



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Sue Peters: Director : School Health Centers/Dental Clinics
Date: July 17, 2023
Re: Agreement between NHPS and Lumen Touch, LLC

Answer all questions and have a representative ready to present the details of each question during the Finance & Operations meeting or this proposal may not be advanced for consideration by the full Board of Education.

Company Information		
Vendor Name:	Lumen Touch, LLC	
Doing Business as: (DBA)	Lumen Touch, LLC	
Vendor Address:	1931 SW Gage Blvd, Topeka, KS 66604	
Vendor Contact Name:	John Vandewalle	
Vendor Contact Email:	johnv@lumentouch.com	
Is the contractor a minority or women owned small business?	No	
Agreement/Contract Information		
New or Renewal Agreement/Contract?	Renewal	
Effective Dates: (mm/dd/yy) <small>Multi-yr. require Board of Aldermen approval</small>	From 9/01/2023	To 6/30/2024
Total Amount: <small>If Multi-yr. include yr. to yr. breakdown</small>	\$30,775.	
Funding Source Name: Acct. #:	2534-5408-56694-0000	
Contract #: <small>(Local or State)</small>		



NEW HAVEN PUBLIC SCHOOLS

Key Questions:

1. What specific service will the contractor provide:

This vendor has worked with NHPS to customize a data management program specifically for SBHCs and dental clinics. All our clinics enter student visit data into their secure portal and it has been programmed to provide customized reports about student health services rendered and health needs that are required for funder (DPH) trimester reporting and to identify what services students receive and any gaps in services to inform allocation of resources that best meet the needs of students. This data management service has been a critical piece for our SBHC/dental program to ensure we are providing needed services across all sites and assists in evaluating the quality of services.

2. How was the contractor selected? **Attach appropriate supporting documents*

- ☐ Quotes
- ☐ Sealed Bid # _____
- ☒ Sole Source # 38262022x
- ☒ RFP# _____
- ☐ State Contract # _____
- ☐ Exempt Professional
 - ☐ Accountant
 - ☐ Actuary
 - ☐ Appraiser
 - ☐ Architect
 - ☐ Artist
 - ☐ Dentist
 - ☐ Engineer
 - ☐ Expert Professional Consultant
 - ☐ Land Surveyor
 - ☐ Lawyer
 - ☐ Physician/Medical Doctor

3. If the vendor was selected through Solicitation (Bid/RFQ/RFP) process; answer the following:

a. Please explain how the vendor was chosen? **Attach Vendor Proposal*

Sole Source designation SLSRC # 38262022x

b. Who were the members of the selection committee? *(Minimum 3 members required)*



NEW HAVEN PUBLIC SCHOOLS

N/A - Sole Source designation

Key Questions: - Continued

4. If this is a renewal with a current vendor, has the vendor has met all obligations under the existing agreement/contract?

Yes

5. If this agreement/contract is a Renewal, has the cost increase? If yes, by how much? *Attach Renewal Letters

Yes, an small increase of \$2,500 from the previous year

6. If this new agreement/contract, has cost for service increased from previous years? If yes, by how much?

N/A

7. Is this a service that existing staff could provide? Why or why not?

No, this service includes specific customized software and a HIPPA compliant platform for data entry and reporting of personal health information that is updated daily via a data dump into PS



NEW HAVEN PUBLIC SCHOOLS

Agreement/Contract Processing Checklist

To ensure timely processing of the submitted Agreement/Contract it is imperative to collect and provide all of the required documentation noted below and provide with submission to board.

Forms/Documents are available in: Drive G:\F&O Agenda Minutes\Agreement Contract Checklist\2022-2023

1. Has this vendor performed service(s) in prior fiscal years?	
If Yes,	Vendor # 53009
If No or New,	Vendor must provide completed W9
2. A quote or proposal submitting regarding the agreement/contract.	
If RFP	Attach Vendor Submitted-I don't have the RFP, as this was done more than 5 years ago
Other	Copy of State Contract, Quotes, etc.
3. <u>Certificates of Liability Insurance (COI) are required for ALL agreements/contracts, read the following and select the applicable Rider.</u> It is the submitters responsibility to request the COI from the vendor and attach with submission; the COI from the Vendor <u>must match rider specifications outlined.</u> Failure to obtain or incorrect COIs will be returned for revision and will delay its processing.	
Rider 300	Professional Services – Onsite Umbrella; w/ Auto; w/ Workers Compensation
Rider 305	Professional Services – Onsite Umbrella; No Auto; No Workers Compensation
Rider 310	Professional Services – Onsite Umbrella; w/ Auto; No Workers Compensation
Rider 315	Professional Services – Onsite Umbrella; w/ Youth under 21
Rider 320	Professional Services – Offsite; No Auto; No Workers Compensation
Rider 325	Professional Services – Offsite; No Auto; No Workers Compensation; w/ Youth under 21
Rider 330	Professional Services – Offsite Attorney; No Auto; No Workers Compensation
Rider 335	Professional Services – Onsite; Physician/Dentist; No Auto
Rider 340	Professional Services – Onsite Physician/Dentist w/ Youth under 21
Rider 345	Professional Services – Onsite Temp Nurses
Rider 350	Professional Services – Cyber – Onsite



NEW HAVEN PUBLIC SCHOOLS

Rider 355	Professional Services – Cyber – Offsite
4. The City of New Haven requires the information requested in the <u>Disclosure Affidavit</u> before any City agency, department, or city official seeking agreement/contract shall obtain them, notarized.	
Emailed Disclosures are acceptable.	



MEMORANDUM

BUREAU OF PURCHASES

CITY OF NEW HAVEN

Shawn J. Garris, Acting Purchasing Agent
200 Orange Street, New Haven,
Connecticut 06510
Telephone (203) 946-8201
Facsimile (203) 946-8206

SLSRC #38262022x

DATE: August 26, 2022

TO: Carl Carangelo
Chief Internal Auditor, NHPS

FM: Shawn J Garris,
Acting Purchasing Agent

RE: Sole Source – Lumen Touch LLC
10502 NW Ambassador Dr., Kansas City, MO 64153.

I have received your sole source request for the above referenced vendor and purpose. This is a proprietary product and service.

Therefore, pursuant to Section 74(d)(i) of the City Charter, I hereby designate the above referenced vendor as the "Sole Source" vendor for the above referenced purpose. Please prepare the appropriate procurement documents and include this Sole Source letter with your request.

While all else remains the same, this sole source does not expire.

Please note any non-competitively bid contract which is \$100,000.00 or greater may require Board of Alderman approval.

Any questions, please feel free to contact me @ x8201.

cc: Arami Martinez, Accounts Payable
Salina Manning-BOE
File

Dear New Haven Board of Education,

We are continuously upgrading our offerings to our clients. As you have seen, we have rebranded our company and our products. As part of this we would like to implement the following service agreement with your school district.

This is the new Lumen Touch Master Services Agreement that will supersede all previous agreements.

Please be sure to read this and ensure that all the people in your organization are aware of the conditions in this agreement.

Considering that the essence of our offering relates to the **confidentiality** of student data, we pay the utmost attention to all aspects of security governed by federal and state statutes. We build as many safety elements as possible to ensure that student data is secure at all times. We encourage you to inform us of any improvements you think can be brought about to enhance the integrity of our products.

