  
24 Agreement do not address a particular circumstance or are otherwise unclear or  
25 ambiguous, such terms and conditions are to be construed consistent with the general  
26 objectives, expectations and purposes of this Agreement and in all cases, according to its  
27 fair meaning. The parties acknowledge that each party and its counsel have reviewed this  
28 Agreement and that any rule of construction to the effect that any ambiguities are to be

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Lona Beach, CA 90802-4511

1 resolved against the drafting party shall not be employed in the interpretation of this  
2 Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed  
3 in such a manner as to accomplish the purpose of the Agreement.

4 6. CLEAN AIR ACT. The following is only applicable if the amount of the  
5 contract exceeds \$150,000: (1) CONTRACTOR agrees to comply with all applicable  
6 standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42  
7 U.S.C. § 7401 et seq.; (2) CONTRACTOR agrees to report each violation to ATG and  
8 understands and agrees that the ATG will, in turn, report each violation as required to  
9 assure notification to the Federal Emergency Management Agency, and the appropriate  
10 Environmental Protection Agency Regional Office; and (3) CONTRACTOR agrees to  
11 include these requirements in each subcontract exceeding \$150,000 financed in whole or  
12 in part with federal assistance provided by this Agreement.

13 7. CONTRACT PROVISIONS UNDER FEDERAL AWARDS. All  
14 contracts made by a CONTRACTOR under a federal award must contain the provisions  
15 outlined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit  
16 Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-  
17 Federal Entity Contracts Under Federal Awards.

18 8. NON-DEBARMENT REQUIREMENTS. The CONTRACTOR certifies,  
19 and, if the CITY, State of California or the United States Federal government requires shall  
20 further certify that they were not debarred by the State of California or the United States  
21 Federal government at the time of submitting a proposal, and hereby certifies and will  
22 further certify that the CONTRACTOR shall immediately notify the CITY should their  
23 debarment status change anytime during the performance period.

24 9. TAX IMPLICATIONS AND CONSEQUENCES. The City makes no  
25 representations as to the tax consequences associated with the disbursement of CRF  
26 funds related to this agreement, and any determination related to this issue is the sole  
27 responsibility of the Contractor. Contractor acknowledges consulting with its own tax  
28 advisors or tax attorneys regarding this transaction or having had an opportunity to do so

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Lona Beach, CA 90802-4511

1 prior to signing this agreement. Contractor acknowledges the City cannot provide advice  
2 regarding the tax consequences or implications of the CRF funds disbursed to Contractor  
3 under the terms of this agreement.

4           10. NOTICE. Any notice given under this Agreement shall be in writing  
5 and personally delivered or deposited in the U.S. Postal Service, return receipt, and shall  
6 be delivered or mailed to Contractor at the relevant address first stated above, and to the  
7 City at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager.  
8 Notice shall be deemed given three days after deposit in the mail.

9           11. TERMS INCORPORATED. The terms appearing on the Houston  
10 Contract are incorporated in this Agreement, except Sections 4, 5, 17 and 27 of the  
11 Standard Purchasing Agreement contained in the Houston Agreement.

12           12. TAX. Contractor shall cooperate with the City in all matters relating to  
13 self-accrual of use tax. Contractor shall contact the City Treasurer for additional  
14 information regarding self-accrual.

15           13. This Agreement and all documents which are incorporated by  
16 reference in this Agreement constitute the entire understanding between the parties and  
17 supersede all other agreements, oral or written, with respect to the subject matter of this  
18 Agreement.

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 IN WITNESS WHEREOF, the parties have caused this document to be duly  
2 executed with all formalities required by law as of the date first stated above.

3 Sworn To Before Me This Day Of

UNITE USA INC., a Delaware corporation

4 NOV 11 2020, 2020

By *John Justice*  
5 Name JOHN JUSTICE  
6 Title President

*Jenice Hernandez*

7 **Jenice Hernandez**  
Notary Public, State of New York  
8 No. 01HE6359254  
Qualified in Bronx County  
Certified in New York & Kings County  
9 Commission Expires May 22, 2021  
The UPS Store | 182 Nassau St | 212.406.9010  
New York, NY

"Contractor"

CITY OF LONG BEACH, a municipal corporation

10 November 23, 2020

By *Linda J. Tatum*  
City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

"City"

11 This Agreement is approved as to form on November 16, 2020.

12 CHARLES PARKIN, City Attorney

13 By *[Signature]*  
14 Deputy

LONG BEACH, CA 90802-4511

1 IN WITNESS WHEREOF, the parties have caused this document to be duly  
2 executed with all formalities required by law as of the date first stated above.

3 Sworn To Before Me This Day Of

UNITE USA INC., a Delaware corporation

4 NOV 11 2020, 2020

By [Signature]  
Name Esther Fank  
Title Chief Legal Officer

5 [Signature]  
6

**Jenice Hernandez**  
Notary Public, State of New York  
No. 01HE6359254  
Qualified in Bronx County  
Certified in New York & Kings County  
Commission Expires May 22, 2021  
The UPS Store 182 Nassau St | 212.406.9010

"Contractor"

CITY OF LONG BEACH, a municipal corporation

7 November 23, 2020

8 By [Signature]  
9

City Manager  
EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

"City"

10 This Agreement is approved as to form on November 16, 2020.

11 CHARLES PARKIN, City Attorney

12 By [Signature]  
13 Deputy  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4511



# EXHIBIT “A”

Form No: OGC-S-2010-06

### Standard Purchasing Agreement

This Standard Purchasing Agreement ("Agreement") is entered into between the University of Houston \_\_\_\_\_ on behalf of the Department/College/Division/School of College of Medicine \_\_\_\_\_ ("University") and Unite USA, Inc. \_\_\_\_\_ ("Contractor"). University and Contractor may be referred to singularly as a "Party" and collectively as the "Parties."

1. **TERM:** The term of this Agreement ("Term") will begin on May 20, 2020 and end on May 19, 2023, unless terminated earlier pursuant to the terms of this Agreement or extended by mutual written agreement of the Parties.

2. **SERVICES:** Insert detailed description of the goods and/or services to be provided by Contractor pursuant to this Agreement ("Services") and attach additional pages if necessary. The Services are defined in the Master Cloud Services and Network Management Agreement attached hereto (the "Master Agreement") and more specifically described in the Statement of Work attached to the Master Agreement.

← Check here if an exhibit, offer, proposal or other similar document (collectively, "Attachment") is being added as part of this Agreement. Any such Attachment: (i) should be described above in this Section 2 and attached to this Agreement; and (ii) is hereby incorporated by reference. In the event of any inconsistency between the Attachment and this Agreement, this Agreement will prevail.

3. **COMPENSATION:** Check one box only:

**This is a fixed price contract.** University will pay Contractor the amount of \$ \_\_\_\_\_.

**This is not a fixed price contract.** University will pay Contractor an amount not to exceed \$ \_\_\_\_\_ (based on an hourly fee and/or other method of calculation as follows: \_\_\_\_\_).

**This is not a fixed price contract and will be performed on a service-order basis.** University will pay Contractor an amount not to exceed \$ 570,500.00 (based on service order form(s) to be completed and signed by the Parties, a version of which will be provided to Contractor by University). University will engage Contractor on an "as-needed if needed" basis and does not guarantee the purchase of any quantity or dollar amount of Services ← except as set forth in the Statement of Work.

4. **PAYMENT TERMS:** Contractor shall submit detailed invoices to University describing the Services rendered, the times when such Services were performed, compensable expenses and the amount due. University will pay undisputed amounts within thirty (30) days of receiving invoices. Payment terms are subject to Chapter 2251 of the Texas Government Code.

5. **ELIGIBILITY TO RECEIVE PAYMENT:** In accordance with Section 231.006 of the Texas Family Code and Sections 2155.004 and 2155.006 of the Texas Government Code, Contractor certifies that it is not ineligible to receive this Agreement and payments under this Agreement and acknowledges that University may terminate this Agreement and/or withhold payment if this certification is or becomes inaccurate. Contractor acknowledges that, in accordance with Section 403.055 of the Texas Government Code, as applicable, if the Texas Comptroller of Public Accounts is currently prohibited from issuing a warrant to Contractor, Contractor agrees that payments under this Agreement will be applied to the debt or delinquent taxes owed to the State of Texas until the debt or delinquent taxes are paid in full.

6. **CONTRACTOR'S STATUS AND RESPONSIBILITIES:** In performing the Services, Contractor will be deemed an independent contractor and not University's agent or employee. This Agreement will not be construed to create any partnership, joint venture or other similar relationship between the Parties. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the Services. Contractor shall perform the Services in strict accordance with this Agreement and in accordance with the ~~highest standards of care, skill, diligence and professional competence applicable to contractors engaged in providing similar services.~~  ← Check here if Contractor is an individual and has been a temporary or permanent employee of the State of Texas (including any component of the University of Houston System) within the past two (2) years. If so, Contractor must attach a separate statement setting forth the name of the agency or department by which Contractor was employed, the dates of employment, the annual rate(s) of compensation during such employment and the nature of Contractor's assigned duties.

