

Contract Amendment Abstract

Contract Amendment Information

Contract Title: Homeless Management Information System

Amendment Summary: Amend paragraph 2 to extend contract for a fully sixty (60) month term.

Amend clause 6.1 Contract Value to increase the contract by \$152,562.83 for a total revised estimated value of \$362,685.83 due to the extension of the contract. Also removes and replaces Exhibit F - Order Form and Pricing to reflect the pricing for the additional years.

Contract Number: 455595 Amendment Number: 2 Solicitation Number: N/A

Type of Contract: Multi-Year Contract **Requires Council Legislation:** Yes

High Risk Contract (Per Finance Department Contract Risk Management Policy): Yes

Sexual Harassment Training Required (per BL2018-1281): Yes

Contract Start Date: 10/07/2020 Contract Expiration Date: 10/06/2025 Contract Term: 60 Months

Previous Estimated Contract Life Value: \$210,123.00

Amendment Value: \$152,562.83

Fund: 10101*

New Estimated Contract Life Value: \$362,685.83

BU: 37121200*

(* Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: Sole Source

Procurement Staff: Terri Ray BAO Staff: Christopher Wood

Procuring Department: Social Services

Department(s) Served: Social Services

Prime Contractor Information

Prime Contracting Firm: WellSky Corporation Phone #: 318-524-7611 ISN#: 26052

Address: 11300 Switzer Road City: Overland Park State: KS Zip: 66210

Prime Contractor is a Select from the Following: SBE ☐ SDV ☐ MBE ☐ WBE ☐ (check if applicable)

Prime Company Contact: Marsha Blankenship Email Address: marsha.blankenship@wellsky.com

Prime Contractor Signatory: Steve GreenBerg Email Address: LegalContracts@wellsky.com

Disadvantaged Business Participation for Entire Contract

Small Business and Service-Disabled Veteran Business Program:

N/A

Amount: N/A

Percent, if applicable: N/A

Equal Business Opportunity Program:

Program Not Applicable

Amount: N/A

Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise:

No

Amount: N/A

Percent, if applicable: N/A

* Amounts and/or percentages are not exclusive

B2GNow (Contract Compliance Monitoring): No



**AMENDMENT NUMBER 2 TO CONTRACT NUMBER 455595
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND WELLSKY CORPORATION**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and WELLSKY CORPORATION located in Overland Park, KS.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated October 07, 2020, Metro Contract numbered 455595, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amend Paragraph 2 of the Contract to reflect extension for the fully sixty-month term. The clause shall read as follows:
"The term of this Agreement will begin on the date this Agreement is approved by all required parties and filed in the Customer's clerk's office as required by law ("Term Start Date"). The term of the Agreement will end sixty (60) months from the Term Start Date. In no event shall this Agreement exceed sixty (60) months from the Term Start Date. Notwithstanding anything to the contrary and for the avoidance of doubt, the Parties agree that the terms and conditions of this Agreement govern any act or omission by the Parties relating to this Agreement, including the provision and use of Licensed Software and Services and from June 1, 2019, until the expiration or termination of this Agreement."
2. Amend clause 6.1 Contract Value to increase the contract by \$152,562.83 for a total of \$362,685.83. The revised clause shall read as follows:
"This Agreement has an estimated value of \$362,685.83. The pricing details are included in the applicable Order Form and are made a part of this Agreement by reference."
3. Amends the number of licenses; therefore, removes and replaces Exhibit F – Order Form and Pricing.

This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

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Contract Number 455595
Amendment Number 2

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

Renee Pratt RS
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:

Michelle A. Hernandez Lane MLL
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery TJE KB
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Macy Almos BL
Metropolitan Attorney Insurance

Metropolitan Mayor COO

ATTESTED:

Metropolitan Clerk Date

CONTRACTOR

wellsky Corporation
Company Name
Stephen Greenberg
Signature of Company's Contracting Officer
Stephen Greenberg
Officer's Name
SVP
Officer's Title

WELLSKY CORPORATION ORDER FORM

This Order Form ("**Order**") is dated as of _____ ("**Effective Date**") between **Metropolitan Government of Nashville and Davidson County by and through the Department of Social Services ("Client")**, with offices at 800 2nd Avenue North, Suite 100, Nashville, TN 37201, and **WellSky Corporation**, with offices at 11300 Switzer Road, Overland Park, KS 66210 ("**WellSky**") for the products and services set forth herein. This Order is subject to and hereby incorporates the terms and conditions of the Master License and Services Agreement entered into between the parties, dated October 7, 2020 ("**Agreement**"), except to the extent explicitly identified in this Order.

This Order consists of the following Attachments:

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

Any questions or changes to this Order, please contact Marsha Blankenship at marsha.blankenship@wellsky.com.

Ordering Procedure:

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

Marsha.Blankenship@wellsky.com
and/or LegalContracts@wellsky.com
Fax: (913) 871-9571 or 9138719571@fax2mail.com

| | | |
|---|--|--------------------------------------|
| METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND THROUGH THE DEPARTMENT OF SOCIAL SERVICES: | | WELLSKY CORPORATION: |
| Signature: | | Signature: |
| Name: | | Name: Stephen Greenberg |
| Title: | | Title: SVP Human and Social Services |
| Date: | | Date: |