Best regards,

Dr John Vandewalle CEO

MASTER SERVICES AGREEMENT

Contents

1. SERVICES	2
2. COMPENSATION	4
3. CONFIDENTIALITY	5
4. PROPRIETARY RIGHTS.....	6
5. CUSTOMER RESPONSIBILITIES	8
6. REPRESENTATIONS AND WARRANTIES	9
7. INDEMNIFICATION	9
8. TERMS AND TERMINATION.....	10
9. RECORDS, INSPECTIONS AND AUDIT	11
10. LIMITATION OF LIABILITY.....	11
11. DISCLAIMER OF WARRANTIES.....	12
12. MISCELLANEOUS.....	12
13. PRIOR AGREEMENT (S)	14
ADDITIONAL SERVICE ORDER (ASO).....	15

MASTER SERVICES AGREEMENT

This Agreement entered into on the 22nd day of June, 2023 effective, the 15th day of September, 2023, by and between the New Haven Board of Education (herein referred to as the Board) and, Lumen Touch , LLC, located at 1931 SW Gage Blvd, Topeka, KS 66604, (herein referred to as Lumen Touch).

1. SERVICES

1.1 Services. Provider will supply the services and/or products (the "Services") set forth in any Additional Service Order executed by the parties in the form of Exhibit A attached hereto and incorporated herein ("Additional Service Order" or "ASO"). Provider will provide the Services in accordance with the specifications and schedule set forth in the applicable ASO. To the extent any terms or provisions of an ASO conflict with the terms and provisions of this Agreement, the terms and provisions of this Agreement shall control, except to the extent such ASO specifically states the parties' intent that such ASO controls with respect to a particular matter. If the parties do not agree upon a schedule or milestones for the performance of certain Services, then Provider will perform such Services with reasonable diligence under the circumstances. Customer registration for, or use of the Services, constitutes Customer's assent to this Agreement, as well as any terms and conditions available on Provider's website (located at <http://www.lumentouch.com>), including, but not limited to Provider's Privacy Policy and End User License Agreement ("EULA"). Provider will not change the Services to be provided or the financial terms of this Agreement or any ASO without the prior written agreement of the parties in the form of an amendment to the Agreement or new ASO. Provider will do its best to inform Customer of any significant changes to the Services or terms and conditions of this Agreement that it may make from time to time, but there may be times when advance notice from Provider is not practical or feasible. Customer acknowledges it is responsible to regularly check Provider's website for updates and changes. Notwithstanding the foregoing, to the extent that any terms and conditions available on Provider's website conflict with the terms of this Agreement, the terms of this Agreement shall control.

1.2 Performance Standards. The parties will consult and cooperate to coordinate the Services with the activities of Customer's representatives. Provider will supply the Services in accordance with the terms of the ASO and the specifications therein and in a manner consistent with general industry standards reasonably applicable to the provision of the Services. Provider will perform, and warrants that it will perform, the Services in compliance with all applicable laws, rules and regulations, including without limitation the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Children's Online Privacy Protection Act of 1998 (COPPA), the Family Educational Rights and Privacy Act (FERPA), and the Protection of Pupil Rights Amendment (PPRA), to the extent otherwise applicable to Provider's performance of the Services.

1.3 Features License & Restrictions. If the Services include access to any of Provider's databases, content, online systems, functions, software, remotely-accessed gateways, platforms, or other products (collectively, "Features") such access shall be governed by this Section. Access to certain Features may be restricted and Features may change from time to time. Provider hereby grants Customer a non-exclusive, non-transferable, limited license ("License") to access the Features and to use content made available by the Features ("Content"), solely for Customer's internal business and educational purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to Customer are reserved by Provider and its licensors. Except as otherwise provided with respect to certain Content, the License includes the right to download and temporarily store insubstantial portions of Content to a storage device solely: (i) to display such Content; and (ii) to quote and excerpt from such Content by electronic cutting

and pasting or other means in internal reports, lesson plans, lessons, and similar works created by Customer, its administrators, teachers, enrolled students, or parents or legal guardians of Customer's enrolled students. The License shall expire upon termination or expiration of the Term of this Agreement.

No individual shall be authorized to access Features or Content under the License unless such individual is an administrator, employee, teacher, consultant, contractor, agent, enrolled student, or a parent or legal guardian of an enrolled student of Customer. The number of individuals authorized to access the Features under the License shall be set in the applicable ASO and Provider will supply Customer with an equal number of distinct keys, codes, passwords, or similar devices ("Access Keys") which will permit individuals authorized to access the Features and Content ("Users") to access the Features and Content. When issued by Provider, Access Keys shall be assigned to specific individuals and shall not be shared or used by more than one individual User. Access Keys may be reassigned upon written request and authorization of Provider in the event a User's relationship with Customer changes such that the User no longer accesses Features or Content. Certain Features and Content are licensed subject to "Additional Terms" (as defined below), which take precedence over the rights granted in this Section.

Neither Customer nor any User may copy, download, store, publish, transmit, transfer, sell or otherwise use the Features or Content, or any portion thereof, in any form or by any means, except: (i) as expressly permitted by this Agreement; (ii) with Provider's prior written permission; or (iii) if not expressly prohibited by this Agreement or by the "Additional Terms," as allowed under the fair use provision of the Copyright Act (17 U.S.C. § 107). Features and Content shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement. Neither Customer nor any User shall: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party, the Features or the Content in any way; (ii) modify or make derivative works based upon the Features or the Content; (iii) create Internet "links" to the Features or Content or "frame" or "mirror" any Features or Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Features or Content in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Features or Content, or (c) copy any ideas, features, functions or graphics of the Features or Content. Neither Customer nor any User may access the Features or Content if Customer or User is a competitor of Provider, except with Provider's prior written consent. In addition, neither Customer nor any User may access the Features or Content for purposes of monitoring availability, performance or functionality, or for any other benchmarking or competitive purposes.

Certain Features or Content may be governed by terms and conditions, including charges, which are different from those set forth in this Agreement ("Additional Terms"). Customer will be given an opportunity to review Additional Terms by receiving notice in writing, online, or by other means which Provider may determine. Additional Terms may be modified effective upon Provider giving Customer notice of the modification. By using Features or Content governed by Additional Terms, Customer agrees to, and Customer and Users will be obligated to comply with, all such Additional Terms as well as the terms and conditions in this Agreement. All Additional Terms will be considered part of this Agreement. Should Customer elect not to use or access the Features or Content governed by Additional Terms, Customer shall not be obligated to comply with such Additional Terms.

1.4 Remote Backup and Disaster Recovery Service. As an additional service, and at an additional cost, Provider may offer to supply a periodic remote backup of "Customer Data" (defined below) in the event of a server malfunction, catastrophic event, or other data loss ("Disaster Recovery Service").

Unless otherwise stated in an ASO, Disaster Recovery Service is not included in the Services. If Disaster Recovery Service is not included on the applicable ASO, Customer is solely responsible for any backup, disaster recovery, and restoration of Customer Data. If Provider supplies data restoration services following a server malfunction, catastrophic event, or other data loss, Customer will be charged Provider's then-current rate.

1.5 Data Storage. The maximum disk storage space provided to Customer at no additional charge is 5 MB per User. If the amount of disk storage required exceeds these limits, Customer will be charged the then-current storage fees. Provider will use reasonable efforts to notify Customer when the average storage used per User reaches approximately 90% of the maximum; however, any failure by Provider to notify Customer shall not affect Customer's responsibility for such additional storage charges. Provider reserves the right to establish or modify its general practices and limits relating to storage of Customer Data.