Master Agreement

INITIAL  
X

74

INITIAL  
X

74

Form No: OGC-S-2010-06

- 7. **INTELLECTUAL PROPERTY:** Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.
- 8. **OWNERSHIP OF WORK PRODUCT:** ~~All work product, including any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this Agreement will be deemed works for hire and the exclusive property of University. Contractor shall deliver all such materials to University upon completion, termination or cancellation of this Agreement. Any programs, data or other materials furnished by University for use by Contractor in connection with the Services performed under this Agreement will remain University's property.~~
- 9. **INDEMNITY:** ~~To the fullest extent permitted by law, Contractor shall indemnify and hold harmless University, its component institutions and each of their directors, officers, agents and employees from and against all liability, loss, expense (including reasonable litigation costs and attorney fees), or claims for injury or damages arising out of the performance of this Agreement (collectively, "Claim") to the extent the Claim arises from the negligence, willful act, breach of contract or violation of law by Contractor, its employees, agents, contractors or subcontractors.~~ in accordance with the Master Agreement.
- 10. **INSURANCE:** Unless an appropriate University representative agrees to waive the requirements by initialing the designated space near the signature block below, Contractor shall comply with the following requirements ("Insurance Requirements"): Contractor shall maintain on a primary basis, at its sole expense the following insurance coverage's described herein. Commercial General Liability insurance coverage of \$1,000,000 per occurrence. If, during the Term, Contractor will enter University property, Contractor shall also maintain the following insurance: (i) Worker's Compensation coverage as required by law with statutory limits for the State of Texas, including Employers Liability coverage of \$1,000,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability Policy or a separate Commercial Auto Liability Policy (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. ~~All policies must contain a waiver of subrogation against University. Commercial General Liability and Commercial Automobile Liability policies must name University as Additional Insured.~~ Contractor shall provide Certificates of Insurance evidencing the Insurance Requirements prior to the start of work.
- 11. **INSPECTION AND ACCEPTANCE OF SERVICES:** ~~University reserves the right to inspect the Services provided under this Agreement at all reasonable times and places during the Term. If any of the Services do not conform to the requirements set forth in this Agreement, University may (i) require Contractor to perform the Services again in conformity with such requirements, with no additional charge to University; or (ii) equitably reduce payment due Contractor to reflect the reduced value of the Services performed. These remedies do not limit other remedies available to University in this Agreement or otherwise available at law.~~
- 12. **RISK OF LOSS:** ~~All work performed by Contractor pursuant to this Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by University. In the case of any loss or damage to the work prior to University's acceptance, such loss or damage will be Contractor's responsibility. Delivery of any goods to University pursuant to this Agreement must be FOB destination.~~
- 13. **COMPLIANCE:** Contractor shall observe and abide by all applicable local, state and federal laws (including without limitation the Jeanne Clery Act), regulations and University policies and procedures.
- 14. **CONFIDENTIALITY; DATA PROTECTION:** Subject to the Texas Public Information Act (Chapter 552 of the Texas Government Code) and any similar legal requirements, neither Party shall disclose any confidential information obtained from the other Party without such Party's prior written approval. As applicable, Contractor shall maintain and process all information it receives in compliance with all applicable data protection/privacy laws and regulations and University policies.
- 15. **PUBLICITY:** Contractor shall not use University's name, logo or other likeness in any press release, marketing material or other announcement without University's prior written approval.
- 16. **SUBCONTRACTORS:** If Contractor is permitted to subcontract any of the Services, Contractor shall ensure that each subcontractor complies with all provisions of this Agreement. Contractor will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the Services.
- 17. **PRODUCTS AND MATERIALS PRODUCED IN TEXAS:** [REDACTED]



74



74



74



74



74

Form No: OGC-S-2010-06

- 18. **BONDS:** ~~If applicable to the Services and this Agreement, Contractor shall secure payment and/or performance bonds in accordance with Section 2253.021 of the Texas Government Code upon executing this Agreement.~~   
 no more than once annually upon no less than sixty (60) days written notice; provided that additional audits may be performed if required by applicable law.
- 19. **AUDIT:** Execution of this Agreement constitutes Contractor's acceptance of the authority of University, the Texas State Auditor and/or their designated representative (collectively, "Auditor") to conduct audits or investigations in connection with this Agreement. Contractor agrees to cooperate with the Auditor conducting such audits or investigations and to provide all information and documents reasonably requested.
- 20. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of this Agreement.
- 21. **DEFAULT:** A Party will be in default of this Agreement if such Party fails to comply with any obligation in this Agreement and such failure continues for ~~ten (10)~~ thirty (30) days after receiving written notice from the non-defaulting Party. In the event of default, the non-defaulting Party, upon written notice to the defaulting Party, may terminate this Agreement as of the date specified in the notice, and may seek other relief as provided by law.
- 22. **TERMINATION FOR CONVENIENCE:** University may terminate this Agreement in writing at any time upon ~~providing at least thirty (30) days written notice to Contractor. University will only be liable for payment for Services received prior to the effective date of such termination.~~   
 accordance with the Master Agreement
- 23. **NOTICE:** Any notice required or permitted by this Agreement must be in writing and addressed to the Party at the address set forth below, or such other address as is subsequently specified in writing. Notices will be effective as of the date: (i) delivered by hand, (ii) delivered by national courier service or Registered/Certified Mail, postage prepaid, return receipt requested, or (iii) received by facsimile.

To University:
<div style="background-color: black; width: 100%; height: 40px; margin-bottom: 10px;"></div> <div style="background-color: black; width: 100%; height: 40px;"></div>

To Contractor:
Unite USA, Inc. _____ Attn: Finance: General Counsel _____ Address: 217 Broadway, Floor 8 _____ New York, NY 10007 _____ <b>with a copy to:</b> legal@uniteus.com: finance@uniteus.com _____ Attn: Finance: General Counsel _____ Address: _____ _____

- 24. **BREACH OF CONTRACT CLAIMS:** To the extent Chapter 2260 of the Texas Government Code is applicable to this Agreement and not preempted by other law, the dispute resolution process provided by Chapter 2260 and the rules adopted by the Texas Attorney General will be used by the Parties to attempt to resolve any claim for breach of contract made by Contractor against University that cannot be resolved in the ordinary course of business.
- 25. **FUNDING CONTINGENCY:** University's performance under this Agreement may be dependent upon appropriation of funds by the Texas State Legislature ("Legislature") and/or allocation of funds by University's Board of Regents ("Board"). If the Legislature fails to appropriate the necessary funds or the Board fails to allocate the necessary funds, University may terminate this Agreement without liability by providing written notice to Contractor.
- 26. **CONTRACTOR REPRESENTATIONS:** If Contractor is a business entity, it represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) it is authorized and in good standing to conduct business in the State of Texas; (iii) it has all necessary power and has received all necessary approvals to execute and perform its obligations in this Agreement; and (iv) the individual executing this Agreement on behalf of Contractor is authorized to do so.
- 27. **PUBLIC INFORMATION.** University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act. In accordance with Section 552.002 of the Texas Public Information Act and Section 2252.907 of the Texas Government Code, and at no additional charge to University, Contractor will make any information created or exchanged with University pursuant to this Agreement (and not otherwise exempt from disclosure under the Texas Public Information Act) available in a format reasonably requested by University that is accessible by the public.
- 28. **WAIVER:** Waiver by either Party of a breach or violation of any provision of this Agreement will not operate as a waiver of any subsequent breach.
- 29. **SURVIVAL:** Termination or expiration of this Agreement will not affect the Parties' rights or obligations that, by their nature and context, are intended to survive termination or expiration.

INITIAL

/s/

INITIAL

/s/

INITIAL

/s/

Form No: OGC-S-2010-06

- 30. **ELECTRONIC DELIVERY:** Execution and delivery of this Agreement by exchange of email or fax copy containing the signature of a Party will constitute a valid and binding execution and delivery of this Agreement by such Party.
- 31. **LIMITATIONS:** Terms and conditions of this Agreement will only be binding on University to the extent permitted by the Constitution and laws of the State of Texas.
- 32. **NO FRAUD VIOLATIONS:** Contractor affirms that it has not been administratively or judicially determined to have committed fraud or any other material violation of law involving Federal, State, or local government funds and that it does not employ officers or employees that have been convicted of, or pled *nolo contendere* or guilty to, a crime involving the acquisition, use, or expenditure of Federal, State, or local government funds.
- 33. **FOREIGN NATIONAL INFORMATION ADDENDUM:** Contractor must check the appropriate box. The Contractor **IS NOT BOTH** an individual and a Foreign National (i.e., is not a U.S. Citizen or U.S. Resident Alien)  or the Contractor **IS BOTH** an individual and a Foreign National . A Contractor who is **BOTH** an individual and a Foreign National must complete the Foreign National Information Addendum located on the University of Houston website (<http://www.uh.edu/legal-affairs/contract-administration/contract-documents/amendments-addenda/>) and submit it with this Agreement to the University. This information is required to ensure that the Contractor is eligible to receive payment and that the correct tax withholding, if any, is applied to that payment. The Foreign National Addendum must be submitted to the University at least three weeks before services will be performed under this Agreement. Contractors who are not individuals and Foreign Nationals are not required to attach the Foreign National Information Addendum to this Agreement.

34. **GOVERNING LAW; VENUE:**

[Redacted text]

Except as set forth in the Master Agreement,

- 35. **MISCELLANEOUS:** This Agreement, together with any Attachment(s), constitutes the entire agreement between the Parties with respect to the subject matter hercof, and supersedes all prior contracts, agreements, representations and understandings made by the Parties relating to such subject matter. This Agreement may not be amended or otherwise modified except by the written agreement of both Parties. Contractor may not assign this Agreement without University's prior written consent. The invalidity or unenforceability of any provision(s) of this Agreement will not impair the validity and enforceability of the remaining provisions.

INITIAL  
74

**Insurance Requirements Waiver** – IF the Insurance Requirements are not applicable to the Services or if University otherwise chooses to waive such requirements for purposes of this Agreement, the appropriate University representative from the **Department of Risk Management** may waive the requirements by initialing here: →

Otherwise, Contractor must satisfy the Insurance Requirements specified in this Agreement.

University of Houston
Signature: <u>Stephen J. Spaur</u>
Printed Name: <u>Stephen J. Spaur</u>
Title: <u>Founding Dean COM</u>
Date: <u>7/9/2020</u>

<b>CONTRACTOR:</b>
Signature: <u>Taylor Justice</u>
Printed Name: <u>Taylor Justice</u>
Title: <u>Co-Founder and President</u>
Date: <u>7/8/2020</u>

**Additional Information Security Provisions.** Contractor agrees to the following additional provisions: (i) unless Contractor is legally forbidden to do so, Contractor shall immediately inform University of any subpoena or other legal request for University's data, so University may seek a protective order for such data and Contractor shall not provide such data without providing such notice to University; (ii) upon termination of this Agreement, Contractor shall securely destroy and/or remove all of University's data that is in its possession and Contractor shall allow University staff to download /export University's data for records retention purposes; (iii) Contractor shall immediately notify University of any data/security breach relating to data provided by University and shall allow University staff to access log information relating to any investigation related to such breach; (iv) if such a data/security breach occurs, Contractor shall indemnify University and individual users whose data was breached for any costs related to such breach, including without limitation costs related to engagement of identity theft prevention and monitoring services; and (v) if Contractor's work under this Agreement includes receipt or transfer of data from persons or entities in European Union member states, Contractor represents and warrants that it is in compliance with all applicable provisions of the European Union's General Data Protection Regulation ("GDPR").

INITIAL  
74

APPROVED AS TO FORM BY:  
(AS MODIFIED) BY:

M. Yagnice  
OFFICE OF THE GENERAL COUNSEL  
UNIVERSITY OF HOUSTON SYSTEM

**MASTER CLOUD SERVICES AND NETWORK MANAGEMENT AGREEMENT**

This Master Cloud Services and Network Management Agreement (the "Agreement") is entered into as of this 20<sup>th</sup> day of May, 2020 (the "Effective Date") by and between Unite USA Inc., a Delaware corporation having its principal place of business at 217 Broadway, Floor 8, New York, NY 10007 ("Unite Us") and University of Houston, 4800 Calhoun Rd, Houston, TX 77004 ("Customer").

Unite Us owns and operates a proprietary case management and network care coordination software tool that enables Network Participants (as defined below) to provide and manage services, collaborate, and transfer specific data either intra-organizationally or across a network (the "Network") of Network Participants (the "Service Software," as hosted by Unite Us and as updated by Unite Us from time to time). This Agreement provides for Unite Us to make the Service Software and other Services (as defined below) available to Customer via the public internet for use by Customer in accordance with the terms and conditions set forth herein. This Agreement is comprised of this Master Cloud Services and Network Management Agreement and the Statement of Work (attached hereto as Exhibit A) and any additional statements of work, exhibits, schedules or attachments attached hereto and specifically referenced herein. Capitalized terms used herein shall have the meaning set forth in this Agreement or as otherwise defined herein.