**ORDER FORM
ATTACHMENT 1
TERM AND PAYMENT TERMS**

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

1. Term:

Cloud Services Term: The Cloud Services and recurring Professional Services are provided for a 17 Month term, beginning on June 1, 2022 (the "**Renewal Term**") and will continue through October 6, 2023. CLOUD SERVICES AND RECURRING PROFESSIONAL SERVICES AUTOMATICALLY RENEW FOR SUCCESSION ONE-YEAR TERMS (EACH A "RENEWAL TERM" AND COLLECTIVELY WITH THE INITIAL TERM (THE "TERM") UNLESS TERMINATED BY EITHER PARTY UPON WRITTEN NOTICE TO THE OTHER 30 DAYS PRIOR TO THE END OF THE THEN CURRENT TERM. In the event Cloud Services and Professional Services Recurring are allowed to lapse (other than for breach by WellSky) and is later reinstated, Client shall be required to pay charges for all months that Cloud Services and Professional Services Recurring lapsed, including appropriate late charges

Professional Services: N/A

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

- a. Professional Services One-Time Fee: Client agrees to pay 100% of the fixed/fee / fixed scope professional services fees on the Effective Date.
- b. Cloud Services and Professional Services Recurring Fees: Client shall pay the annual recurring Cloud Services fees beginning on June 1, 2022, and 100% of the annual Cloud Services and Professional Services Recurring fees on October 7, annually thereafter.
- c. Increases: All annual fees may be increased by WellSky once annually commencing one (1) year following the Effective Date of the Order at a rate not to exceed 5%.

Please provide your accounts payable or billing contact information.

| |
|----------------|
| Name: |
| Title: |
| E-mail: |
| Phone: |

**ORDER FORM
ATTACHMENT 2
PRICING**

| Renewal Term: June 1, 2019 - May 31, 2020 – Year One | | | |
|--|-------------|--|-------------|
| Community Services License Count Summary | | | |
| Item | | | Quantity |
| Community Services - User License * | | | 217 |
| Community Services - Reporting User - Premium * | | | 6 |
| Community Services - Reporting User - Basic* | | | 17 |
| Cloud Services Fees Billed on a Per License Basis | | | |
| Qty. | Per License | Item | Annual |
| 217 | \$217.00 | Community Services - Per User Fee - Tier II - Support & Hosting ONLY | \$47,089.00 |
| 6 | \$181.00 | Community Services - Report User - Premium w/Bandwidth | \$1,086.00 |
| 17 | \$98.00 | Community Services - Report User - Basic w/Bandwidth | \$1,666.00 |
| Sub-Total Cloud Services Fees Billed Annually on a Per License Basis | | | \$49,841.00 |
| Cloud Services Flat Fees | | | |
| Qty. | Per Unit | Item | Annual |
| 1 | \$450.00 | Community Services - AIRS Taxonomy - Non-profit | \$450.00 |
| 1 | \$420.00 | Community Services SSL Certificate | \$420.00 |
| 1 | \$3,150.00 | Community Services - Training Site | \$3,150.00 |
| Sub-Total Cloud Services Flat Fees Billed Annually | | | \$4,020.00 |
| TOTAL CLOUD SERVICES RECURRING FEES (Including pro-rated fee for add on) | | | \$53,861.00 |

**ORDER FORM
ATTACHMENT 2
PRICING**

| Renewal Term: June 1, 2020 - May 31, 2021 – REVISED (Year Two) | | | |
|--|----------|--|--|
| Community Services License Count Summary | | | |
| Item | Quantity | | |
| Community Services - User License * | 217 | | |
| Community Services - User License - Add On* | 20 | | |
| Community Services - Reporting User - Premium * | 6 | | |
| Community Services - Reporting User - Basic* | 17 | | |

| FLAT ONE-TIME PROFESSIONAL SERVICES FEE | | | |
|--|----------|---|----------|
| Qty. | Per Unit | Item | One-Time |
| 1 | \$825.00 | Professional Services - Data Services - Flat Fee - Restore Sub-Assessment Questions (Invoice PJ15-0612) | \$825.00 |
| TOTAL ONE-TIME PROFESSIONAL SERVICES FEE | | | \$825.00 |

| FLAT ONE-TIME PER LICENSE FEES | | | |
|---|----------|---|------------|
| Qty. | Per Unit | Item | One-Time |
| 20 | \$205.00 | Community Services - User License - One-Time Fee (Invoice CTR15-4880) | \$4,100.00 |
| TOTAL ONE-TIME CLOUD SERVICES PER LICENSE FEE | | | \$4,100.00 |

| CLOUD SERVICES RECURRING PER LICENSE FEES | | | |
|---|--------------------|--|------------|
| Cloud Services Fees Billed on a Per License Basis (NOV 2020 Add ON - pro-rated to 6 mos.) | | | |
| Qty. | Per Unit Pro-rated | Item | 6 mos. |
| 20 | \$108.50 | Community Services - Per User Fee - Tier II - Support & Hosting ONLY (\$217/lic/yr pro-rated to 6 mos.) (Invoice CTR15-4880) | \$2,170.00 |
| Sub-Total Add On Cloud Services Fees Billed for 6 mos. on a Per License Basis | | | \$2,170.00 |

| Cloud Services Fees Billed on a Per License Basis | | | |
|--|-------------|--|-------------|
| Qty. | Per License | Item | Annual |
| 217 | \$217.00 | Community Services - Per User Fee - Tier II - Support & Hosting ONLY | \$47,089.00 |
| 6 | \$181.00 | Community Services - Report User - Premium w/Bandwidth | \$1,086.00 |
| 17 | \$98.00 | Community Services - Report User - Basic w/Bandwidth | \$1,666.00 |
| Sub-Total Cloud Services Fees Billed Annually on a Per License Basis | | | \$49,841.00 |

| Cloud Services Flat Fees | | | |
|--|------------|---|------------|
| Qty. | Per Unit | Item | Annual |
| 1 | \$450.00 | Community Services - AIRS Taxonomy - Non-profit | \$450.00 |
| 1 | \$420.00 | Community Services SSL Certificate | \$420.00 |
| 1 | \$3,150.00 | Community Services - Training Site | \$3,150.00 |
| Sub-Total Cloud Services Flat Fees Billed Annually | | | \$4,020.00 |

| | | | |
|--|--|--|-------------|
| TOTAL CLOUD SERVICES RECURRING FEES (Including pro-rated fee for add on) | | | \$56,031.00 |
|--|--|--|-------------|