2. COMPENSATION

2.1 Service Fees. For delivery of the Services, Customer agrees to pay Provider the fees as set forth in this Agreement and any ASO ("Service Fees"). To the extent that the Services are subject to any taxes, fees or levies of any nature which may be imposed by any governmental authority, Customer shall be solely responsible for the payment of any and all such taxes, fees or levies. For Services including access to Features, initial Service Fees are computed by multiplying the number of individual Users authorized to access the Features by the Individual User Fee provided in the ASO. Notwithstanding any ASO, Provider reserves the right to modify the Service Fees or add additional fees at any time, upon thirty (30) days' prior notice to Customer and Customer's continued use of the Services shall be deemed Customer's assent to such modifications and/or additional fees unless Customer notifies Provider in writing within such thirty (30) day period that Customer declines such modifications and/or additional fees.

2.2 Invoices/Manner of Payment. Service Fees are non-refundable and shall be fully earned, due and payable to Provider upon execution of this Agreement for the initial Term of the Agreement, and annually thereafter for renewal terms no later than thirty (30) days in advance of the anniversary of the Effective Date, without demand, unless otherwise mutually agreed by the parties in writing. If additional ASOs are added after the Effective Date which do not include specific payment provisions, Provider shall send Customer for each ASO one or more separate invoices, which invoice(s) shall summarize the Services provided during that period of time under such ASOs and the Service Fees due thereunder. Except as otherwise provided, Customer shall pay all amounts to Provider within thirty (30) days after Customer's receipt of such invoice(s). If Customer believes an invoice is incorrect, Customer must contact Provider in writing within sixty (60) days of the invoice date. The notice must contain the invoice and amount in question to be eligible to receive an adjustment or credit.

Customer agrees to supply Provider with complete and accurate billing and contact information, including without limitation, Customer's legal name, street address, e-mail address, name and telephone number of Customer's authorized billing agent and any individuals authorized to approve "Change Order Estimates" (defined below) and administer Customer's use of the Services on behalf of Customer ("License Administrator"). Customer agrees to update this information within thirty (30) days of any change.

2.3 Change Orders, Additional Access to Features. Customer may from time to time request additional Services, including without limitation increasing (but not decreasing) the number of individual Users authorized to access Features, by issuing a written request to Provider ("Change Order Request"). Provider will respond in writing to any Change Order Request, stating how such proposed changes to the

Services will affect the time and/or materials required for Provider to provide the Services, as well as the increase in the Service Fees ("Change Order Estimate"). If Customer agrees in writing to such Change Order Estimate, the applicable ASO will automatically be deemed amended to incorporate the revisions to the Services as set forth in the Change Order Request (or as otherwise mutually agreed by the parties) and any agreed-upon modifications to the time, materials and/or Service Fees as set forth in the Change Order Estimate (or as otherwise mutually agreed by the parties). If Provider authorizes an increase in the number of individual Users authorized to access Features: (i) such additional access shall be coterminous with the then-current Term of this Agreement; (ii) the fee for the added access shall be at Provider's then-current rate; and (iii) such additional charges shall be assessed as of the first day of the month in which such access is granted, without proration.

2.4 Non-Payment and Suspension. In addition to any other rights granted to Provider herein, in the event Customer fails to pay Provider any amounts owed Provider under the Agreement when due, Provider may suspend provision of Services under the Agreement until such amounts (together with interest and Provider's costs of collection, including without limitation court costs and reasonable attorneys' fees) are paid, or Provider may terminate the Agreement pursuant to Section 8. All such unpaid amounts shall bear interest at the maximum rate permitted by law and may be collected by Provider together with Provider's costs of collection including, without limitation, court costs and reasonable attorneys' fees. Suspension of Services under this Section shall not relieve Customer of its obligation to pay Service Fees under this Agreement. Provider may charge Customer a reconnection fee at Provider's then-current rate if Customer requests that Services resume after a period of suspension under this Section. Customer agrees that Provider has no obligation to retain Customer Data and that Customer Data may be irretrievably deleted without notice if Customer's account is thirty (30) days or more delinquent.

3. CONFIDENTIALITY

3.1 Confidentiality Obligation. During the term of this Agreement and for a period of ten (10) years thereafter, Customer will maintain all "Confidential Information" (as defined below) as confidential and Customer will not disclose any Confidential Information or use any Confidential Information for any purpose, without Provider's prior written consent, except: (i) as expressly authorized by this Agreement; (ii) as permitted by Section 3.3; or (iii) to its employees and Provider-approved subcontractors or other representatives who require access to such information for Customer to realize the benefit of the Services, so long as such persons are under obligations regarding the confidentiality of the Confidential Information that are consistent with and no less protective to Provider than the terms of this Agreement. Customer will use at least the same standard of care as it uses to protect its own confidential information (but in no event less than reasonable care) to ensure that its employees and Provider-approved subcontractors and other representatives do not disclose or make any unauthorized use of the Confidential Information, and Customer shall be responsible for any breach of this Agreement by any of its employees, subcontractors or other representatives.

3.2 Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" means all information, whether in oral, written, graphic or electronic form, provided or otherwise made available by or on behalf of Provider to Customer pursuant to or in connection with this Agreement, any ASOs and/or any separate confidentiality or non-disclosure agreement entered into by the parties (including, without limitation, all information relating to any of Provider's products made available to Customer, Service Fees, Access Keys, and terms of this Agreement), and all data, inventions and information developed, generated, produced or made in connection with the Services or any ASOs. Notwithstanding the foregoing, Confidential Information shall not include information which Customer can demonstrate by competent written proof: (i) is or becomes publicly known other than as a result of

any breach of this Agreement by Customer; (ii) is disclosed to Customer by a third party who rightfully possesses the information and is not under an obligation of confidentiality with respect thereto; or (iii) was known to Customer prior to its first receipt from Provider (whether such first receipt occurred before or during the term of this Agreement); provided that "Work Product" and "Intellectual Property" (as defined below) shall not be subject to the exception in the foregoing clause (iii) and shall in all events be Confidential Information of Provider.

3.3 Authorized Disclosure. Notwithstanding the provisions of Section 3.1, Provider may disclose Confidential Information, without violating its obligations under this Agreement, to the extent the disclosure is required by a valid state statute, order of a court or other governmental body having jurisdiction or is otherwise required by law or regulation, provided that Customer: (i) shall give reasonable prior written notice to Provider of such required disclosure; (ii) shall obtain, or shall cooperate with Provider's efforts to obtain, a protective order or other confidential treatment of such Confidential Information; and (iii) shall disclose only that portion of the Confidential Information which the Customer's legal counsel advises it is legally required to disclose.

3.4 Additional Limits on Use. Customer shall not use the Confidential Information for any purpose or in any manner that would constitute a violation of any law or regulation. Customer will take all appropriate steps to safeguard the Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. Customer shall promptly notify Provider in the event of any loss or unauthorized use or disclosure of any of the Confidential Information.