74

the Standard Purchasing Agreement this Agreement is attached and subject to,

**GENERAL TERMS AND CONDITIONS**

**1. DEFINITIONS**

For purposes of this Agreement, the following terms shall have the following meanings:

**1.1 "Authorized User"** means an individual who is an employee, consultant or agent of Customer who has been authorized by Customer to access the Service Software pursuant to Customer's rights under this Agreement.

**1.2 "Confidential Information"** means information and data relating to a party's products, services, technology and systems, business requirements and plans, requests for proposal, pricing, finances, costs, and other similar non-public business information which (a) is marked to indicate its confidential or proprietary status or (b) by its nature is proprietary or non-public, even if not marked, and regardless how disclosed. The Documentation and Project Materials (each as defined below) shall be considered the Confidential Information of Unite Us. Confidential Information does not include information which a party can demonstrate (w) was or becomes publicly known through no fault of the receiving party; (x) was known by the receiving party before receipt from the providing party; (y) was rightfully received by the receiving party without confidential or proprietary restriction from a source other than the providing party that does not owe a duty of confidentiality to the providing party with respect to such Confidential Information; or (z) was independently developed by the receiving party without the use of the Confidential Information.

**1.3 "Covered Affiliate"** means any affiliate of Customer that is expressly subject to a Statement of Work under this Agreement.

**1.4 "Customer Data"** means all data and information entered into the Service Software by Authorized Users.

**1.5 "Dispute"** has the meaning set forth in Section 14.5.

**1.6 "Documentation"** means all reference and user manuals and guides describing the Service Software and other supporting technical information, materials and documentation.

**1.7 "End User License Agreement"** has the meaning set forth in Section 2.2.

**1.8 "HIPAA"** means the Health Insurance Portability & Accountability Act of 1996, P.L. 104-191, as amended from time to time, together with its implementing regulations promulgated under HIPAA and under the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), Title XIII of Division A and Title

IV of Division B of the American Recovery and Reinvestment Act of 2009 (“ARRA”), by the U.S. Department of Health and Human Services, including, but not limited to, the Privacy Rule, the Security Rule and the Breach Notification Rule, as amended from time to time.

**1.9 “Implementation Services”** means configuration, implementation and other services specified in an applicable Statement of Work which are provided by Unite Us to Customer to facilitate Customer’s implementation and use of the Services. For the avoidance of doubt, Implementation Services include primarily information technology related services such as software configuration, but shall not include software development or customization or Network Management Services, as further defined below.

**1.10 “Indemnified Party”** has the meaning set forth in Section 11.1.

**1.11 “Indemnifying Party”** has the meaning set forth in Section 11.1.

**1.12 “Initial Term”** has the meaning set forth in Section 13.1.

**1.13 “Intellectual Property Rights”** means worldwide statutory and common law rights associated with: (a) patents and patent applications; (b) works of authorship, including copyrights, copyright applications, copyright registrations, and “moral rights”; (c) the protection of trade and industrial secrets and Confidential Information; (d) trademarks and service marks; (e) divisions, continuations, renewals, and re-issuances of any of the foregoing, whether now existing or acquired in the future; and (f) all other intellectual property rights enforceable under the Laws of any jurisdiction where the Services are used or from which any Services are provided.

**1.14 “Law”** means any law, statute, implementing regulation or mandatory agency guidance, executive order, ordinance or case law, including governmental healthcare program statutes, regulations and policies.

**1.15 “Losses”** has the meaning set forth in Section 11.1.

**1.16 “Network”** has the meaning set forth in the Preamble hereto.

**1.17 “Network Data”** means any content or data uploaded, input, submitted, or transmitted to the Network, other than Customer Data.

**1.18 “Network Management Services”** means, if applicable, the non-technical implementation and program management services in support of Customer’s care coordination efforts and the Network, and as further set forth in the Statement of Work. For the avoidance of doubt, “Network Management Services” does not include the Service Software or related platform, content, Documentation, Implementation Services, hosting, management, support and maintenance services but applies to the specific professional services and/or Project Materials described in the applicable executed Statement of Work.

**1.19 “Network Participants”** means those health care and social service providers who have entered into a Network Participation Agreement with Unite Us. For purposes of this Agreement, Network Participants shall also include authorized “public health authorities” permitted to collect and receive protected health information pursuant to 45 C.F.R. § 164.512(b)(i) for public health activities, whether or not such public health authorities have entered into a Network Participation Agreement.

**1.20 “Personal Information” or “PII”** means personally identifiable information, data or records relating to or concerning any patient, member, plan participant, employee or contractor of any Customer entity, including, without limitation, PHI (defined below), employee records and, if applicable, “Cardholder Data” under the Payment Card Industry data security standards.

**1.21 “PHI”** means member records and other Protected Health Information as defined under HIPAA.

**1.22 "Project Material"** means any and all materials made available by Unite US to Customer under this Agreement, including reports, designs, analyses, recommendations, configurations, specifications, work plans, and other similar materials.

**1.23 "Services"** means the Service Software, platform, content, Documentation, Implementation Services, hosting, management, support and maintenance services and any other services, including the Network Management Services, together with all Updates and workarounds, corrections, modifications, and improvements, provided by Unite Us under this Agreement or as described in an applicable Statement of Work hereto. Any services, functions, processes and responsibilities, whether or not specifically described in an applicable Statement of Work, that are required for or inherent in the proper performance and delivery of the Services described therein shall be deemed to be part of the Services.

**1.24 "Service Levels"** means the service levels applicable to certain Services provided to Customer, as set forth in an applicable Statement of Work.

**1.25 "Service Software"** has the meaning set forth in the Preamble hereto.

**1.26 "Services Fees"** means the one time and recurring fees for the Services as set forth in an applicable Statement of Work.

**1.27 "Specifications"** means the features, functions, interface specifications and other technical or functional specifications applicable to the Service Software or Services that are identified or referenced in this Agreement, the applicable Statement of Work and the Documentation.

**1.28 "Statement of Work"** means an ordering document, in the form specified in Exhibit A, setting forth the Services to be provided hereunder, and all applicable Services Fees, that is signed by authorized representatives of Unite Us and Customer.

**1.29 "Unite Us Infrastructure"** means the computer hardware, software, communications systems, IT or telecommunications network and other infrastructure used by Unite Us to host and provide the Service Software.

**1.30 "Term"** has the meaning set forth in Section 13.1.

**1.31 "Updates"** means any modifications, error corrections, bug fixes, new releases, updates and upgrades to the Service Software (and any related Documentation) that may be provided or otherwise made available by Unite Us from time to time to customers of the Services.

## **2. SERVICES**

**2.1 Provision of Services.** Customer and Unite Us shall execute one or more Statements of Work during the Term of this Agreement and Unite Us shall use commercially reasonable efforts to provide the Services ordered thereunder in accordance with the Service Levels and other terms and conditions of this Agreement. Unite Us will perform the setup and Implementation Services set forth in the applicable Statement of Work. Unite Us will provide Customer and its Authorized Users with access via the public internet to the Service Software during the Term subject to the terms and conditions of this Agreement and as further set forth in the applicable Statement of Work. The Services (other than the Network Management Services), the Service Software, Documentation, and any Project Material provided by Unite Us hereunder shall be delivered to Customer only by electronic means. A Statement of Work will be effective only if signed by authorized representatives of both parties referencing this Agreement. Except as otherwise provided in the applicable Statement of Work, the Services Fees set forth in the Statement of Work include all fees and costs for all Services unless otherwise agreed upon by the parties.

**2.2 Access to Services.** Unite Us shall provide Customer with the credentials and any other materials needed for Customer and its Authorized Users to access and use the Services. Customer may reproduce the Documentation solely as reasonably required for its use consistent with the terms of this Agreement. Customer shall



not and shall not permit any Authorized Users to remove any copyright notice, trademark notice, and/or other proprietary legend set forth on or contained within any of the Documentation. Each Authorized User accessing the Service Software will enter electronically into an end-user license agreement governing the access to, use of, and all rights and obligations of the end-user relating to the Service Software.

**2.3 Hosting Infrastructure.** Unite Us shall be solely responsible for the setup, configuration, operation and management of the Services and the Unite Us Infrastructure. The Unite Us Infrastructure used to provide the Services shall be hosted at a physical location in the United States. In no event shall Unite Us copy, store, access, process or maintain any Personal Information outside of the United States. From time to time Unite Us may maintain back-up copies of Personal Information at offsite data storage locations within the United States.

**2.4 No Software Development.** The parties agree that the performance of any software development or customization services is outside the scope of this Agreement. The parties may elect to enter into a separate Statement of Work setting forth the terms and conditions of any additional development or customization work.

### 3. USE OF SERVICES BY CUSTOMER

**3.1 License to Customer.** Unite Us hereby grants to Customer a worldwide, non-exclusive, and non-transferable right and license during the Term to: (a) access and use the Service Software and any related Project Materials for the benefit of Customer and Covered Affiliates; (b) reproduce, distribute and display the Documentation to Authorized Users; and (c) use and access any Network Data as necessary for the care and treatment of patients or individuals seeking treatment or services from Customer in compliance with HIPAA and other applicable Laws relating to privacy.

**3.2 Authorized Users.** Customer shall be responsible for the acts or omissions of any person who accesses the Services using passwords or access procedures provided to or created by Customer, Covered Affiliates or an Authorized User. Unite Us reserves the right to refuse registration of, or to cancel, login IDs that violate the terms and conditions set forth in this Agreement. Customer agrees to notify Unite Us immediately upon learning of any unauthorized use of Customer's or an Authorized User's account or any other breach of security.

**3.3 Restrictions.** Other than as expressly permitted herein, Customer may not and may not permit third parties to: (a) sell, assign, sublicense or otherwise transfer the Service Software or Network Data to third parties; (b) resell the Service Software or Network Data to any third party; (c) use the Service Software to provide or perform service bureau processing, or hosting services for any third party other than Covered Affiliates; (d) otherwise use the Service Software or Network Data for the benefit of any third party other than Covered Affiliates; (e) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code of the Service Software, or the underlying ideas, algorithms or trade secrets therein; (f) use the Service Software to knowingly transmit malware, spam or other unsolicited emails in violation of Law, or to post or send any unlawful, threatening, harassing, racist, abusive, libelous, pornographic, defamatory, obscene, or other similarly inappropriate content; or (g) otherwise use the Service Software or Network Data in violation of any Law.

### 4. SERVICE COMMENCEMENT

**4.1 Services Timeline.** Unite Us shall commence providing the Services to Customer on the Effective Date unless otherwise specified in the applicable Statement of Work. The timeline for the performance of any Network Management Services and Implementation Services shall be agreed to by the parties and set forth in the applicable Statement of Work.