**ORDER FORM
ATTACHMENT 2
PRICING**

| | |
|---|--------------------|
| TOTAL FEES 6/1/2020 - 5/31/2021 Term: (Includes One-Time Professional Services, One-Time Cloud Services, and Annual Cloud Services Fees) | \$60,956.00 |
| TOTAL PAID: | \$49,841.00 |
| TOTAL DUE for JUNE 1, 2020 - MAY 31, 2021 TERM: | \$11,115.00 |

ORDER FORM ATTACHMENT 2 PRICING

NOTE: Contract pricing is based on current number of license (3/30/2021). Contracted amounts listed will be affected by any purchase of additional license (see * below).

Renewal Term: June 1, 2021 - May 31, 2022 – REVISED (Year 3)

Community Services License Count Summary

| Item | Quantity |
|---|----------|
| Community Services - User License * | 237 |
| Community Services - Reporting User - Premium * | 6 |
| Community Services - Reporting User - Basic* | 17 |

Cloud Services Fees Billed on a Per License Basis

| Qty. | Per License | Item | Annual |
|---|-------------|--|--------------------|
| 237 | \$217.00 | Community Services - Per User Fee - Tier II - Support & Hosting ONLY | \$51,429.00 |
| 6 | \$181.00 | Community Services - Report User - Premium w/Bandwidth | \$1,086.00 |
| 17 | \$98.00 | Community Services - Report User - Basic w/Bandwidth | \$1,666.00 |
| Sub-Total Cloud Services Fees Billed Annually on a Per License Basis | | | \$54,181.00 |

Cloud Services Flat Fees

| Qty. | Per Unit | Item | Annual |
|---|------------|---|-------------------|
| 1 | \$450.00 | Community Services - AIRS Taxonomy - Non-profit | \$450.00 |
| 1 | \$420.00 | Community Services SSL Certificate | \$420.00 |
| 1 | \$3,150.00 | Community Services - Training Site | \$3,150.00 |
| Sub-Total Cloud Services Flat Fees Billed Annually | | | \$4,020.00 |

Total Cloud Services Annual Fees \$58,201.00

* Unlimited additional user licenses may be added to the system. For additional licenses, the following fees apply.

Add On Fees

One-time Per License Fees:

* Community Services - User License - One-Time Fee: \$205/license

Annual Recurring Cloud Services Per License Fees:

* Community Services Per User Fee - Tier II - Support & Hosting ONLY: \$217 /license/year (\$18.08/lic/mo.)

* Community Services - Report User - Premium w/Bandwidth: \$181/license/year (\$15.08/lic/mo.)

* Community Services - Report User - Basic w/Bandwidth: \$98/license/year (\$8.17/lic/mo.)

Community Services - Code Set User ICD/CPT Fee: \$27/license/year **(Optional - If applicable)**

**ORDER FORM
ATTACHMENT 2
PRICING**

| | | | |
|---|--|--|--|
| OPTIONAL PURCHASES - June 1, 2021 - May 31 - 2022 Renewal Term – (May be purchased at any time during contract year through the LIVE site) | | | |
|---|--|--|--|

| FLAT ONE-TIME PER LICENSE FEES | | | |
|---------------------------------------|-----------------|--|-------------------|
| Qty. | Per Unit | Item | One-Time |
| 25 | \$205.00 | Community Services - User License - One-Time Fee | \$5,125.00 |
| Total One-Time Fees | | | \$5,125.00 |

| CLOUD SERVICES RECURRING PER LICENSE FEES | | | |
|--|-------------------|--|-------------------|
| Cloud Services Fees Billed on a Per License Basis (Add ON - To be pro-rated for remaining months of contract) | | | |
| Qty. | Unit Price | Item | Annual |
| 25 | \$217.00 | Community Services - Per User Fee - Tier II - Support & Hosting ONLY | \$5,425.00 |
| Sub-Total Add On Cloud Services Fees Billed for 6 mos. on a Per License Basis | | | \$5,425.00 |

| | | | |
|--|--|--|--------------------|
| Year One Total includes One-Time Fees and Pro-rated Annual Fees (*Pro-rated fees are not reflected in this total) | | | \$10,550.00 |
|--|--|--|--------------------|

(*) IMPORTANT NOTE: Pro-rated fees are based on the Effective Date of the Order Form and are not reflected in this total. Please do not pay or issue a Purchase Order against this total. A separate Invoice will be issued reflecting the correct amount.

| | | | |
|---|--|--|--|
| OPTIONAL PROFESSIONAL SERVICES FEES - June 1, 2021 - May 31 - 2022 Renewal Term (To be purchased at any time with a signed Order Form) | | | |
|---|--|--|--|

| Professional Services - Consulting - Remote - Determine scope of custom project(s) and execute scope based on estimated level of effort | | | | |
|--|-----------------|--|-------------------|-------------------|
| Qty. | Per Unit | Item | One-Time | Annual Fee |
| 50 | \$137.50 | Professional Services - Consulting / Data Services - Remote - (as determined by Statement of Work) | \$6,875.00 | \$- |
| Total Professional Services One-Time (Forecast Only) | | | \$6,875.00 | \$0.00 |

| Professional Services – Data Services / Recurring Services - Data Exchange between UW of Met Nashville and Met Government of Nashville - Determine scope of import/export process and fulfill scope based on design. Standard imports start at \$6,600 in one-time fees and custom imports start at \$9,900 but will range upwards depending on scope of data to be imported, logic for importing and frequency of imports. | | | | |
|--|-----------------|--|-------------------|-------------------|
| Qty. | Per Unit | Item | One-Time | Annual Fee |
| 1 | \$6,600.00 | Professional Services - Data Services – Flat Fee - (as determined by Statement of Work) | \$6,600.00 | \$- |
| 1 | \$5,280.00 | Professional Services - Consul., Mgmt., & Maint. – includes up to 52 Imports/year (as determined by Statement of Work) | \$- | \$7,920.00 |
| Total Professional Services One-Time (Forecast Only) | | | \$6,600.00 | \$7,920.00 |