4. PROPRIETARY RIGHTS

4.1 Provider's Work Product & Intellectual Property. Provider shall own and retain all right, title and interest in and to: (i) all deliverables, reports, documents, techniques, know-how, algorithms, software, specifications, plans, notes, drawings, designs, pictures, inventions, data, information, conclusions, results, materials, compounds and other items authored, produced, provided, created, collected, developed, discovered, made or generated in the course of conducting, or otherwise in connection with, the Services ("Work Product"), and (ii) any and all patent rights, copyrights, trade secrets, trademark rights and other intellectual property rights in the Work Product ("Intellectual Property"). To the extent applicable, Provider shall be deemed to be the "author" of all Work Product and all works of authorship contained in any Work Product shall not constitute "work made for hire" under the U.S. Copyright Act (17 U.S.C. §§ 101 et seq.) or any other applicable copyright law. Customer hereby waives any and all moral rights (including rights of integrity and attribution) in and to the Work Product. Customer hereby assigns to Provider all right, title and interest in and to all Work Product and Intellectual Property. At Customer's expense, Customer shall execute and deliver all documents and take all actions necessary or desirable to vest in Provider all right, title and interest in and to Work Product and Intellectual Property and for Provider to apply for, obtain, perfect, maintain and enforce the Intellectual Property and any other proprietary protection relating to the Work Product. Customer will not contest the validity of Provider's rights in the Work Product or the Intellectual Property. All Work Product will be deemed to be the Confidential Information of Provider under and subject to Section 3. Provider shall have the right to review, publish, disclose and use any and all Work Product as Provider, in its sole discretion, deems appropriate.

4.2 Proprietary Material. Customer acknowledges that Provider alone (and its licensors, where applicable) own all right, title and interest, including all related intellectual property rights, in and to all constituents of the Services, including without limitation, the Features, Content, Provider's technology, the "Lumen Touch, LLC" name, the Lumen Touch, LLC logo and the product names and marks associated

with the Services ("Proprietary Material") and Customer acknowledges that this Agreement does not convey to Customer any rights of ownership in or related to the Proprietary Material. Customer agrees to abide by all copyright notices, trademark rules, information, and restrictions applicable to Proprietary Material, and Customer agrees to not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose Proprietary Material, without obtaining the prior consent of the owner of that Proprietary Material. The requirements of this Section apply notwithstanding any functional capability of the Services which makes the violation of this Section technically possible. Provider reserves the right to remove material from the Services, Features, Content, or Customer Data, which Provider believes in good faith to violate copyright or intellectual property rights.

4.3 Customer Data. As used in this Agreement, the following terms have the following meanings: (i) "Customer Data" means any data, information, material, or content provided or submitted by Customer or any User to Provider or to the Features in connection with the Services; (ii) "Personally Identifiable Information" means information which alone, or in combination with other information, is linked, or is linkable, to a specific individual, and which would thereby allow a reasonable person, who does not have personal knowledge of the relevant circumstances, to identify the individual with reasonable certainty; (iii) "De-identified Customer Data" means Customer Data which has had names of individuals removed, has had the statewide unique identifier scrambled, and has been further redacted as necessary so that it not, and does not contain, Personally Identifiable Information. Provider shall use Customer Data only as is reasonably necessary to provide the Services and perform its obligations under this Agreement, however Provider shall have the right to use De-identified Customer Data as provided in this Section. Customer grants Provider a world-wide, royalty-free, perpetual, irrevocable, non-exclusive, and fully sub-licensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, transmit, share, perform and display De-identified Customer Data, in whole or part, worldwide and/or to incorporate De-identified Customer Data in other works in any form, media, or technology now known or later developed for any of Provider's purposes, including without limitation, the development, manufacture, use, sale, or offer for sale of Provider's products, services, or processes. The rights granted Provider under this Section shall survive termination of this Agreement. Customer agrees to perform all further acts necessary to perfect any of the above rights granted by Customer to Provider, including the execution of documents, at Provider's request and at Customer's cost. Customer and/or User(s) retain any rights in Customer Data that Customer and/or User(s) may have in such Customer Data, subject to the rights, licenses and privileges granted in this Section.

Customer represents and warrants to Provider that Customer owns or otherwise has adequate rights to grant the rights granted Provider by this Section. Customer represents, warrants and undertakes that: (i) use of the Customer Data will not infringe the rights of any third parties (including that the Customer Data is not defamatory); (ii) Customer has obtained all rights and consents that are necessary for Customer to provide the Customer Data; (iii) Customer is solely responsible for complying with the Children's Online Privacy Protection Act (15 U.S.C. § 6501 et seq.) and Customer has obtained advance written consent from all parents or guardians whose children under 13 will be accessing Services and Provider is entitled to rely upon the same; and (iii) Customer will immediately remove and notify Provider of any Content that does not comply with these terms and conditions or that may infringe the rights of third parties.

Customer, not Provider, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Customer Data. Customer acknowledges that other persons may have submitted content to Provider, may have made public or developed, or may originate, submit, make public or develop, material similar or identical to all or a portion of the Customer Data, content or concepts contained therein, and Customer understands and agrees that neither Customer nor User(s) shall be

entitled to any compensation because of the use or exploitation thereof, and the submission of Customer Data, or any posting or display thereof, is not any admission of novelty, priority or originality. Even if Customer and/or User(s) subsequently see or learn of a presentation, sound recording, composition, demo, idea, script, drawing, motion picture, photograph, film, video or any other content which appears to incorporate any idea or concept or include anything similar or identical to that contained in any Customer Data, that is purely coincidental and unavoidable.

Provider shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated (other than by reason of Customer breach), Provider will make available to Customer, a file of the Customer Data within thirty (30) days of termination if Customer so requests, in writing, within five (5) business days of termination. Provider reserves the right to withhold Customer Data without notice for any breach by Customer, including, without limitation, Customer non-payment or under payment.

5. CUSTOMER RESPONSIBILITIES

5.1 Responsible for Users. Customer is responsible for all activity of User(s). Customer agrees that Customer and Users(s) will abide by all applicable local, state, federal, and foreign laws, treaties and regulations in connection with use of the Services, including without limitation those related to data privacy, international communications and the transmission of technical or personal data.

5.2 Obligation to Report. Customer shall: (i) notify Provider immediately of any unauthorized use of any Access Key or account or any other known or suspected breach of security; (ii) report to Provider immediately and use reasonable efforts to stop any unauthorized copying or distribution of Content that is known or suspected by Customer or User(s); and (iii) not impersonate User(s) or provide false identity information to gain access to or use the Services.

5.3 Children's Privacy. Customer is solely responsible for complying with the Children's Online Privacy Protection Act (15 U.S.C. § 6501 et seq.). Customer hereby agrees to obtain on behalf of, and for the benefit of Provider, advance written consent in writing for any User that is a child under 13 years of age from the parent(s) or guardian(s) of such child. Such parental consent must specifically authorize the child to use the Services and authorize the child to disclose personal information to Provider for the purposes allowed by this Agreement. Customer is responsible for understanding how any third-party software or services accessed through or obtained from the Services may collect and use information of Users. When obtaining consent, Customer must provide parents and guardians with any disclosing or disclaiming information provided to Customer by Provider, including without limitation Provider's Privacy Policy, to accompany the consents. Customer must keep all consents on file and provide them to Provider should Provider request them. The written consent that Customer agrees to obtain from parents or guardians of Users under the age of 13 must contain the following information in Subsections (i) through (vi):

- i. That Provider has collected the parent's or guardian's online contact information from the child, and the name of the child or the parent or guardian, in order to obtain the parent's or guardian's consent;
- ii. That the parent's or guardian's consent is required for the collection, use, or disclosure of such information, and that Provider will not collect, use, or disclose any personal information from the child if the parent or guardian does not provide such consent;

- iii. That, should the parent or guardian provide consent, Provider intends to collect personal information from the child consistent with Provider's Privacy Policy and any other disclosing or disclaiming information provided to the parent or guardian;
- iv. A hyperlink to Provider's online notice of its information practices containing the name, address, telephone number, and email address of Provider; a description of what information Provider collects from children, including whether the Services provided by Provider enable a child to make personal information publicly available, how Provider uses such information, and Provider's disclosure practices for such information;
- v. The means by which the parent or guardian can provide verifiable consent to the collection, use, and disclosure of the information; and
- vi. if the parent or guardian does not provide consent with a reasonable time from the date the direct notice was sent, Provider will delete the parent's online contact information from its records.