### 5. SUPPORT

**5.1 Support.** Unite Us shall provide the maintenance and support services described herein and in an applicable Statement of Work with respect to the Service Software, including as applicable: (a) causing the Service Software to operate according to the Specifications and correcting reported errors in accordance with the Service

Levels; (b) performing standard preventive maintenance on the Unite Us Infrastructure used to support the delivery of Service Software; and (c) providing maintenance and support as set forth in the Statement of Work.

**5.2 Updates.** Unite Us shall maintain and provide periodic Updates to the Services. During the Term, Unite Us shall make all applicable Updates made available by Unite Us to its other customers of the Services available to Customer hereunder. Any Update that requires a material change to Customer's systems, processes or manner of access to the Services shall be subject to Customer's prior written approval. Any Update made available by Unite Us hereunder shall be deemed part of the Services and shall be subject to the terms and conditions of this Agreement. To the extent Unite Us acquires some or all components of the Services and associated Unite Us Infrastructure from third parties, Unite Us shall be responsible for obtaining appropriate updates and upgrades from such third parties and applying them in a manner that does not materially disrupt the provision of Services to Customer and in accordance with any Service Levels.

## 6. FEES AND PAYMENT

**6.1 Services Fees.** Customer will pay Unite Us the Services Fees set forth in the Statement of Work. The Service Fees are inclusive of all fees, charges, expenses and costs for Unite Us' performance under this Agreement. Unite Us shall invoice Customer for the Services Fees on the basis set forth in the applicable Statement of Work.

**6.2 Payment Terms.** Customer will pay all undisputed Service Fees due within thirty (30) days of Customer's receipt of an invoice from Unite Us, with the exception of the first invoice, which shall be payable on the Effective Date. If the Customer disputes an invoice in whole or in part, Customer will provide written notice to Unite Us stating the amount and basis of Customer's objection of receipt of the invoice. Past due amounts which are not subject to a good faith dispute shall bear a late payment charge, until paid, at the rate of one and one-half percent (1.5%) per month or the maximum amount permitted by applicable Law, whichever is less.

**6.3 Taxes.** Customer shall pay all applicable state sales or use taxes to Unite Us resulting from the provision of Services under this Agreement or will provide proof of exemption from such taxes to Unite Us within thirty (30) days of the Effective Date.

## 7. PROPRIETARY RIGHTS

**7.1 Unite Us' Proprietary Rights.** As between Unite Us and Customer or any Authorized User, Unite Us and its licensors own and shall retain all Intellectual Property Rights in and to the Services, the Service Software, Project Materials and Documentation and the Unite Us Infrastructure used to provide the Services to Customer and the other Authorized Users under this Agreement, subject to the rights granted to Customer and the other Authorized Users in this Agreement. Customer and its Authorized Users shall only have those rights and licenses to access and use the Services expressly granted by Unite Us hereunder. If Customer provides any feedback to Unite Us concerning the functionality and performance of the Services (including identifying potential errors or improvements), Customer hereby assigns to Unite Us all right, title and interest in and to the feedback and Unite Us is free to use such feedback without payment or restriction.

**7.2 Customer's Proprietary Rights.** As between Customer and Unite Us, Customer owns and shall retain all Intellectual Property Rights in and to Customer Data and any of its own Confidential Information (including Personal Information) disclosed or created by Customer hereunder. Unite Us shall have only those rights to access and use Customer Confidential Information in the performance of the Services as expressly granted by Customer hereunder. Customer also retains all Intellectual Property Rights in and to all Customer systems, software, patents, copyrights and trade secrets that Unite Us may access or use in its performance of Services for Customer hereunder.

## 8. DATA

**8.1 Data Restrictions.** Customer may include PII in Customer Data and provide PII to Unite Us in the course of using the Services only if: (a) disclosure of such PII is necessary for Customer's exploitation of the Services; (b) Customer has all consents, rights and authorizations necessary to provide Unite Us with the Customer Data

hereunder; (c) such PII is collected by Customer and disclosed to Unite Us pursuant to and in accordance with Customer's applicable privacy policies and (d) Customer's provision of such PII to Unite Us and Unite Us's retention and use of such PII by Unite Us as contemplated under this Agreement does not and will not violate any applicable Customer privacy policy or any applicable Laws.

## **8.2 Data License.**

- (a) Customer hereby grants Unite US an irrevocable, worldwide, non-exclusive, royalty-free, fully paid-up license to use, reproduce, modify, distribute and display Customer Data (i) on the Service Software, (ii) for Network evaluation and reporting purposes and (iii) in connection with providing the Services to Customer.
- (b) Customer hereby grants all Network Participants and their Authorized Users a license to access the Customer Data, and to use and exercise all rights in it, as permitted by the functionality of the Services, provided that the Network Participants and their Authorized Users may not (i) upload, input, submit, transmit, sell, assign, lease, license, or otherwise provide the Customer Data to third parties who are not part of the Network or (ii) use the Customer Data in violation of applicable Law.

## **9. CONFIDENTIAL INFORMATION**

**9.1 Use and Disclosure Restrictions.** Each party agrees: (a) to protect the disclosing party's Confidential Information from unauthorized dissemination and use; (b) to use the disclosing party's Confidential Information only for the performance of the receiving party's obligations and in connection with the exercise of the receiving party's rights hereunder; (c) to disclose any Confidential Information only to those of its employees, agents, or contractors who have a need to know for the performance of their duties and who are bound to comply with confidentiality obligations no less restrictive than the requirements set forth in this Section 9; (d) not to disclose or otherwise provide to any third party, without the prior written consent of the disclosing party, any Confidential Information or any part or parts thereof; (e) to undertake whatever action is necessary to prevent or remedy (or authorize the disclosing party to do so in the name of the receiving party) any breach of the receiving party's confidentiality obligations set forth herein or any other unauthorized disclosure of any Confidential Information by its current or former employees, agents, or contractors; and (f) not to remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.

**9.2 Legally Compelled Disclosures.** Notwithstanding the restrictions on the use and disclosure of Confidential Information set forth in Section 9.1, the receiving party may use or disclose Confidential Information to the extent the receiving party is legally compelled to disclose such Confidential Information; provided, however, prior to any such compelled disclosure the receiving party shall (to the extent allowed under applicable Law) notify the disclosing party and cooperate fully with the disclosing party in protecting against any such disclosure, and if applicable, obtaining a protective order narrowing the scope of such disclosure and use of the Confidential Information.

**9.3 Equitable Relief.** Each party acknowledges and agrees that, due to the unique nature of the Personal Information and other Confidential Information, there may be no adequate remedy at law to compensate the disclosing party for the breach of this Section 9; that any such breach may result in irreparable harm to the disclosing party that would be difficult to measure; and, therefore, that upon any such breach or threat thereof, the disclosing party shall be entitled to seek injunctive and other appropriate equitable relief (without the necessity of posting a bond), in addition to whatever remedies it may have at law, under this Agreement, or otherwise.

## **10. REPRESENTATIONS AND WARRANTIES**

**10.1 Services Warranty.** Unite Us represents, warrants, and covenants that, in all material respects: (a) all Services and any Project Materials will operate in accordance with their applicable Documentation and will conform to their Specifications; (b) all Services will be provided in a professional and workmanlike manner and in accordance with generally accepted industry standards; (c) Unite Us' performance of the Services as provided herein will not violate or contravene any applicable Law promulgated by any applicable government or regulatory body

(including HIPAA); (d) it owns or has the right to license to Customer the Service Software as licensed herein; and (e) to the knowledge of Unite Us, Unite Us' employees, contractors and agents are legally authorized to work at their work locations, and have the certifications, skills and qualifications necessary to perform the Services as set forth herein or in an applicable Statement of Work.

**10.2 Malware, Viruses and Disabling Devices.** Unite Us shall use commercially reasonable efforts designed to ensure the Services and any other Project Materials do not include any of the following: (a) malware, viruses, worms, Trojan horses, spyware and other computer instructions or devices that were designed to, in each case in any material respect, threaten, infect, assault, vandalize, defraud, disrupt, damage, disable, alter, inhibit or shut down the Services or Customer's processing environment or (b) computer instructions, code or other devices intended by Unite Us to limit the use of the Services to particular computers, servers or processors/CPUs.

**10.3 Customer.** Customer represents, warrants and covenants to Unite Us that Customer owns all rights, title and interest in and to the Customer Data, or that Customer has otherwise secured all necessary rights in the Customer Data as may be necessary to permit the access, use and distribution thereof as contemplated by this Agreement. Customer further represents and warrants to Unite Us that: (a) Customer will not, or allow an Authorized User or third party to, take any action, or upload, download, post, submit or otherwise distribute or facilitate distribution of any content on or through the Services that infringes any patent, trademark, trade secret, copyright, right of publicity or any other proprietary right of any other person or entity, or, that violates any Law or contract; (b) Customer will not, or allow an Authorized User or third party to, use the Services in violation of any Law, including HIPAA and any Laws regarding data privacy, marketing or unsolicited messaging, such as the "CAN-SPAM" Act of 2003, 15 U.S.C. §§ 7701-7713 or the Telephone Consumer Protection Act, and any similar Laws of any applicable jurisdiction; (c) the Customer Data will not contain any obscene, defamatory, infringing, illegal, deceptive, or hateful content; (d) the Customer Data will be free of any malware, viruses, worms, Trojan horses, spyware and other computer instructions or devices that were designed to, in each case in any material respect, threaten, infect, assault, vandalize, defraud, disrupt damage, disable, alter, inhibit or shut down the Services or Service Software; and (e) Customer has obtained, and is deemed to have hereby granted all rights and/or licenses necessary to grant the rights granted by it in this Agreement.

**10.4 Sole and Exclusive Remedy.** Customer's sole and exclusive remedy for a breach of Sections 10.1 or 10.2 will be, at Unite Us' option, to either replace or correct the defective portion of the Services, or in the case of 10.1(e), replace or retrain the objectionable employee or contractor within thirty (30) days of being informed of the breach of warranty by Customer.

**10.5 Disclaimer of Warranty.** EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT, CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SERVICE SOFTWARE AND SERVICES ARE AT ITS SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH CUSTOMER. THE SERVICE SOFTWARE IS PROVIDED "AS IS" AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EXCEPT AS OTHERWISE PROVIDED HEREIN, UNITE US EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICE SOFTWARE (INCLUDING ALL THIRD PARTY AND OPEN-SOURCE COMPONENTS), DOCUMENTATION AND PROJECT MATERIALS, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, UNITE US PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, THAT THE LICENSED SOFTWARE OR SUPPORT SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE.