**ORDER FORM
ATTACHMENT 2
PRICING**

| Professional Services – Data Services - Provider Restructure - 02023639 - To restructure the provider tree. | | | | |
|--|-----------------|---|-------------------|-------------------|
| Qty. | Per Unit | Item | One-Time | Annual Fee |
| 1 | \$1,980.00 | Professional Services - Data Services – Flat Fee - (as determined by Statement of Work) | \$1,980.00 | \$- |
| Total Professional Services One-Time (Forecast Only) | | | \$1,980.00 | \$0.00 |

| Boot Camp - 4 Attendees - Note that pricing below is standard registration. Early Bird pricing is available through 5/1/21 at \$695 per attendee. This should be ordered through the URL mentioned below. | | | | |
|--|-----------------|---|-------------------|-------------------|
| Qty. | Per Unit | Item | One-Time | Annual Fee |
| 4 | \$795.00 | Boot Camp Registration - 4 attendees - To be paid through Swoogo registration (https://wellsky.swoogo.com/wscs2021bc/begin) | \$3,180.00 | \$- |
| Total Professional Services One-Time (Forecast Only) | | | \$3,180.00 | \$0.00 |

| | |
|---|--------------------|
| FORECAST ONLY - Total Cloud Services and Professional Services Annual Fees | \$68,906.00 |
|---|--------------------|

**ORDER FORM
ATTACHMENT 2
PRICING**

GP# TNB16446

This is notification of your system's annual renewal amount. If applicable, please provide a purchase order number or request for contract modification NLT 30 days prior to the renewal date. Renewal is based on current number of licenses or services purchased through 2/28/2022. Contracted amounts will be affected by any purchases of additional licenses or services.

| Renewal Term: June 1, 2022 - October 6, 2023 – REVISED (Year 4 - 17 mos.) | | | |
|--|---|--------------------------------|---------------------|
| Annual Cloud Services and Professional Services Fees | | | |
| Qty | Description | Unit Price - 17 mos | 17 mos. |
| 262 | Community Services - Per User Fee - Tier II - Annual - Support/Maint./Hosting ONLY | \$307.42 | \$80,543.17 |
| 6 | Community Services - Report User - Premium w/Bandwidth | \$256.42 | \$1,538.50 |
| 17 | Community Services - Report User - Basic w/Bandwidth | \$138.83 | \$2,360.17 |
| 1 | Community Services - 211 LA County's Taxonomy of Human Services - Non-Profit | \$637.50 | \$637.50 |
| 1 | Community Services - SSL Certificate | \$595.00 | \$595.00 |
| 1 | Community Services - Training Site | \$4,462.50 | \$4,462.50 |
| 1 | Professional Services - Consul, Mgmt. & Maint - Annual Fee - Includes Up to 52 Imports/year | \$11,220.00 | \$11,220.00 |
| Total Annual Recurring Fees: | | | \$101,356.83 |

| One-Time Professional Services Fees | | | |
|--|--|-------------------|----------------------|
| Qty | Description | Unit Price | One-Time Fees |
| 3 | Professional Services - Training - Onsite - Three (3) Days | \$2,020.00 | \$6,060.00 |
| Total One-Time Fee: | | | \$0.00 |
| | | | \$6,060.00 |

**ORDER FORM
ATTACHMENT 2
PRICING**

Optional items Contingent on request by Client - May be ordered at any time with signed Order Form.

Add On License Fees:

One-time Fees:

* Community Services - User License: \$205/license

Annual Recurring Cloud Service Fees:

*Community Services - Per User Fee - Tier II: \$217/license/year (\$18.08/lic/mo.)

*Community Services - Report User - Premium w/Bandwidth: \$181/license/year (\$15.08/lic/mo.)

*Community Services - Report User - Basic w/Bandwidth: \$98/license/year (\$8.17/lic/mo.)

Professional Services Fees

One-time Fees:

Professional Services Onsite Consulting: \$2,020/day (minimum 2-days with 30-day notice.)

Professional Services Onsite Training Fee: \$2,020/day (minimum 2-days with 30-day notice.)