Provider agrees that it shall not use or transfer any Personally Identifiable Information without obtaining proper consent or otherwise in violation of any applicable law.

6. REPRESENTATIONS AND WARRANTIES

Customer represents and warrants to Provider as follows:

6.1 Customer has properly identified itself and has all necessary right, power and authority to execute this Agreement and grant the rights herein;

6.2 The execution of this Agreement and provision of the Services by Provider will not violate any service, confidentiality, consulting or other agreement to which Customer or its employees is a party or by which Customer or its employees may be bound.

6.3 Customer incorporates the additional representations and warranties located in any other Sections of this Agreement as though completely set forth in this Section.

Provider represents and warrants to Customer as follows:

6.4 Provider shall comply with all applicable state and federal laws, including without limitation all privacy and non-discrimination laws applicable to the Services provided pursuant to this Agreement.

7. INDEMNIFICATION

7.1 Mutual Indemnity. To the extent enforceable under applicable laws, Customer and Provider, each agree to defend, hold harmless, and indemnify the other party and their affiliates and respective directors, officers, employees, agents, and assigns ("**Indemnified Party(ies)**"), from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities of any kind, (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) (collectively, "**Claims**") to which such Indemnified Party(ies) may become subject to the extent that such Claims arise out of or result from: (i) the default or breach by the other party of any obligation, representation, warranty, covenant or agreement hereunder; or (ii) the negligent act or omission or willful misconduct of the other party or its employees.

7.2 Procedure. The Indemnified Party(ies) will have the right to approve the counsel selected by the other party for the defense of the Claims. The party seeking indemnification will provide reasonably prompt written notice of any such Claims and provide reasonable information and assistance, at their expense, to help defend such Claims. The party providing the indemnification will not have any right, without the Indemnified Party's written consent, to settle any such Claim if such settlement contains a stipulation to or admission or acknowledgment of any liability or wrongdoing (whether in contract, tort or otherwise) on the part of the Indemnified Party(ies), subjects the Indemnified Party(ies) to any injunctive or other relief or otherwise adversely affects the business of the Indemnified Party(ies) in any manner, or otherwise requires the Indemnified Party(ies) to take or refrain from taking any material action (such as the payment of fees).

8. TERMS AND TERMINATION

8.1 Term. The term of this Agreement (the "Term") will commence on the Effective Date and will continue for a period of one (1) year thereafter, unless earlier terminated as provided herein. The Term will renew for periods of one (1) year each based on mutual agreement and approval. Should a party not desire to renew the Agreement the such party shall give the other party written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term. Upon renewal, Customer agrees to pay Provider's then-current Service Fees applicable as revised and approved to the Services.

Fiscal support for this agreement shall be by Medicaid Account: **Account Number: 2534-5408-56694.**

8.2 Termination for Cause. Except as otherwise specifically provided in this Agreement, either party may terminate this Agreement or an individual ASO if the other party materially breaches this Agreement. In the case of a material breach that is not capable of being cured, the non-breaching party may terminate this Agreement immediately upon giving written notice of termination. In the case of a material breach that is capable of being cured, the non-breaching party shall send written notice to the breaching party describing the breach in reasonable detail, and the non-breaching party may terminate this Agreement if the breaching party does not cure such breach within thirty (30) days following its receipt of such notice. A breach by Customer of the obligations set forth in Sections 2 shall be deemed a material breach for purposes of this Section, in addition to and without limitation of any other material breach, which may arise.

8.3 Effect of Termination. Upon the termination of this Agreement and any then outstanding ASO by Customer without cause, Customer shall pay to Provider as liquidated damages any amounts due and remaining unpaid for the remainder of the then-current Term, together with interest accruing as of such termination at the maximum rate permitted by law and Provider's costs of collection, including without limitation, court costs and reasonable attorneys' fees. The parties acknowledge and agree that this is a reasonable estimate of the actual damages which will be sustained by Company should Customer terminate early without cause. Following termination or expiration of this Agreement, (i) Customer will promptly provide all Work Product to Provider (including any unfinished Work Product), (ii) Customer will return any Confidential Information and any property of Provider within ten (10) days from the date of such termination or expiration, (iii) the terms and conditions of Sections 3, 4, 7, 8, 9, 10, and 11 will survive such termination or expiration of this Agreement, and (iv) at Customer's request, Provider will make its staff available to assist with any transition of the Services at Provider's then-current hourly rates, and (v) Provider shall have no obligation to retain Customer Data and may delete Customer Data thirty (30) days after termination of the Agreement.

9. RECORDS, INSPECTIONS AND AUDIT

During the Term and for a period of five (5) years thereafter or, if later, until expiration of the minimum retention period required by applicable laws, rules and regulations, and subject to the continuing confidentiality obligations under Section 3, Customer will maintain accurate and complete records related to the Services and this Agreement. Customer shall not destroy any such records unless and until it has obtained Provider's prior written permission to do so. At Provider's written request, Customer shall continue to maintain any such records beyond the applicable period specified above, subject to payment by Provider of reasonable storage fees, or shall transfer such records to Provider or its designee at Customer's expense. Representatives of Provider may visit Customer's facilities or meet with Customer or its representatives at reasonable times and with reasonable frequency during normal business hours to observe and evaluate the progress of the Services. If any regulatory authority conducts or gives notice to Customer of its intent to conduct an inspection of the Services at Customer's facilities or to take any other regulatory action with respect to the Services, Customer shall notify Provider of the same and shall promptly provide Provider with a copy of the results of any such regulatory inspection or action. Provider may, upon twenty-four (24) hours' notice, audit Customer's records relating to the Services and consult with Customer's accountants for the purpose of verifying Customer's compliance with the terms of this Agreement.

10. LIMITATION OF LIABILITY

10.1 Responsibility for Content and Customer Data. All Content and Customer Data is the sole responsibility of the person from whom such content originated, and Customer or User(s) access all such information and content at their own risk. Provider is not liable for any errors or omissions in such information or for any damages or loss Customer or User(s) may suffer in connection with it. Provider cannot control and Provider assumes no duty to take any action regarding how Customer or Users may interpret or use the Content or what actions Customer or Users may take as a result of having been exposed to the Content, and Customer hereby releases Provider from all liability for Customer or User(s) having acquired or not acquired Content through the Service. Provider cannot guarantee the identity of any users with whom Customer or User(s) interact in using the Services and Provider does not assume any duty or responsibility for any users of other customers who may gain access to the Services.