**11. INDEMNIFICATION AND INSURANCE**

to the extent authorized under applicable Law

**11.1 Indemnification.** Each of Unite Us and Customer (each an "Indemnifying Party") agree to indemnify, defend, and hold harmless (including payment of reasonable attorneys' fees) the other, their affiliates, and any employee or agent thereof (each of the foregoing being hereinafter referred to individually as "Indemnified Party") against any losses arising from third party claims (collectively, "Losses") (other than liability arising from the willful misconduct or gross negligence of the Indemnified Party) arising from or in connection with an Indemnifying Party's



7

to the extent authorized under applicable Law

performance of any Services under this Agreement or breach of any obligation or representation, warranty or covenant hereof, but solely to the extent that such liability is directly attributable to such Indemnifying Party. Additionally, Customer shall indemnify, defend, and hold harmless (including payment of reasonable attorneys' fees) Unite Us, its affiliates, and any employee or agent thereof against any third-party claim relating to or arising out of any aspect of the Customer Data used in accordance with this Agreement. The foregoing indemnities shall be subject to (a) the Indemnifying Party having sole control of the defense of such action at its option; (b) the Indemnified Party promptly notifying the Indemnifying Party upon learning of any claim to which the foregoing obligations will apply; and (c) the Indemnified Party providing all reasonable assistance requested by the Indemnifying Party with respect thereto.



74

**11.2 Sole and Exclusive Remedy.** The sole and exclusive remedy for all Losses arising out of this Agreement shall be the indemnification provisions set forth in Section 11.1.

**11.3 Insurance.** Unite Us shall maintain in effect the following policies of insurance covering claims and liabilities arising from this Agreement: (a) all insurance coverages required by applicable Law, including workers' compensation with statutory minimum limits; (b) employer's liability insurance with no less than a \$1,000,000 limit; (c) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and aggregate, providing coverage for bodily injury, personal injury, or death of any persons and injury to or destruction of property, including loss of use resulting therefrom, and also including contractual liability covering Unite Us' liability under this Agreement; (d) professional liability or errors and omissions insurance covering failure of the Services to conform to Specifications with limits of at least \$2,000,000, which provides coverage on an occurrence basis or, if on a claims-made basis, then Unite Us will maintain continuous coverage for two (2) years after the termination or expiration of this Agreement; (e) automobile (or other motor vehicle) liability insurance with not less than a \$1,000,000 limit covering the use of any auto (or other motor vehicle) in the rendering of Services to be provided under this Agreement; (f) if this Agreement involves hosting or processing of any Personal Information, cyber liability insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of not less than \$2,000,000, covering privacy, media, information theft, damage to or destruction of electronic information, intentional and unintentional release of private information, alteration of electronic information, extortion and network security which provides coverage on an occurrence basis or, if on a claims-made basis, then Unite Us will maintain continuous coverage for one (1) year after the termination or expiration of this Agreement; and (g) excess liability insurance with not less than a \$2,000,000 limit for the commercial general liability policy required in subsection (c) above.

**12. LIMITATION OF LIABILITY**

**12.1** IN NO EVENT WILL UNITE US OR ANY OF ITS LICENSORS, PARTNERS OR REPRESENTATIVES BE LIABLE UNDER THIS AGREEMENT TO CUSTOMER, ANY AUTHORIZED USER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR BUSINESS INTERRUPTION, INTERRUPTIONS IN THE UNITE US PLATFORM, UNITE US WEBSITE, OR UNITE US SERVICES, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OR ACCURACY OR COMPLETENESS OF ANY DATA CONTAINED IN OR ACCESSIBLE VIA THE SERVICE SOFTWARE OR UNITE US WEBSITE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER UNITE US WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL UNITE US' COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO UNITE US PURSUANT TO THIS AGREEMENT AND THE STATEMENT OF WORK THAT IS THE SUBJECT OF THE CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

**12.2 Force Majeure.** In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement (except payment obligations) due to any cause beyond its reasonable control, the affected party shall give written notice thereof to the other party and its performance shall be extended for the period of delay or inability to perform due to such occurrence.

**13. TERM AND TERMINATION**

and provided that the total Term shall not exceed five (5) years.

**13.1 Term.** The term of this Agreement shall commence on the Effective Date and shall expire with the last to expire Statement of Work (the "Term"). The term of each Statement of Work shall commence on the effective date of the Statement of Work and shall continue for the initial term set forth in the Statement of Work (the "Initial Term"). After the applicable Initial Term, the Statement of Work will renew for successive periods that equal the length of the Initial Term, unless terminated by either party no later than ~~ninety (90)~~ **thirty (30)** days prior to the expiration of the then-current term.



74

**13.2 Termination for Cause.** If either party materially defaults in any of its obligations under this Agreement or a Statement of Work, the non-defaulting party shall have the right to terminate this Agreement or the applicable Statement of Work, in whole or in part, as the case may be, by written notice to the other party if the defaulting party is unable to cure the material default within thirty (30) days after receiving written notice of such default, which may be extended for an additional thirty (30) day period upon the defaulting party's reasonable request in the event that the defaulting party is exercising reasonable efforts to cure the breach but is unable to do so within the initial thirty (30) day period. In addition to any other remedies Customer may have, in the case where Customer is the non-defaulting party, Customer will be entitled to a pro rata refund of Service Fees paid to Unite Us for any Services paid for but not provided as of the termination date. Upon the early termination of this Agreement where the Customer is the defaulting party, Customer will pay in full for the Services up to and including the last day on which the Services are provided.

**13.3 Termination for Bankruptcy.** Either party may terminate this Agreement if the other party: (a) becomes insolvent; (b) fails to pay its debts or perform its obligations in the ordinary course of business as they mature; (c) is declared insolvent or admits in writing by means of a publicly available press release its insolvency or inability to pay its debts or perform its obligations as they mature; or (d) becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment, or composition, or makes a general assignment for the benefit of creditors, provided that, in the case of an involuntary proceeding, the proceeding is not dismissed with prejudice within sixty (60) days after the institution thereof.

**13.4 Effect of Termination.** Upon written request by either party each party shall return (or destroy and certify the destruction thereof) all Confidential Information of the other party in its possession or control; provided, however, that neither party shall be obligated to return information maintained in archival form if return or destruction of information is prohibited by applicable Law. Termination of this Agreement, or a Statement of Work, by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. No termination of this Agreement shall relieve either party from liability for any breaches occurring prior to the effective date of such termination. Except as expressly set forth herein, all licenses granted pursuant to this Agreement shall terminate upon termination or expiration of this Agreement.

**13.5 Survival.** Upon any expiration or termination of this Agreement, all corresponding rights, obligations and licenses of the parties shall cease, except that (a) all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) shall survive and (b) the provisions of Sections 1 (Definitions), 7 (Proprietary Rights), 8 (Data), 9 (Confidential Information), 10.5 (Disclaimer of Warranty), 11 (Indemnification and Insurance), 12 (Limitation of Liability), 13 (Term and Termination), and 14 (General Provisions) and the terms and conditions of any related Business Associate Agreement, shall survive the expiration or any termination of this Agreement.

**14. GENERAL PROVISIONS**

**14.1 Compliance with Laws.** Each party will maintain such licenses and certifications required by all applicable Laws and safety orders of the city, county, state and country where such party is located and where the Services are delivered. Each party will comply with all applicable Laws, including without limitation, the Federal Anti-Kickback statute (42 U.S.C. § 1320a-7b) and HIPAA, as amended. If, due to the nature of the Services provided, it is determined by Customer or Unite Us that Unite Us is acting as its business associate pursuant to HIPAA, Unite Us will enter into an appropriate Business Associate Agreement with Customer.

**14.2 Independent Contractor.** Unite Us is an independent contractor and engages in the operation of its own business. Neither party is or will be deemed the agent of the other party for any purpose, including entering into contracts, assuming obligations or making any warranties or representations on behalf of the other party. Nothing in this Agreement will be construed to establish a relationship of co-partner or joint venture between the parties.

**14.3 Successors and Assigns.** Neither party will assign, transfer or delegate any of the rights or obligations under this Agreement without the prior written consent of the other party, except that either party may assign its rights and obligations under this Agreement or any Statement of Work to its affiliate or in connection with a change of control, merger or acquisition of all or substantially all of the assets to which this Agreement relates. This Agreement and all of its provisions will inure to the benefit of and become binding upon the parties and the successors and permitted assigns of the respective parties.

**14.4 Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of ~~New York~~ <sup>Texas</sup> without reference to its conflicts of law provisions. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the courts in the State of ~~New York~~ <sup>Texas</sup> or the courts of the United States located in ~~the Borough of Manhattan, New York City, New York~~ <sup>Harris County, Texas</sup>. Each party hereby irrevocably agrees to submit to the personal and exclusive jurisdiction and venue of such courts and hereby waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.



7

**14.5 Dispute Resolution.** In the event either party issues a written notice of a dispute, controversy or claim of any kind or nature arising under or in connection with this Agreement (a "Dispute"), each party will appoint a senior representative who will meet for the purpose of endeavoring to resolve the Dispute. If the Dispute continues unresolved after ten (10) business days, then upon the written request of either party, each of the parties will appoint a designated senior business executive who will meet within ten (10) business days for the purpose of endeavoring to resolve the Dispute. During the thirty (30) day period following such meeting (or such other period as the parties may agree in writing), the designated senior business executives will meet as often as the parties reasonably deem necessary in order to negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceeding relating thereto. If a Dispute is not resolved by the parties within ninety (90) days after the issuance of the initial written notice under this provision, either party may take any available at action in Law or in equity. Nothing in this provision shall prevent a party from seeking equitable relief before commencing or during the foregoing informal dispute resolution processes.

**14.6 Notices.** All notices provided under this Agreement will be in writing, shall reference this Agreement, and will be deemed given upon receipt if sent as follows: (a) personally delivered; (b) by overnight mail by USPS or a courier service with confirmed delivery; (c) by USPS certified mail (return receipt requested); or (d) by electronic means, provided that delivery can be confirmed. If notice is mailed, delivery is effective at the date and time shown on the confirmation or return receipt. The addresses for notices are set forth on the signature page of this Agreement. These addresses may be changed by written notice to the other party.

**14.7 Publicity.** Customer agrees to: (a) work with Unite Us to issue a mutually agreeable press release within a reasonable time following the Effective Date; (b) to assist in writing a case study which Unite Us may use in its marketing materials; and (c) to allow Unite Us to add Customer's name and/or logo to its promotional and marketing materials and on its website. Other than as specifically set forth above, neither party will, without the prior written consent of the other, use in advertising, publicity or otherwise the names, trade names, service marks, trade dress or logo of the other party, or refer to the existence of this Agreement in any press releases, advertising, web sites or materials distributed or made available to prospective customers or other third parties, without the prior written consent of the other party.