Professional Services - Remote Consulting Time and Material Rate: \$137.50/hour

Professional Services Remote Training Hours (Webinar Training): \$220/hour

Professional Services - Data Services Hourly Fee: \$137.50/hour

Professional Services - Data Services Hourly Fee: Expedited Fee: \$165/hour

Annual Fees:

Professional Services – Consul., Mgmt., & Maint. – Annual Fee: \$165/hr./year

**ORDER FORM
ATTACHMENT 2
PRICING**

| Renewal Term: October 7, 2023 - October 6, 2024 – REVISED (Year 5 Forecast – 12 mos.) | | | |
|--|--|-------------------|---------------------|
| Annual Cloud Services and Professional Services Fees | | | |
| Qty | Description | Unit Price | Annual Price |
| 262 | Community Services - Per User Fee - Tier II - Annual - Support/Maint./Hosting ONLY | \$217.00 | \$56,854.00 |
| 6 | Community Services - Report User - Premium w/Bandwidth | \$181.00 | \$1,086.00 |
| 17 | Community Services - Report User - Basic w/Bandwidth | \$98.00 | \$1,666.00 |
| 1 | Community Services - 211 LA County's Taxonomy of Human Services - Non-Profit | \$450.00 | \$450.00 |
| 1 | Community Services - SSL Certificate | \$420.00 | \$420.00 |
| 1 | Community Services - Training Site | \$3,150.00 | \$3,150.00 |
| 1 | Professional Services - Consul, Mgmt & Maint - Annual Fee - Includes Up to 52 Imports/year | \$7,920.00 | \$7,920.00 |
| Total Annual Recurring Fees: | | | \$71,546.00 |

**ORDER FORM
ATTACHMENT 3
ADDITIONAL TERMS**

Additional Fees incurred during the contract term of June 1, 2021 - May 31, 2022, term are reflected in the revised price table on page 9.

Revised Price grid for term of June 1, 2022 –October 16, 2023, to 17 mos. is reflected on page 9.

Optional purchases are for budgeting purposes begin on page 10. These fees are optional and contingent on request by Client. A signed Order form will be required to purchase the optional.

A forecasted price grid for October 7, 2023 – October 6, 2024 (12 mos.), has been updated on page 11.

**ORDER FORM
ATTACHMENT 4
PROFESSIONAL SERVICES**

Services: Year 4 extension includes continuation of Professional Services – Consul., Mgmt. & Maint. - Annual Fee - Includes Up to 52 Imports/year

In addition:

Services: RFS--4148

Client has requested that WellSky Corporation ("WellSky") perform the following services ("Services") as set forth in this Order Form.

Purpose

To conduct onsite System Administrator training over the course of three (3) business days.

Services

- Remote Kick Off Call to schedule trainings and review agenda
- Three (3) days of onsite training on System Administration
- Up to six (6) attendees are allowed in each training session. Additional attendees will require a scope change to account for additional instructors.

Assumptions and Limitations

1. Webinars will take place via WellSky Zoom meeting or similar software provided by Client, at the Client's request.
2. If Onsite training is scoped, but health and safety precautions prevent WellSky Professional Services from training onsite, the engagement may be converted to Remote at the Client's request.
 - a. Each Onsite day is now equivalent to up to six (6) hours of Remote sessions.
 - b. An additional four (4) hours of Remote training will be provided for each full day of Onsite training that was scoped. Client may choose if training is specific to System Administration or other Community Services modules. Client need not designate all hours to one specific module of training, but may spread hours across a variety of topics, as needed.
 - c. Scheduling of Remote sessions will be coordinated directly between the WellSky Professional Services and the Client, based on mutual availability.
 - d. Webinars will take place via WellSky Zoom meeting or similar software provided by Client, at the Client's request.
 - e. Like an Onsite visit, sessions for a Remote "visit" must be scheduled in proximity. The final session of a Remote visit can be scheduled no later than 10 business days after the initial session of a Remote visit. This ensures maximum Client engagement and knowledge retention while preventing delays to overall project timelines.
 - f. This training engagement will be considered complete when the first of two criteria are met:
 - i. All purchased sessions have taken place.
 - ii. 10 business days have passed since the initial Remote session.
3. Additional training may be purchased separately via a new Order Form.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2023

6/2/2022

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).

| PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com | CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL: ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: The Phoenix Insurance Company</td> <td style="text-align: center;">25623</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER C: Farmington Casualty Company</td> <td style="text-align: center;">41483</td> </tr> <tr> <td>INSURER D: Indian Harbor Insurance Company</td> <td style="text-align: center;">36940</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: The Phoenix Insurance Company | 25623 | INSURER B: Travelers Property Casualty Co of America | 25674 | INSURER C: Farmington Casualty Company | 41483 | INSURER D: Indian Harbor Insurance Company | 36940 | INSURER E: | | INSURER F: | |
|--|--|-------------------------------|--------|--|-------|--|-------|--|-------|--|-------|------------|--|------------|--|
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: The Phoenix Insurance Company | 25623 | | | | | | | | | | | | | | |
| INSURER B: Travelers Property Casualty Co of America | 25674 | | | | | | | | | | | | | | |
| INSURER C: Farmington Casualty Company | 41483 | | | | | | | | | | | | | | |
| INSURER D: Indian Harbor Insurance Company | 36940 | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |
| INSURED 1506776 WELLISKY CORPORATION 11300 SWITZER ROAD OVERLAND PARK KS 66210 | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:** 18589397**REVISION NUMBER:** XXXXXXXX

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | | | | | | | | | | | |
|-------------|---|--|----------|--------------------------------|-------------------------|-------------------------|--|-------------|--------|--|--|--|---------------------------------|--|--|---|--|--|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | Y | N | 6303T607664 | 6/1/2022 | 6/1/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded \$ | | | | | | | | | | | | |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> | Y | N | BA3T613542 | 6/1/2022 | 6/1/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX | | | | | | | | | | | | |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | NOT APPLICABLE | | | EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX | | | | | | | | | | | | |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N | N/A | UB3T615953 | 6/1/2022 | 6/1/2023 | <table style="width: 100%;"> <tr> <td style="width: 5%;">PER STATUTE</td> <td style="width: 5%;">OTH-ER</td> <td></td> </tr> <tr> <td colspan="2"></td> <td>E.L. EACH ACCIDENT \$ 1,000,000</td> </tr> <tr> <td colspan="2"></td> <td>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000</td> </tr> <tr> <td colspan="2"></td> <td>E.L. DISEASE - POLICY LIMIT \$ 1,000,000</td> </tr> </table> | PER STATUTE | OTH-ER | | | | E.L. EACH ACCIDENT \$ 1,000,000 | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| PER STATUTE | OTH-ER | | | | | | | | | | | | | | | | | | |
| | | E.L. EACH ACCIDENT \$ 1,000,000 | | | | | | | | | | | | | | | | | |
| | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 | | | | | | | | | | | | | | | | | |
| | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 | | | | | | | | | | | | | | | | | |
| B D | PRODUCTS LIABILITY ERRORS & OMISSIONS | N | N | ZPP-41M78739 MTP 9035145 05 | 6/1/2022 6/1/2022 | 6/1/2023 6/1/2023 | \$1M PER OCC/AGG \$1M PER CLAIM/AGG | | | | | | | | | | | | |