10.2 Third Party Materials. The Services may contain links or connections to third party websites or services that are not owned, operated, or controlled by Provider. If Customer or Users access third party websites or use third party services, Customer accepts that there are risks in doing so, and agrees that Provider cannot be held liable with respect to the same. Provider encourages Customer and Users to read the terms and conditions and privacy policy of each third-party website or service that Customer or Users may visit or utilize. Provider assumes no responsibility for the content in any third-party website or from any third party that Customer or User may interact with through the Service. By using the Service, Customer releases and holds Provider harmless from any and all liability arising from Customer's or Users' use of any third-party website or service. Customer recognizes that certain third-party providers of ancillary software, hardware or services may require that Customer or Users agree to additional or different license or other terms prior to Customer's or Users' use of or access to such software, hardware or services, and that any such subsequent agreement or license between Customer and third party providers of ancillary software shall not relieve Customer of any responsibilities Customer incurs by reason of this Agreement.

10.3 DAMAGES. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES IS WITH THE CUSTOMER. EXCEPT FOR EITHER PARTY'S BREACH OF SECTION 3 (CONFIDENTIALITY) OR

INDEMNIFIED CLAIMS UNDER SECTION 7 (INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER FOR THE TERM DURING WHICH THE EVENT GIVING RISE TO SUCH CLAIM OCCURS. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICES, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.4 INTERNET & ELECTRONIC COMMUNICATIONS. PROVIDER'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PROVIDER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS EXCEPT AS SET FORTH IN THIS AGREEMENT.

11. DISCLAIMER OF WARRANTIES

PROVIDERS AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT OR CUSTOMER DATA. PROVIDER AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (i) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (ii) THE SERVICE WILL MEET CUSTOMER REQUIREMENTS OR EXPECTATIONS; (iii) ANY STORED DATA WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CUSTOMER OR USERS THROUGH THE SERVICE WILL MEET CUSTOMER OR USER REQUIREMENTS OR EXPECTATIONS; (v) ERRORS OR DEFECTS WILL BE CORRECTED; OR (vi) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND ALL CONTENT IS PROVIDED TO CUSTOMER AND USERS STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY PROVIDER AND ITS LICENSORS.

12. MISCELLANEOUS

12.1 Notices. All notices, authorizations, and requests in connection with this Agreement shall be in writing and will be deemed given: (a) on the day they are sent by air express courier, charges prepaid; or (b) on the day of transmittal if sent by confirmed facsimile, or by other means of accepted electronic communication, in each case to the address set forth below or to such other address as the party to receive the notice or request so designates by written notice to the other.

If given to Provider:

Lumen Touch, LLC
1931 SW Gage Blvd.
Topeka, KS 66604
Attention: CEO, Dr. John Vandewalle

If given to Customer:

New Haven Board of Education
54 Meadow Street
New Haven, CT 06519
Attention: Ms. Sue Peters

12.2 Relationship of Parties. Provider's relationship with Customer is that of an independent contractor and nothing in this Agreement shall be construed as creating a partnership, joint venture or employer-employee relationship between the parties. Provider acknowledges that it is not authorized to make any contract, agreement or warranty on behalf of Customer. Under no circumstance will one party's employees be construed to be employees of the other party, nor will one party's employees be entitled to participate in the profit sharing, pension or other plans established for the benefit of the other party's employees.

12.3 No Exclusivity. Notwithstanding anything contained herein to the contrary, the parties agree that nothing contained in this Agreement or any ASO will be construed as creating an exclusive relationship between the parties. Nothing in this Agreement will prevent either Provider or Customer from entering into the same or similar relationship with others.

12.4 Governing Law. This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Kansas, without reference to its choice of law principles to the contrary. Neither party will commence or prosecute any action, suit, proceeding or claim arising out of or related to this Agreement other than in the United States District Court for the State of Kansas or the District Court of Johnson County, Kansas. Each party hereby irrevocably consents to the jurisdiction and venue of such courts in connection with any such action, suit, proceeding or claim. In any suit, arbitration, mediation or other action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the substantially prevailing party will be entitled to recover its costs, including reasonable attorneys' fees.

12.5 Waiver. No waiver of any term, condition or obligation of this Agreement will be valid unless made in writing and signed by the party to which such performance is due. No failure or delay by any party at any time to enforce one or more of the terms, conditions or obligations of this Agreement will (a) constitute a waiver of such term, condition or obligation, (b) will preclude such party from requiring performance by the other party at any later time, or (c) will be deemed to be a waiver of any other subsequent term, condition or obligation, whether of like or different nature.

12.6 Assignment. This Agreement may not be assigned by Customer without the prior written approval of Provider but may be assigned without Customer consent by Provider to: (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of Customer that results or would result in a competitor of Provider directly or indirectly owning or controlling 50% or more of Customer shall entitle Provider to terminate this Agreement for cause immediately upon written **notice 12.7**

Severability. This Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Agreement is held to be invalid or unenforceable to any extent, then the remainder of this Agreement will have full force and effect and such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision.

12.8 Entire Agreement. This Agreement, together with all ASOs attached hereto, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all oral understandings, representations, prior discussions and preliminary agreements. Except as otherwise expressly stated herein, this Agreement and any ASOs hereto may be amended only in writing signed by all parties, and no text or information set forth on any purchase order, preprinted form or document (other than a final ASO, if applicable) shall add to or vary the terms and conditions of this Agreement.

12.9 Counterparts; Electronic Signature. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Each party may execute this Agreement by facsimile transmission or in Adobe™ Portable Document Format (PDF) sent by electronic mail. Facsimile or PDF signatures of authorized signatories of the parties will be deemed to be original signatures, will be valid and binding, and, upon delivery, will constitute due execution of this Agreement.

12.10 Read and Understood. Each Party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms and conditions. Each Party acknowledges that this Agreement shall not be construed for or against either Party by reason of who did or did not draft this Agreement. The provisions of this Agreement shall be binding upon and will inure to the benefit of the Parties hereto, their heirs, administrators, successors and assigns.

13. PRIOR AGREEMENT (S)

13.1 Termination of Prior Agreement(s). This Agreement, upon execution, will hereby terminate and supersede all prior understandings, representations, discussions, commitments, and agreements, both verbal and written, between the Parties. All agreements and commitments between the Parties must be contemplated in this Agreement to be considered in effect and binding between the Parties.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED two (2) COUNTERPARTS OF THIS AGREEMENT AS OF THE SEPTEMBER 1st, 2023 AND EFFECTIVE UNTIL THE 30th DAY OF JUNE, 2024.

New Haven Board of Education

Representative Name: Yesenia Rivera

Representative Title: Board President

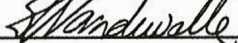
Signature: _____

Date: _____

Lumen Touch

Representative Name: Dr. John Vandewalle

Representative Title: CEO

Signature: 

Date: 7/12/23

EXHIBIT A

ADDITIONAL SERVICE ORDER (ASO)

This Additional Service Order, dated June 22, 2023, is made pursuant to that certain Master Services Agreement by and between LUMEN TOUCH, LLC and NEW HAVEN BOARD OF EDUCATION. All capitalized terms, where not otherwise defined in this Additional Service Order, will have the meanings set forth in the Agreement.

Fees listed in this ASO are current June 22, 2023 and are subject to change from time to time. Provider will issue notice to Customer in the event fees are scheduled to be modified at least 60 days in advance.