**14.8 No Waiver; Severability; Remedies; No Joint Liability.** The waiver of a breach of any term or condition of this Agreement will not serve to waive any other breach of that term or condition, or of any other term or condition, unless agreed by the parties in writing. If any provision of this Agreement is found to be unenforceable, then the unenforceable provision will be reformed to conform to the Law and all other parts of this Agreement will

remain enforceable. The rights and remedies of the parties provided in this Agreement are cumulative and are in addition to any other rights and remedies provided by Law.

**14.9 Controlling Terms.** The provisions of this Agreement supersede any inconsistent provisions in Unite Us' Network Participation Agreement or any quote, proposal, confirmation, acceptance, acknowledgement or similar form.

**14.10 Entire Agreement.** This Agreement may be executed in any number of counterparts, each of which is deemed an original but all of which constitute the same instrument. This Agreement may be executed by the exchange of certified electronic signatures, or copies delivered by electronic mail in Adobe Portable Document Format or similar format, and any signature transmitted by such means for the purpose of executing this Agreement is deemed an original signature for purposes of this Agreement. This Agreement, including all exhibits, attachments, and any Statements of Work entered into hereunder (all of which are incorporated in this Agreement by reference), constitutes the entire agreement on this subject and supersedes all previous and contemporaneous communications, representations, or agreements between Customer and Unite Us regarding the referenced subject matter. This Agreement may not be modified orally, and no modification, amendment, or supplement is binding unless it is in writing and signed by authorized representatives of Customer and Unite Us.

the Standard Purchasing Agreement  
it is attached and subject to,

**14.11 Construction.** The descriptive headings of the sections of this Agreement are inserted for convenience only and do not control or affect the meaning or construction of any section. This Agreement has been negotiated by the parties and their respective counsel. This Agreement shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either party.

*[Remainder of page intentionally left blank]*



74



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives of the parties as of the Effective Date.

UNIVERSITY OF HOUSTON FOR THE BENEFIT OF ITS COLLEGE OF MEDICINE

UNITE USA INC.

By: Stephen J. Spann

By: Taylor Justice

Signature

Signature

Name: Stephen S. Spann

Name: Taylor Justice

Print or Type

Print or Type

Title: Founding Dean

Title: President

Date: 7/9/2020

Date: 7/8/2020

Customer Address for Notices:

Unite Us Address for Notices:

Unite USA Inc.  
217 Broadway, Floor 8  
New York, NY 10007  
Attn: Finance;  
General Counsel

With a copy to:  
Email: [finance@Uniteus.com](mailto:finance@Uniteus.com)  
Email: [legal@uniteus.com](mailto:legal@uniteus.com)

APPROVED AS TO FORM BY:  
(AS MODIFIED) BY:

M. Yezzi  
OFFICE OF THE GENERAL COUNSEL  
UNIVERSITY OF HOUSTON SYSTEM

**EXHIBIT A**  
**STATEMENT OF WORK**  
**[SEE ATTACHED]**



**STATEMENT OF WORK**

Unite USA Inc. 217 Broadway, Floor 8 New York, NY 10007 Email: finance@uniteus.com		<b>Effective Date: May 20, 2020</b>
Customer: University of Houston	Customer Contact: [REDACTED]	
Address: University of Houston - College of Medicine, Health 2 Building, 4849 Calhoun Road	Phone: [REDACTED]	
City: Houston, Texas 77204	Email: [REDACTED]	

This Statement of Work (“SOW”) adopts and incorporates by reference the terms and conditions of the Master Cloud Services and Network Management Agreement (“**Master Agreement**”) between Unite USA Inc., a Delaware corporation having its principal place of business at 217 Broadway Floor 8, New York, NY 10007 (“**Unite Us**”), and the University of Houston on behalf of the College of Medicine (“**Customer**”) (together with Unite Us, the “**Parties**”, and each, a “**Party**”), as it may be amended from time to time. This SOW is effective beginning on May 20, 2020 (“**Effective Date**”). Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the Master Agreement. Capitalized terms used but not defined in this Statement of Work shall have the meanings set out in the Master Agreement.

and the Standard Purchasing Agreement to which both are attached and subject to.

**NETWORK SERVICES**

Subject to Customer’s payment of the applicable fees set forth below, Unite Us shall provide Customer the following Services:

1. **Network Implementation.** Unite Us will facilitate a streamlined process for the implementation of a coordinated care network (the “**Network**”) within Harris County, Texas (the “**Territory**”), which shall consist of the following activities:
  - a. **Customer Discovery and Project Development and Strategy.** Unite Us will work with Customer to (i) understand Customer needs and priorities for the Network and (ii) develop a project plan and strategy that outlines mutually agreed limited Customer responsibilities and determines the optimal launch dates for CBOs within the Territory (such plan, the “**Project Plan**”). For purposes of this SOW, “**CBOs**” means any nonprofit organization (other than health systems and health plans) that has an annual revenue of \$5 million or less or requires twenty-five (25) or fewer licenses to the Service Software.
  - b. **Network Design.** Unite Us shall work with Customer to determine specific configurations to be implemented for the Network, including service categories to be utilized, screening workflow(s) configurations, configuration of assessment forms to be included in referrals by service type, outcomes reporting categories, and network participants and roles. Unite Us will implement the Network design into the Service Software based on the applicable service types and organizational profile structures.
  - c. **Socialization.** Unite Us shall coordinate and facilitate a socialization process to create



74

buy-in and onboard both Customer personnel and CBOs onto the Service Software. Activities may include disseminating initial interest surveys, hosting virtual presentations for Customer personnel and community partners, conducting a formal asset mapping process, hosting virtual strategy sessions including Customer and community leaders to obtain buy-in, and conducting virtual workflow-planning meetings among participating entities.

- d. **Network Launch.** On a mutually agreed launch date set forth in the Project Plan (the “**Network Launch Date**”), Customer and CBO license holders who have completed an engagement session will receive a welcome email from Unite Us with login credentials and a prompt to start using the Service Software. Unite Us will provide email and live-chat support in the weeks directly following the launch of the Network to ensure that Authorized Users have a positive onboarding experience.
2. **Network Management.** Unite Us will support an on-going network development process to continue to grow, optimize, and curate the Network. This includes: (a) ongoing review of CBO engagement and governance of network participation; (b) identification of service provision mix and gaps; (c) ongoing review of CBO prospect list and referred CBOs to identify potential Network Participants; (d) new CBO socialization and onboarding; and (e) post-launch community meetings to continually optimize the Network.

## SOFTWARE

1. **Service Software Licenses.** Unite Us has developed a proprietary software tool to coordinate electronic referrals and case management tasks between organizations on a common technology platform (the “**Service Software**”). The Service Software enables Customer and its Authorized Users to access the Network. Subject to Customer’s payment of the applicable fees set forth below and the terms and conditions set forth in the Master Agreement, Unite Us shall provide Customer licenses to use the Service Software during the Initial Term. Subject to the terms and conditions set forth in the Master Agreement, Unite Us shall provide CBOs that join the Network within the Territory licenses to use the Service Software at no additional cost to Customer or the CBOs. Unite Us reserves the right, at any time and for any reason, to terminate any CBO license.
2. **Service Software Training.** Unite Us shall offer Customer and CBOs multiple options for new user training, including webinar training, self-guided training tools and additional training opportunities for super-users. Unite Us also supports training for new CBOs as they join the Network. For any CBOs that will need to delay onboarding according to internal needs, Unite Us will work with those CBOs to ensure they have access to virtual training materials at their own pace. Unite Us shall conduct at least one annual virtual training session for Customer and CBO users upon request and at no additional cost to Customer.
3. **Service Software Support.** Unite Us shall provide technical and advisory support for Customer in accordance with the attached Software Support Schedule. Unite Us provides release notes following any update to the Service Software or new feature that affects the end-user experience. Unite Us shall provide additional training following any major update or new feature that materially affects end-user workflows on the Service Software.

## UNITE US INSIGHTS (REPORTING)

The Service Software tracks structured data on each CBO and Customer referral and interaction in the Network. Subject to Customer's payment of the applicable fees set forth below, Unite Us will provide Customer the ability to review the metrics set forth below following the Network Launch Date via Tableau and a mutually agreed upon number of Tableau Server Viewer licenses during the Initial Term, not to exceed three (3) licenses. Unite Us shall provide Customer additional Tableau Server Viewer licenses as requested in writing by Customer within ten (10) days of Customer's payment to Unite Us of the pass-through fees charged by Tableau for such licenses.

Network Goal	Metric
Network Coverage	# of Organizations by Month/Year
Network Coverage	# of Licensed Users by Month/Year
Network Coverage	# of Organizations by County
Network Coverage	# of Programs by Service Type and County
Network Coverage	# of OON cases by Month/Year
Network Impact	# of Clients Served
Network Impact	# of Service Episodes by Service Type
Network Impact	Average Time to Referral Acceptance
Network Impact	# of Referrals Rejected by Prior # of Rejections
Network Impact	# of Service Episodes Closed by Service Type
Network Impact	# of Service Episodes Closed by Outcome

In addition to the metrics above, Unite Us will also make accessible in real-time, via Tableau, the data summaries below that provide insight on additional characteristics of the Network.

Network Goal	Metric
Network Impact	Client Age/Gender Distribution
Network Impact	Cumulative Clients to the Network by Week/Month/Year
Network Impact	Service Episodes by Week/Month/Year
Network Impact	Top 10 Sending Partners
Network Impact	Top 10 Receiving Partners

#### **KEY MILESTONES AND TARGET MILESTONE DATES**

Key Milestone	Target Key Milestone Date
<b>Project Plan:</b> Unite Us completes a complete, initial version of the Project Plan for Customer review and sign-off.	Within six (6) weeks of the Effective Date (with opportunity for ongoing Customer feedback).

<b>Software Configuration:</b> Unite Us configures the Service Software and Network to reflect agreed-upon assessments, outcomes, and necessary data configurations.	Within eight (8) weeks of Customer sign-off in writing on required software configurations, including (i) assessments; (ii) workflows/network structure; and (iii) outcomes.
<b>Registration:</b> Unite Us builds an online registration form for CBOs. Registration data will be used to configure each CBO and the Network configuration of the Service Software.	Within three (3) weeks of completing software configuration, or within three (3) weeks of when Customer identifies CBOs and CBO users are able to register online, whichever is later.
<b>Software Training:</b> Unite Us trains CBO and Customer users on the Service Software. Once users have been trained, Unite Us sends an email invitation to all trained users with login credentials.	On a rolling basis, as CBOs join the Network.
<b>Network Launch Date:</b> Unite Us will provide login credentials to Customer and CBO users or identified point of contacts, based on the targeted Network Launch Date.	Network Launch Date to be set forth in the Project Plan based on mutually agreed timeline.

**FEES**

Customer shall pay Unite Us in accordance with the following fee schedule:

Contract Year	Network Implementation	Network Management	Licenses to the Unite Us Platform	Payment Due Date
Year 1	[REDACTED]	[REDACTED]	[REDACTED]	Due on the Effective Date
Year 2	N/A	[REDACTED]	[REDACTED]	Due on the first anniversary of the Effective Date
Year 3	N/A	[REDACTED]	[REDACTED]	Due on the second anniversary of the Effective Date

After the execution of this SOW, Customer may elect to purchase buckets of additional licenses to access the Service Software during the Initial Term for an annual fee of [REDACTED].