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

RE: CONTRACT 455595. METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY IS INCLUDED AS ADDITIONAL INSURED IN ACCORDANCE WITH THE POLICY PROVISIONS OF THE PRODUCTS, GENERAL LIABILITY, AUTOMOBILE LIABILITY, E&O AND CYBER LIABILITY POLICIES WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| 18589397 METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ATTN: DEPARTMENT OF FINANCE, PROCUREMENT DIVISION 730 2ND AVENUE SOUTH, SUITE 101 NASHVILLE TN 37219-6300 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|---|

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
CONTRACT AMENDMENT JUSTIFICATION FORM



CA #: A2022114

Date Received: Feb. 16, 2022

Send an email to PRG@nashville.gov and attach completed amendment form and supporting documentation.

Contract Title: Homeless Management Informatino System Contract Number: 455595 Amendment Number: 455595

Requesting Department: Metro Social Services
Rachel Cook 615-862-6929

Requesting Departmental Contact (Name & Number):

Contractor's Business Name: WellSky Corporation
Greenberg

Name of Contract Signatory: Steven

Contract Signatory Email Address: Legalcontracts@wellsky.com marsha.blankenship@wellsky.com

Address: 11300 Switzer Road City: Overland Park ST: KS Zip: 66210

Revision Accomplishes: Check all that apply

| | | |
|--|---|--|
| XTerm Extension | New End Date: <u>Oct. 2023</u> and month by month thereafter until end of negotiations or full data migration. | Include revised schedule if necessary <u>Approval of change</u> MLL 7/14/2022 12:35 PM CDT |
| <u>X</u> Contract Value Increase | Original Contract Amount <u>\$158,700.00</u> Previously Executed Amendment(s) Amount <u>\$51,423.00</u> Current Amendment Amount <u>\$152,562.83</u> Amendment % Increase <u>96%</u> Proposed Revised Contract Amount <u>\$362,685.83</u> | Include revised fee schedules, budget, and total contract value as appropriate <u>Approval of change</u> |
| Continue current level of service delivery for another year while hauling the 2022 RFP process. Once negotiations begin next year continue service delivery until the end of negotiations or full data migration. Participate in implementation of new services or new vendor extension. Participate in weekly meetings with Nashville Leadership for additional services or integration into new system. Prepare HMIS staff for changes, revision and additional or unforeseen community data needs during this process. Scope of Work Revision | | Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary |

| | |
|--|---|
| <p>Extending the current application for 1 year and 4 months with month to month thereafter until the end of negotiations or full data migration with a 30 Day end of contract notice. Full participation in the implementation of new products from current vendor or new vendor as it relates to the need for clean and clear data. Terms and Conditions Modification</p> | <p>Include applicable exhibits as appropriate along with appropriate redlines</p> <p><u>Approval of change</u></p> <p><i>MLL</i> 7/14/2022 12:35 PM CDT</p> |
| <p>____ Other (Describe)</p> | <p>Include applicable documentation</p> |

ACCOUNTING INFORMATION:

BU Number: 37121200 Fund #: 10101 Any Other Accounting Info: _____

Procurement will route in DocuSign for signatures below

Department Requester April Calvin _____

Renee Pratt _____

Requesting Department Director's Signature of Approval

2/19/2022 | 7:17 AM CST

Date

A2022114

Rec. Feb. 16, 2022

A2022114

CA #: _____

Feb. 16, 2022

Date Received: _____

To be completed by the Procurement Division

☒ **Contract Amendment is Approved** (Additional Comments: _____ not to exceed term maximum term
allowed by original contact

_____)

Contract Amendment is Denied for _____

PURCHASING AGENT: _____ *Michelle D. Hernandez Lane* Date: _____

3/3/2022 | 5:53 PM CS



Certificate Of Completion

| | | |
|---|---------------|---|
| Envelope Id: 21DB38788D464BA4BBB7DCB965786BDF | | Status: Completed |
| Subject: Contract Amendment Request Form for Social Services - A2022114 WellSky Corporation | | |
| Source Envelope: | | |
| Document Pages: 3 | Signatures: 3 | Envelope Originator: Procurement Resource Group 730 2nd Ave. South 1st Floor Nashville, TN 37219 prg@nashville.gov IP Address: 170.190.198.185 |
| Certificate Pages: 15 | Initials: 0 | |
| AutoNav: Enabled | | |
| EnvelopeId Stamping: Enabled | | |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | | |

Record Tracking

| | | |
|--|--|--------------------|
| Status: Original 2/16/2022 6:28:53 PM | Holder: Procurement Resource Group prg@nashville.gov | Location: DocuSign |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: Metropolitan Government of Nashville and Davidson County | Location: DocuSign |

| Signer Events | Signature | Timestamp |
|--|--|--|
| Judy Cantlon Judy.Cantlon@nashville.gov Security Level: Email, Account Authentication (None) | Completed Using IP Address: 170.190.198.185 | Sent: 2/16/2022 6:38:04 PM Viewed: 2/16/2022 6:41:17 PM Signed: 2/16/2022 6:41:55 PM |