A. Products Purchased / Included:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Bright CARE – Health Management | <input type="checkbox"/> Bright INSIGHT – Data Dashboards |
| <input checked="" type="checkbox"/> Bright CODE – Custom Development | <input type="checkbox"/> Bright SUCCESS – College and Career Planning |
| <input checked="" type="checkbox"/> Bright STORE – Backup and Recovery | <input type="checkbox"/> Bright LOCK-Automated school lock down |
| <input type="checkbox"/> Bright SPED – Special Education Management | <input type="checkbox"/> Bright TRACKS – Student tracking /attendance |
| <input type="checkbox"/> Bright LLEARNING – Curriculum Management | <input type="checkbox"/> Bright SPACE 2 – Social Media Management |
| <input type="checkbox"/> Bright RESOURCE – Inventory Management | <input type="checkbox"/> Bright STEPS – Early Learning Management |
| <input type="checkbox"/> Bright TRANSPORT – Tracking buses and drivers | <input type="checkbox"/> Bright SUITE– All-In-One Bundle |
| <input type="checkbox"/> Bright PATH – Professional Development | <input type="checkbox"/> Bright STUDENT – Student Information |
| <input type="checkbox"/> Bright SPACE 1– Emergency Message Management | |

B Delivery Schedule and Milestones:

Bright CARE– Currently installed and fully operational
Bright STORE- Currently installed and fully operational

C. Lumen Services Purchased/Included:

- ☒ Training
- ☐ Server Monitoring
- ☒ Hosting

D. Product/Service Fees:

1. Unit Fee for Year: 2023-2024 (\$2.30)

Unit Fee for Year: 2024-2025 (\$2.40)

2. Estimated Cost: By Contract and Estimated Student Count: 10,000

Service	Fee based on:	2023-2024	2024-2025
Bright CARE	School Year	\$23,000	\$24,000
Bright REGISTRATION	School Year	\$5,000	\$5,000
Bright STORE	School Year	\$1,500	\$1,500

3. Additional Service Fees:

Service	Fee based on:	2023-2024	2024-2025
Bright HOSTING with SSL	School Year	\$750	\$750
Bright Training	School Year	\$525	\$525

4. Total Licensing Fees

Lumen Touch Services	2023-2024	2024-2025
Total	\$30,775	\$31,775

4. Subsequent Training and Development

Additional training and software development that is requested by Customer will be billed at \$175.00 per hour.

E. Payment Schedule: With the exception of Subsequent Training and Development, all fees will be invoiced annually and be due each year that such service is scheduled to be provided. The per user fees will be estimated based upon demographic information collected regarding the Customer's student population.

F. Miscellaneous

1. True-up

- a. Provider reserves the right to perform a fee true-up if Provider believes the actual per user population is more than 5% greater than the user population billed by Provider.

2. Proposal(s)

- a. Proposals issued by Provider to Customer will contain more specific information regarding the full services and fees to be offered to Customer. The signed proposal will be used in conjunction with this Agreement and ASO to determine the Services and Fees that will be provided to the Customer.

2023-2024 Deliverables

This Additional Service Order shall be attached to and incorporated into the Agreement and is subject to all the terms and conditions of the Agreement.

Summary

New Haven School District wishes to contract with Lumen Touch to provide the Lumen Touch Bright CARE software as a service to manage their school-based health centers for the school year 2023-2024.

Requirements:

Both parties have agreed to the following requirements as set out below:

Communication

Both parties will maintain communication at a minimum as follows:

1. Standing monthly calls between NHPS, Lumen Touch's Bright CARE Program Manager and Lumen Touch's IT Director. Issue-specific calls may be scheduled between entity leadership as needed.
2. New Haven has created SLACK- this will track progress and completion and aide in communication.
3. Teresea and Sue or other assigned program managers will be in regular weekly contact and as needed to address concerns as they may arise.

Deliverable Deadlines

Deadlines are established for the priority deliverables based on Lumen Touch's Development Team availability with consideration for dates suggested by NHPS. Lumen Touch will provide NHPS a status update of each upcoming requirement at least two weeks prior to the estimated completion date. In the event of an anticipated delay of completion, Lumen Touch will alert NHPS and propose a new completion date to be approved by NHPS.

NHPS and Lumen will have "Deliverable Review" no less often than every 2 months to review and sign off whether the item was completed to satisfaction and review updates on items scheduled for completion.

Ad Hoc Reporting Needs and DPH Report Requests

Requirements for any additional reporting needs that may arise unforeseen will be submitted to Lumen Touch for development. Deadlines for these additions will be negotiated as they arise. Lumen Touch will bill NHPS the standard rate of \$175 per development hour for each additional project. Lumen Touch will provide an itemized cost for any additional work that is requested by NHPS that will have an added fee. The work and the cost of that work will be approved in writing by the Director of School Health Centers before the work begins.

PRICING AGREEMENT

PRODUCT: Bright CARE and Bright CODE

SCHOOL DISTRICT: New Haven Unified School District Estimated student count: 10,000

DESCRIPTION	Per Student	Estimated Units	2023-24	2024-25
<input checked="" type="checkbox"/> Bright CARE Licensing Fee	\$2.20	10,000	\$23,000	\$24,000
	Per Student			
<input checked="" type="checkbox"/> Bright REGISTRATION	\$0.50	10,000	\$5,000	\$5,000
	Per Product			
<input checked="" type="checkbox"/> Bright Hosting	\$750	1	\$750	\$750
	Per District			
<input checked="" type="checkbox"/> Bright STORE: Backup and Recovery	\$1,500	1	\$1,500	\$1,500
	Per Year			
<input checked="" type="checkbox"/> Bright Training	\$175	3	\$525	\$525
Total Cost Proposal			\$30,775	\$31,775

APPROVAL: This Agreement must be approved by the New Haven Board of Education prior to service start date. Contactors may begin service no sooner than the day after Board of Education approval.

PAYMENT SCHEDULE: Payments will be made as indicated:

1st invoice. September 1st, 2023 for portion 1 of Bright CARE license fee: \$7,693.75

2nd invoice: January 1st, 2023 for portion 2 of Bright CARE license fee: \$7,693.75

3rd invoice: April 2nd, 2024 for portion 3 of Bright CARE license fee: \$7,693.75

4th invoice: Jun 2nd, 2024 for portion 4 of Bright CARE license fee: \$7,693.75

Payment Terms and Conditions:

Payment for the customized programming will be conditional upon completion of the deliverables described above within the timeframes indicated and according to the specifications provided by NHPS. In the event that a deliverable cannot be met by the deadline, Lumen will provide NHPS a status update of each requirement at least 2 weeks prior to the completion date and propose a new date for

completion for NHPS approval. If this is unacceptable to NHPS, the 2 parties will negotiate a new deadline.

Fiscal support for this Agreement shall be by Medicaid Account: 2534-5408-56694

Account Number:

This agreement shall remain in effect from September 1, 2023 to June 30, 2024

Exhibit B: Student Data and Privacy Agreement: Attached

APPROVAL: This Agreement must be approved by the New Haven Board of Education **prior to service start date**. Contactors may begin service no sooner than the day after Board of Education approval.

TERMINATION: The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to Lumen Touch by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to Lumen Touch for all services rendered by Lumen Touch through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.

HOLD HARMLESS: Lumen Touch shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of Lumen Touch or its employees or agents. Further, Lumen Touch covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits, judgments of any description whatsoever caused by Lumen Touch's breach of this agreement or based upon the conduct of Lumen Touch, or its agents or its employees or arising out of in connection with their activities under this agreement.