All such fees above are exclusive of reimbursable expenses for travel and lodging, which may be accrued by Unite Us. Payments to Unite Us are due within thirty (30) days of receipt of the applicable invoice.

**GENERAL TERMS AND CONDITIONS**

- 1. Term.** This SOW shall remain in effect for three (3) years from the Effective Date set forth on the cover page (the “**Initial Term**”). At any time during the Term (as defined below), this SOW may be amended and additional Services purchased with the written consent of the Parties. This SOW shall automatically renew for additional one-year terms unless either Party provides notice to the

, and the total Term shall not exceed five (5) years

other of its intent not to renew at least thirty (30) days prior to the expiration of the then-current term (each a "**Renewal Term**" and, together with the Initial Term, the "**Term**"). Unite Us shall have the right to increase the applicable fees prior to any Renewal Term; provided that Unite Us provides Customer reasonable notice prior to the end of the then-current term.



2. **Termination for Cause.** Either Party may terminate this SOW upon the default of the other Party. Default includes: (a) failure of Customer to pay any amount due under this SOW within ten (10) calendar days of receipt of notice from Unite Us regarding such failure to pay, or (b) except for the failure in subsection (a), the material breach by either Party of any of the terms of this SOW if the defaulting Party fails to cure such breach within thirty (30) calendar days following notice from the non-defaulting Party.
3. **Marketing.** The Parties agree that the Network described in this SOW shall be referred to in all external communications as the "Unite Texas" Network. Customer agrees to work with Unite Us to issue a mutually agreeable press release no later than thirty (30) days after the Effective Date to announce the launch of the Network described herein. Customer agrees that Unite Us may use quotations from such press release in any marketing and promotional materials. Customer agrees to act as a reference for Unite Us prospects who want to talk to a current customer, as long as such requests are not excessive and are made within a reasonable business manner and timeframe. Except as expressly authorized in accordance with this paragraph and subject to the terms and conditions of the Agreement, neither Party has any right, title or interest, express or implied, in and to the trademarks or logos of the other Party.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the Parties have caused this SOW to be executed by duly authorized representatives of the Parties as of the Effective Date.

**CUSTOMER**

**UNITE USA INC.**

By: Stephen J. Spurr

Signature

By: Taylor Justice

Signature

Name: Stephen J. Spurr

Print or Type

Name: Taylor Justice

Print or Type

Title: Founding Dean  
UT College of Medicine

Title: President

APPROVED AS TO FORM BY:  
(AS MODIFIED) BY:

M. Yzaguirre  
OFFICE OF THE GENERAL COUNSEL  
UNIVERSITY OF HOUSTON SYSTEM



### SOFTWARE SUPPORT SCHEDULE

1. **Software Support Services.** Unite Us shall provide technical and advisory support for the Service Software via approved email and live-chat support channels from 9AM to 10PM Eastern Time and maintain the Service Software in accordance with the terms set forth in this schedule (the “**Software Support Schedule**”) at no additional cost to Customer.
2. **Service Software Availability.** Unite Us shall use commercially reasonable efforts to make the Service Software Available to Customer, as measured by hours Available over the course of each calendar month during the Term, at least 99.9% of the time, excluding the time the Service Software is not Available as a result of one or more Excluded Events.
3. **Response to Software Support Requests.** Unite Us shall use commercially reasonable efforts to respond to Software Support Requests from 9AM to 10PM Eastern Time in accordance with the table below. Except as set forth below, Unite Us shall escalate Software Support Requests from First-Level Support to Second-Level Support in its sole and reasonable discretion.

Severity Level	Response Time	Unite Us Action to Resolve
Severity 1	Within 30 minutes, Unite Us acknowledges receipt of the Software Support Request and identifies an individual assigned to resolve the Error. Unite Us provides Customer with periodic updates on the status of the Error and Error Correction.	Unite Us immediately and continuously works (24x7x365) until it has achieved a Workaround or Error Correction. If Unite Us has not already done so, Unite Us escalates the Error to Second-Level Support within 24 hours. If Unite Us identifies a Workaround for a Severity 1 Error, Unite Us will continuously work (24x7x365) to provide an Error Correction unless otherwise agreed by Customer in writing.
Severity 2	Within 30 minutes, Unite Us acknowledges receipt of the Software Support Request and identifies an individual assigned to resolve the Error. Unite Us provides Customer with periodic updates on the status of the Error and Error Correction.	Unite Us immediately and continuously works (24x7x365) until it has achieved a Workaround or Error Correction. If Unite Us has not already done so, Unite Us shall escalate the Error to Second-Level Support within 24 hours. If Unite Us identifies a Workaround for a Severity 2 Error, Unite Us will continue work during normal business hours to provide an Error Correction.
Severity 3	Within 24 hours, Unite Us acknowledges receipt of the Software Support Request and identifies an individual assigned to resolve the Error. Unite Us provides Customer with periodic updates on the status of the Error and Error Correction.	Unite Us shall provide a Workaround or Error Correction within 7 Business Days. If Unite Us identifies a Workaround for a Severity 3 Error, Error Correction may be provided in the next release of the Service Software.
Severity Level	Definition	
Severity 1	Critical Business Impact – a “system down,” or the operation of a mission critical application is severely impacted, and Customer’s work cannot reasonably continue (e.g., outages that compromise medical decisions or result in substantial financial loss).	
Severity 2	Significant Business Impact – Severely limited functionality. The impact is business critical, though some limited amount of Customer’s work is still possible (e.g., severe slowdown of the Service Software).	
Severity 3	No Business Impact – An Error that does not cause a significant portion or feature of the Service Software to be inoperative. The impact is not business critical (e.g., Errors in content within a resource directory).	

4. **PII and PHI.** Customer acknowledges and agrees that it shall, and shall cause its Authorized Users to, exclude PII (including PHI) from support requests.
5. **Definitions.** For purposes of this Software Support Schedule, the following terms have the meanings set forth below. Capitalized terms used but not defined herein have the respective meanings given to them in the Agreement.
  - a. **“Available”** means the Service Software is available and operable without substantial degradation for access and use by Customer over the Internet in material conformity with this SOW.
  - b. **“Business Day”** means any day other than a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in New York City.
  - c. **“Error”** means any disruption, malfunction or failure of the Service Software.
  - d. **“Error Correction”** means a permanent solution, fix, repair, patch, bypass or other correction provided by Unite Us to correct an Error.
  - e. **“Excluded Event”** means any misuse of the Service Software by Customer; failure of or degradation in Customer’s internet connectivity; use of the Service Software by Customer with any third-party software or products that Unite Us has not provided or caused to be provided to Customer; use of a non-current version or release of the Service Software by Customer; Internet or other network traffic problems (including, but not limited to, Amazon Web Services outages) other than problems arising in or from networks actually, or required to be, provided or controlled by Unite Us; Customer’s failure to meet any written minimum hardware or software requirements set forth by Unite Us; Downtime or outages resulting from unplanned emergency maintenance or other events outside Unite Us’ reasonable control; and Scheduled Downtime or outages of the Service Software in whole or in part.
  - f. **“First-Level Support”** means the identification, diagnosis and correction of Errors by customer support specialists via approved email or live-chat support channels and access to technical information from the Unite Us knowledge base.
  - g. **“Response Time”** means the time between when Unite Us has received a Software Support Request from Customer and the time when Unite Us has acknowledged receipt of such request.
  - h. **“Scheduled Downtime”** means no more than ten (10) hours per month on the weekends or between the hours of 9PM and 6AM Eastern Time Monday through Friday, during which time the Service Software is not available, provided that Unite Us has given Customer reasonable advanced notice of any such unavailability.
  - i. **“Second-Level Support”** means the identification, diagnosis and correction of Errors by product specialists, which may include attempts to duplicate Errors and define root causes.
  - j. **“Software Support Request”** means a support request relating to the Service Software submitted by an Authorized User via an approved email or live-support channel.
  - k. **“Software Support Services”** means First-Level Support and Second-Level Support.

1. **“Workaround”** means a temporary solution, fix, repair, patch, bypass or other correction provided by Unite Us in order to temporarily correct an Error until an Error Correction is provided.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**5/19/2020**

**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> Kore Insurance Holdings, LLC P.O. Box 473 354 Eisenhower Parkway, Plaza 1 Livingston, NJ 07039	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): [REDACTED]      FAX (A/C, No): [REDACTED] E-MAIL ADDRESS: [REDACTED]														
<b>INSURED</b>  Unite USA Inc. 217 Broadway, Floor 8 New York, NY 10007	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : <b>Valley Forge Insurance Company</b></td> <td><b>20508</b></td> </tr> <tr> <td>INSURER B : <b>Continental Casualty Company</b></td> <td><b>20443</b></td> </tr> <tr> <td>INSURER C : <b>Axis Insurance Company</b></td> <td><b>37273</b></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <b>Valley Forge Insurance Company</b>	<b>20508</b>	INSURER B : <b>Continental Casualty Company</b>	<b>20443</b>	INSURER C : <b>Axis Insurance Company</b>	<b>37273</b>	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : <b>Valley Forge Insurance Company</b>	<b>20508</b>														
INSURER B : <b>Continental Casualty Company</b>	<b>20443</b>														
INSURER C : <b>Axis Insurance Company</b>	<b>37273</b>														
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES                                      CERTIFICATE NUMBER:                                      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
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			<b>6020712501</b>	<b>9/8/2019</b>	<b>9/8/2020</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
<b>A</b>	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			<b>6020712501</b>	<b>9/8/2019</b>	<b>9/8/2020</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>B</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			<b>6056608826</b>	<b>9/8/2019</b>	<b>9/8/2020</b>	EACH OCCURRENCE \$ <b>2,000,000</b> AGGREGATE \$ <b>2,000,000</b>
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>C</b>	<b>Technology E&amp;O</b>			<b>P-001-000218912-01</b>	<b>9/8/2019</b>	<b>9/8/2020</b>	Each Claim \$ <b>5,000,000</b>

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

<b>CERTIFICATE HOLDER</b>  University of Houston - College of Medicine Health 2 Building 4849 Calhoun Road, Suite 6016 Houston, TX 77204	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

# EXHIBIT “B”



## STATEMENT OF WORK

Unite USA Inc. 217 Broadway, Floor 8 New York, NY 10007 Email: finance@uniteus.com		<b>Effective Date: November 6, 2020</b>
Customer: City of Long Beach	Customer Contact: Christina Boatwright	
Address: 411 West Ocean Boulevard	Phone: 562-570-4209	
City: Long Beach, California 90802	Email: Christina.Boatwright@longbeach.gov	

This Statement of Work (“**SOW**”) adopts and incorporates by reference the terms and conditions of the Agreement (“**Master Agreement**”) between Unite USA Inc., a Delaware corporation having its principal place of business at 217 Broadway Floor 8, New York, NY 10007 (“**Unite Us**”), and the City of Long Beach (“**Customer**”) (together with Unite Us, the “**Parties**”, and each, a “**Party**”), as it may be amended from time to time. This SOW is effective beginning on November 6, 2020 (“**Effective Date**”). Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the Master Agreement. Capitalized terms used but not defined in this Statement of Work shall have the meanings set out in the Master Agreement.