Electronic Record and Signature Disclosure:
Accepted: 2/16/2022 6:41:17 PM
ID: 00415fcc-ef0a-471a-8d68-6306b85d890e

| | | |
|--|---|--|
| April Calvin april.calvin@nashville.gov Security Level: Email, Account Authentication (None) | <i>April Calvin</i> Signature Adoption: Pre-selected Style Using IP Address: 134.215.24.92 Signed using mobile | Sent: 2/16/2022 6:41:58 PM Viewed: 2/17/2022 12:49:03 AM Signed: 2/17/2022 12:51:19 AM |
|--|---|--|

Electronic Record and Signature Disclosure:
Accepted: 2/17/2022 12:49:03 AM
ID: 7c418bef-0ad3-4092-982d-9e3ea8dc8723

| | | |
|--|---|---|
| Renee Pratt renee.pratt@nashville.gov Security Level: Email, Account Authentication (None) | <i>Renee Pratt</i> Signature Adoption: Pre-selected Style Using IP Address: 98.46.112.18 Signed using mobile | Sent: 2/17/2022 12:51:22 AM Viewed: 2/19/2022 7:17:06 AM Signed: 2/19/2022 7:17:37 AM |
|--|---|---|

Electronic Record and Signature Disclosure:
Accepted: 2/19/2022 7:17:06 AM
ID: cafad641-04d5-49f2-b384-cf750a0fa41d

| | | |
|---|--|---|
| Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None) | <i>Michelle A. Hernandez Lane</i> Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185 | Sent: 2/19/2022 7:17:40 AM Viewed: 2/22/2022 1:16:23 PM Signed: 3/3/2022 5:53:35 PM |
|---|--|---|

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

| In Person Signer Events | Signature | Timestamp |
|---|------------------|---------------------------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Amber Gardner amber.gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/29/2021 9:46:41 AM ID: b64cc054-f106-4570-a33d-2a6a0d637898 | COPIED | Sent: 3/3/2022 5:53:38 PM |
| PRG prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 3/3/2022 5:53:39 PM |
| Terri L. Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 3/3/2022 5:53:40 PM |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 2/16/2022 6:38:04 PM |
| Certified Delivered | Security Checked | 2/22/2022 1:16:23 PM |
| Signing Complete | Security Checked | 3/3/2022 5:53:35 PM |
| Completed | Security Checked | 3/3/2022 5:53:40 PM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |



Certificate Of Completion

Envelope Id: 751E996015DE48A8BBCA7E747B6562F1

Status: Completed

Subject: Updated Amendment Request Form - WellSky (A2022114)

Source Envelope:

Document Pages: 18

Signatures: 0

Envelope Originator:

Certificate Pages: 15

Initials: 2

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Nashville, TN 37219

Envelopeld Stamping: Enabled

prg@nashville.gov

Time Zone: (UTC-06:00) Central Time (US & Canada)

IP Address: 170.190.198.185

Record Tracking

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

6/8/2022 10:48:38 AM

prg@nashville.gov


Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and Davidson County

Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|--|---|
| Michelle A Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None) |  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185 | Sent: 6/8/2022 10:51:13 AM Resent: 7/14/2022 12:28:40 PM Viewed: 7/14/2022 12:35:10 PM Signed: 7/14/2022 12:35:33 PM |

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

| In Person Signer Events | Signature | Timestamp |
|-------------------------|-----------|-----------|
|-------------------------|-----------|-----------|

| Editor Delivery Events | Status | Timestamp |
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| Agent Delivery Events | Status | Timestamp |
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| Intermediary Delivery Events | Status | Timestamp |
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| Certified Delivery Events | Status | Timestamp |
|---------------------------|--------|-----------|
|---------------------------|--------|-----------|

| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

Judy Cantlon

Judy.Cantlon@nashville.gov

Security Level: Email, Account Authentication (None)



Sent: 7/14/2022 12:35:34 PM

Electronic Record and Signature Disclosure:
Accepted: 7/14/2022 7:24:14 AM
ID: 9596fea3-6366-4108-a686-c23d1015f913

Amber Gardner

Amber.Gardner@nashville.gov

Security Level: Email, Account Authentication (None)



Sent: 7/14/2022 12:35:34 PM

Electronic Record and Signature Disclosure:
Accepted: 6/30/2022 10:56:54 AM
ID: 4832c0bb-7b23-457a-b307-2422c7cb3075

| Carbon Copy Events | Status | Timestamp |
|---|--------|---|
| Terri L. Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 7/14/2022 12:35:35 PM Viewed: 7/14/2022 1:09:51 PM |

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|------------------|-----------------------|
| Envelope Sent | Hashed/Encrypted | 6/8/2022 10:51:13 AM |
| Certified Delivered | Security Checked | 7/14/2022 12:35:10 PM |
| Signing Complete | Security Checked | 7/14/2022 12:35:33 PM |
| Completed | Security Checked | 7/14/2022 12:35:35 PM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

| Electronic Record and Signature Disclosure |
|--|
|--|

Contract Amendment Abstract

Contract Amendment Information

Contract Title: Homeless Management Information System

Amendment Summary: Amend clause 6.1 Contract Value to increase the contract by \$51,423 for a total of \$210,123 due to increasing the number of licenses. Also removes and replaces Exhibit F - Order Form and Pricing.