Lumen Touch

NEW HAVEN BOARD OF EDUCATION



Contractor Signature

Yesenia Rivera, President

7/12/23

Date

Date

Dr. John Vandewalle
Contractor Name Printed or Typed

CITY OF NEW HAVEN

New Haven, Connecticut 06510

**DISCLOSURE &
CERTIFICATION
AFFIDAVIT**1. **EVERY SECTION MUST BE COMPLETED**

Contractor/Vendor Name:	Lumen Touch, LLC			
DBA (if applicable)				
If you are a DBA, please be advised you must file a Trade Name Certificate with the CONH City/Town Clerk				
Physical principal place of business:	1931 SW Gage Blvd.,	Topeka	KS	66604
	Address	City	State	Zip
Mailing Address: (complete only if different from principal place of business):				
	Address	City	State	Zip
Telephone #:	816.880.0066			
Email Address:	johnv@lumentouch.com			
Contact Person:	Dr John Vandewalle			

For the purposes of this Disclosure and Certification Affidavit, the following definitions apply:

- (a) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (b) "Contract" means any agreement, purchase order, Memorandum of Understanding, or other formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (c) "City" means any official agency, board, authority, department office, or other subdivision of the City of New Haven "CONH"
- (d) "Affiliate Entity" means any entity listed in sections 5 or 6 below or any entity under common management with the Contractor.
- (e) "DOB" means Date of Birth for individuals

State of	Colorado	County of	Chaffee
I,	John Vandewalle	being first duly sworn, hereby deposes and says that:	
	Type your name above		
2.	I am over the age of 18 and understand the obligations of making statements under oath; I understand that the City of New Haven is relying on my representations herein. (click 2a or 2b)		
2a.	<input checked="" type="checkbox"/>	I am the corporate secretary or majority owner (including sole proprietorship) of:	Lumen Touch, LLC
			Type company name above
2b.	<input type="checkbox"/>	Or I am an individual and my name is:	
			Type individual name above

3.	Please click the applicable representation(s) regarding taxes or, if none of the below are accurate, attach an explanation of the status of the relevant tax obligations to this Affidavit		
3a.	<input type="checkbox"/>	As required by Conn. Gen. Stat. §12-41, the Contractor (and each owner, partner, officer, authorized signatory, or Affiliate Entity of the Contractor) has filed a list of taxable personal property with the City of New Haven for the most recent grand list and all taxes are current.	
3b.	<input checked="" type="checkbox"/>	The Contractor (including any owner, partner, officer, or authorized signatory thereof) is not required to file a list of taxable personal property with the CONH for the most recent grand list and does not owe any back taxes to the CONH, either directly or through a lease or other agreement.	
3c.	<input type="checkbox"/>	The Contractor or an owner, partner, officer, representative, agent or Affiliate Entity of the Contractor either i) has a PILOT agreement with the City of New Haven or ii) owes back taxes and has executed an agreement with the CONH to pay said back taxes in installment payments. Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.	
3d.	<input checked="" type="checkbox"/>	Other than as may be described in section 3a-c above, the Contractor (including any owner, partner, officer, other authorized signatory, or Affiliate Entity) does not have any outstanding monetary obligations to the City of New Haven.	

4.	Please click the applicable representation about the Contractor's business registration: 4a-c or 4d if a-c does not apply		
4a.	<input type="checkbox"/>	Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship.	Type State registration # above
4b.	<input checked="" type="checkbox"/>	Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship but is registered to do business in the State of Connecticut.	1245782 Type State registration # above
4c.	<input type="checkbox"/>	Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship and is not registered to do business in the State of Connecticut. The Contractor is registered in the State of:	Type State name above
4d.	<input type="checkbox"/>	Contractor has confirmed with the Connecticut Secretary of the State that the services it will provide pursuant to the Contract do not constitute doing business in the State of Connecticut and no registration with the Connecticut Secretary of the State is required. Contractor does otherwise affirm they have and will maintain the following State of Connecticut registrations, certificates, or approvals relevant to the Agreement (attach if Applicable)	

5.	The following list is a list of the names of <u>all</u> persons affiliated with the business of the Contractor who are also affiliated with the City of New Haven. For purposes of this Affidavit, "affiliated with the business of the Contractor" includes any current or former employee (including officers) of the Contractor or any owner, board member or agent of the Contractor, or of any subsidiary or parent company of the Contractor, and "affiliated with the City of New Haven" means any employee, agent, public official, board member, commissioner or any other person serving in an official capacity for or on behalf of the City of New Haven. If none state none. Use additional sheet if necessary (must be on company letterhead and notarized):			
	Name	City Affiliation Role & Time Frame	Contractor Affiliation Role & Time Frame	DOB
5a.	None			
5b.				




6.	Contractor must disclose all existing and recent contracts with the City. The following list is a list of all contracts in which either the Contractor, any person affiliated with the business of the Contractor or an Affiliate Entity of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized)		
	Name of Contractor or Affiliate	Affiliation (if applicable)	Contract Number
6a.	Lumen Touch, LLC		
6b.			
6c.			
6d.			

7.	The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):		
	Organization Name	Address	Type of Ownership
7a.	None		
7b.			

8.	The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):			
	Name	Title	% of Ownership	DOB
8a.	John Vandewalle	CEO	69	02/22/1951
8b.				

9.	If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):		
	Trade Name	Place of Incorporation/Registry	Principal Place of Business
9a.	None		
9b.			

I hereby certify that I am duly authorized to sign this Affidavit and that the person who will sign the Agreement (if required) with the City on behalf of the Contractor will be duly authorized to execute the same. I hereby further certify that the statements set forth above are true and complete on the date hereof and that I, or another authorized individual of the Contractor, will promptly inform the City, in writing, if any of the information provided herein changes or is otherwise no longer accurate at any point during the execution of the referenced Agreement. I understand that any incorrect information, omission of information or failure of the Contractor to update this information, as described in the foregoing sentence, may result in the immediate termination of all agreements the Contractor has with the City of New Haven and disqualification of the Contractor to further contract with the City.

Signature of person completing this form:			
Title of person completing this form:	CEO		
Contractor/Vendor Name:	Lumen Touch, LLC		
Date:	08/29/2023		
THIS FORM MUST BE NOTARIZED		NOTARY SEAL (if available)	
Signature of Notary:			
Subscribed and sworn to, before me on this:	19th	Day of	June
My Commission Expires:	October 21, 2025		

County of Chaffee
State of Colorado

ACORD™**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/07/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Haas & Wilkerson Insurance 4300 Shawnee Mission Parkway Fairway, KS 66205 913 432-4400		CONTACT NAME: Donna McLaughlin, AINS CPCU PHONE (A/C, No, Ext): 913.676.9250 FAX (A/C, No): 913.432.6159 E-MAIL ADDRESS: hwcertificates@hwins.com															
INSURED Lumen Touch, LLC 1931 SW Gage Blvd Topeka, KS 66604		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C :</td> <td></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> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Casualty Company	20443	INSURER B : Continental Insurance Company	35289	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A : Continental Casualty Company	20443																
INSURER B : Continental Insurance Company	35289																
INSURER C :																	
INSURER D :																	
INSURER E :																	
INSURER F :																	

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

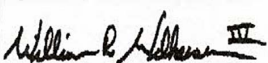
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6074670421	07/01/2023	07/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		6074670421	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		6074670435	07/01/2023	07/01/2024	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC680928450	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000

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

City of New Haven is included as an Additional Insured on a Primary/Noncontributory basis with Waiver of Subrogation when required by written contract

CERTIFICATE HOLDER**CANCELLATION**

City of New Haven 200 Orange St, Rm 301 New Haven, CT 06510	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 
--	---