### **NETWORK SERVICES**

Subject to Customer’s payment of the applicable fees set forth below, Unite Us shall provide Customer the following Services:

1. **Network Implementation.** Unite Us will facilitate a streamlined process for a rapid implementation of a coordinated care network (the “**Network**”) within Los Angeles, California (the “**Territory**”), which shall consist of the following activities:
  - a. **Customer Discovery and Project Development and Strategy.** Unite Us will work with Customer to (i) understand Customer needs and priorities for the Network and (ii) develop a project plan and strategy that determines the optimal launch dates for CBOs within the Territory (such plan, the “**Project Plan**”). For purposes of this SOW, “**CBOs**” means any nonprofit social service organization (other than health systems, health plans and government agencies) primarily providing services that are not clinical in nature.
  - b. **Account Manager.** Unite Us will assign an Account Manager to Customer who will work with Customer to facilitate trainings for Customer users, coordinate the socialization and onboarding process for CBOs, and work with the Unite Us Community Engagement Manager and Network Health team to support an ongoing network development process to continue to grow, optimize, and curate the Network as described in this SOW.
  - c. **Network Design.** Unite Us shall work with Customer to determine specific configurations for assessments to be implemented for the Network.
  - d. **Socialization.** Unite Us shall coordinate and facilitate a socialization process to create buy-in and onboard both Customer personnel and CBOs onto the Unite Us Platform,

including virtual presentations and strategy sessions and meetings with community leaders to obtain buy-in. Unite Us will support an on-going network development process to continue to grow, optimize, and curate the Network of CBOs.

- e. **Network Launch.** On a mutually agreed launch date set forth in the Project Plan (the “**Network Launch Date**”), Customer and at least seven (7) CBOs serving individuals within the Territory who have completed an engagement session will receive a welcome email from Unite Us with login credentials and a prompt to start using the Unite Us Platform.

## **NETWORK ACCESS**

1. **Network Access.** Unite Us has developed a proprietary platform to coordinate electronic referrals and case management tasks between organizations on a common technology platform (the “**Unite Us Platform**”). The Unite Us Platform enables Customer and its Authorized Users to access the Network. Unite Us shall provide Customer 25 licenses to use the Unite Us Platform within the Territory at no additional cost during the Initial Term. Subject to the terms and conditions set forth in the Master Agreement, Unite Us shall provide CBOs that join the Network within the Territory licenses to use the Unite Us Platform at no additional cost to Customer or the CBOs.
2. **Assistance Request Form.** In the event that Customer elects to coordinate inbound assistance requests within the City of Long Beach or Unite Us and Customer mutually agree upon an entity to coordinate inbound assistance requests from individuals within the City of Long Beach, Unite Us will provide Customer a hyperlink to a public-facing assistance request form hosted on [california.uniteus.com](http://california.uniteus.com) (the “**Assistance Request Form**”) that may be added to Customer’s designated website. The Assistance Request Form will enable City of Long Beach residents to submit requests for assistance, which would be routed to Customer or the applicable coordinating entity mutually agreed upon by the Parties.
3. **Training.** Unite Us shall offer Customer and CBOs multiple options for new user training, including webinar training, self-guided training tools and additional training opportunities for super-users. Unite Us also supports training for new CBOs as they join the Network. For any CBOs that will need to delay onboarding according to internal needs, Unite Us will work with those CBOs to ensure they have access to virtual training materials at their own pace. Unite Us shall conduct at least one annual virtual training session for Customer and CBO users upon request and at no additional cost to Customer.
4. **Support.** Unite Us shall provide technical and advisory support for Customer in accordance with the attached Support Schedule at no additional cost to Customer.

## **UNITE US INSIGHTS (REPORTING)**

The Unite Us Platform tracks structured data on each CBO and Customer referral and interaction in the Network. Unite Us will provide Customer the ability to review the standard, network-level metrics that Unite Us generally provides to its customers following the Network Launch Date, including metrics regarding Network coverage (i.e., the number of organizations, service types, and users within the Network) and Network impact (i.e., the number and demographic info of clients served on the Network and metrics on referral outcomes). Unite Us will provide a mutually agreed upon number of licenses to review such metrics during the Initial Term, not to exceed three (3) licenses.

**FEES**

Customer shall pay Unite Us in accordance with the following fee schedule:

<b>Service</b>	<b>Fee</b>	<b>Payment Due Date</b>
<b>Network Implementation and Access Fee (Project Development and Strategy; Network Design; Socialization, Onboarding and Optimization of CBOs; Network Configuration, Implementation, Training, and Network Launch)</b>	\$95,000	Due on the Effective Date

Payments to Unite Us are due within thirty (30) days of receipt of the applicable invoice. Any additional licenses to the Unite Us Platform beyond the 25 provided under this SOW shall be available for purchase for an additional \$12,000 annually for 20 licenses.

**GENERAL TERMS AND CONDITIONS**

- 1. Term.** This SOW shall remain in effect for one (1) year from the Effective Date set forth on the cover page (the “**Initial Term**”). At any time during the Term (as defined below), this SOW may be amended and additional Services purchased with the written consent of the Parties.
- 2. Termination for Cause.** Either Party may terminate this SOW upon the default of the other Party. Default includes: (a) failure of Customer to pay any amount due under this SOW within ten (10) calendar days of receipt of notice from Unite Us regarding such failure to pay, or (b) except for the failure in subsection (a), the material breach by either Party of any of the terms of this SOW if the defaulting Party fails to cure such breach within thirty (30) calendar days following notice from the non-defaulting Party. In the event that Unite Us does not meet the Network Launch Date by December 30, 2020, Customer may terminate this SOW for cause and shall be entitled to a refund of the Service Fees upon such termination.
- 3. Marketing.** The Parties agree that the Network described in this SOW shall be referred to in all external communications as the “Unite California” Network. Customer agrees to work with Unite Us to issue a mutually agreeable announcement at an agreed date to communicate the launch of the Network described herein and any milestone thereafter. Customer agrees that Unite Us may use quotations from such announcement(s) in any marketing and promotional materials. Customer agrees to act as a reference for Unite Us prospects who want to talk to a current customer, as long as such requests are not excessive and are made within a reasonable business manner and timeframe. Customer agrees to allow Unite Us to add Customer’s name and/or company logo (a) to a list of selected or representative customers, and (b) in other promotional material (such as marketing presentations). Except as expressly authorized in accordance with this paragraph and subject to the terms and conditions of the Agreement, neither Party has any right, title or interest, express or implied, in and to the trademarks or logos of the other Party.

**IN WITNESS WHEREOF**, the Parties have caused this SOW to be executed by duly authorized representatives of the Parties as of the Effective Date.

*[Remainder of this page intentionally left blank]*



CUSTOMER

UNITE USA INC.

By: Linda F. Tatum

Signature EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

Name: LINDA F. TATUM

Print or Type

Title: ASST CITY MANAGER

By: Taylor Justice

Signature

Name: TAYLOR JUSTICE

Print or Type

Title: President

APPROVED AS TO FORM  
November 16, 2020  
CHARLES PARKIN, City Attorney

By Taylor M. Anderson  
DEPUTY CITY ATTORNEY

Subscribed To Before Me This Day Of

NOV 11 2020

Jenice Hernandez

Jenice Hernandez  
Notary Public, State of New York  
No. 01HE6359254  
Qualified in Bronx County  
Certified in New York & Kings County  
Commission Expires May 22, 2021  
The UPS Store 182 Nassau St | 212.406.9010

State of New York  
County of \_\_\_\_\_

CUSTOMER

UNITE USA INC.

By: Linda F. Iatun

By: [Signature]

Signature

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

Signature

Name: LINDA F. IATUN

Name: Center Park

Print or Type

Print or Type

Title: ASST CITY MANAGER

Title: Chief Legal Officer

APPROVED AS TO FORM

November 16, 2020

CHARLES PARKIN, City Attorney

By

[Signature]

TAYLOR M. ANDERSON  
DEPUTY CITY ATTORNEY

Sworn To Before Me This Day Of

NOV 11 2020

[Signature]

Jenice Hernandez

Notary Public, State of New York

No. 01HE6359254

Qualified in Bronx County

Certified in New York & Kings County

Commission Expires May 23, 2021

The UPS Store: 82 Nassau St | 212.406.9010

State of New York

Nov 11 2020

## **SUPPORT SCHEDULE**

1. **Support Services.** Unite Us shall provide support for the Unite Us Platform via approved live-chat and email support channels from 9AM to 10PM ET in accordance with the terms set forth in this schedule (the “**Support Schedule**”) at no additional cost to Customer.
2. **Unite Us Platform Availability.** Unite Us shall use commercially reasonable efforts to make the Unite Us Platform Available to Customer, as measured by hours Available over the course of each calendar month during the Term, at least 99.9% of the time, excluding the time the Unite Us Platform is not Available as a result of one or more Excluded Events.
3. **PII and PHI.** Customer acknowledges and agrees that it shall, and shall cause its Authorized Users to, exclude PII (including PHI) from support requests.
4. **Definitions.** For purposes of this Support Schedule, the following terms have the meanings set forth below. Capitalized terms used but not defined herein have the respective meanings given to them in the Agreement.
  - a. “**Available**” means the Unite Us Platform is available and operable without substantial degradation for access and use by Customer over the Internet in material conformity with this SOW.
  - b. “**Excluded Event**” means any misuse of the Unite Us Platform by Customer; failure of or degradation in Customer’s internet connectivity; use of the Unite Us Platform by Customer with any third-party software or products that Unite Us has not provided or caused to be provided to Customer; use of a non-current version or release of the Unite Us Platform by Customer; Internet or other network traffic problems (including, but not limited to, Amazon Web Services outages) other than problems arising in or from networks actually, or required to be, provided or controlled by Unite Us; Customer’s failure to meet any written minimum hardware or software requirements set forth by Unite Us; Downtime or outages resulting from unplanned emergency maintenance or other events outside Unite Us’ reasonable control; and Scheduled Downtime or outages of the Unite Us Platform in whole or in part.
  - c. “**Scheduled Downtime**” means no more than ten (10) hours per month on the weekends or between the hours of 9PM and 6AM Eastern Time Monday through Friday, during which time the Unite Us Platform is not available, provided that Unite Us has given Customer reasonable advanced notice of any such unavailability.