Contract Number: 455595 Amendment Number: 1 Solicitation Number: N/A

Type of Contract: Multi-Year Contract **Requires Council Legislation:** No

High Risk Contract (Per Finance Department Contract Risk Management Policy): Yes

Sexual Harassment Training Required (per BL2018-1281): Yes

Contract Start Date: 10/07/2020 Contract Expiration Date: 06/07/2023 Contract Term: 36 Months

Previous Estimated Contract Life Value: \$158,700.00

Amendment Value: \$51,423.00

Fund: 10101*

New Estimated Contract Life Value: \$210,123.00

BU: 37121200*

(* Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: Sole Source

Procurement Staff: Terri Ray BAO Staff: Christopher Wood

Procuring Department: Social Services

Department(s) Served: Social Services

Prime Contractor Information

Prime Contracting Firm: WellSky Corporation Phone #: 318-524-7611 ISN#: 26052

Address: 11300 Switzer Road City: Overland Park State: KS Zip: 66210

Prime Contractor is a Uncertified/Unapproved : SBE ☐ SDV ☐ MBE ☐ WBE ☐ (check if applicable)

Prime Company Contact: Marsha Blankenship Email Address: marsha.blankenship@wellsky.com

Prime Contractor Signatory: Steve GreenBerg Email Address: LegalContracts@wellsky.com

Disadvantaged Business Participation for Entire Contract

Small Business and Service-Disabled Veteran Business Program:

N/A

Amount: N/A

Percent, if applicable: N/A

Equal Business Opportunity Program:

Program Not Applicable

Amount: N/A

Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise:

No

Amount: N/A

Percent, if applicable: N/A

* Amounts and/or percentages are not exclusive

B2GNow (Contract Compliance Monitoring): No



**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 455595
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND WELLSKY CORPORATION**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and WELLSKY CORPORATION located in Overland Park, KS.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated October 07, 2020, Metro Contract numbered 455595, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amend clause 6.1 Contract Value to increase the contract by \$51,423 for a total of \$210,123. The revised clause shall read as follows:

"This Agreement has an estimated value of \$210,123.00. The pricing details are included in the applicable Order Form and are made a part of this Agreement by reference."

2. Amends the number of licenses; therefore, removes and replaces Exhibit F – Order Form and Pricing.

This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number 455595

Amendment Number #1

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

Renee Pratt RS
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:

Michelle R Hernandez Lane JLR
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Cumberlege kh
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth BL
Metropolitan Attorney Insurance

John Cooper kw
Metropolitan Mayor COO

ATTESTED:

Elizabeth Waites 8/2/2021 | 3:01 PM CDT
Metropolitan Clerk Date

CONTRACTOR

wellSky
Company Name

Steve Greenberg
Signature of Company's Contracting Officer

Steve Greenberg
Officer's Name

SVP
Officer's Title

**WELLSKY CORPORATION
ORDER FORM**

This Order Form ("**Order**") is dated as of _____ ("**Effective Date**") between **Metropolitan Government of Nashville and Davidson County by and through the Department of Social Services ("Client")**, with offices at 800 2nd Avenue North, Suite 100, Nashville, TN 37201 and **WellSky Corporation**, with offices at 11300 Switzer Road, Overland Park, KS 66210 ("**WellSky**") for the products and services set forth herein. This Order is subject to and hereby incorporates the terms and conditions of the Master License and Services Agreement entered into between the parties, dated 10/7/2020 ("**Agreement**"), except to the extent explicitly identified in this Order.

This Order consists of the following Attachments:

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

Any questions or changes to this Order, please contact Marsha Blankenship at marsha.blankenship@wellsky.com.

Ordering Procedure:

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

Marsha.Blankenship@wellsky.com
and/or LegalContracts@wellsky.com
Fax: (913) 871-9571 or 9138719571@fax2mail.com

| | | |
|---|--|--------------------------------------|
| METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND THROUGH THE DEPARTMENT OF SOCIAL SERVICES: | | WELLSKY CORPORATION: |
| Signature: | | Signature: |
| Name: | | Name: Stephen Greenberg |
| Title: | | Title: SVP Human and Social Services |
| Date: | | Date: |

**ORDER FORM
ATTACHMENT 1
TERM AND PAYMENT TERMS**

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

1. Term:

Cloud Services Term: The Cloud Services are provided for an initial one-year term, beginning on June 1, 2021 (the "**Renewal Term**") and will continue through May 31, 2022. CLOUD SERVICES AUTOMATICALLY RENEW FOR SUCCESSIVE ONE-YEAR TERMS (EACH A "**RENEWAL TERM**" AND COLLECTIVELY WITH THE INITIAL TERM THE "**TERM**"), UNLESS TERMINATED BY EITHER PARTY UPON WRITTEN NOTICE TO THE OTHER 30 DAYS PRIOR TO THE END OF THE THEN CURRENT TERM. In the event Cloud Services are allowed to lapse (other than for breach by WellSky) and is later reinstated, Client shall be required to pay charges for all months that Cloud Services lapsed, including appropriate late charges.

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

- a. Cloud Services Recurring Fees: Client shall pay the annual recurring Cloud Services fees beginning on June 1, 2021 and 100% of the annual Cloud Services fees annually thereafter.
- b. Increases: All annual fees may be increased by WellSky once annually commencing one (1) year following the Effective Date of the Order at a rate not to exceed 5%.

Please provide your accounts payable or billing contact information.

| |
|----------------|
| Name: |
| Title: |
| E-mail: |
| Phone: |

**ORDER FORM
ATTACHMENT 2
PRICING**

GP# TNB16446

| Renewal Term: June 1, 2019 - May 31, 2020 – Year One | | | |
|---|--------------------|--|--------------------|
| Community Services License Count Summary | | | |
| Item | | | Quantity |
| Community Services - User License * | | | 217 |
| Community Services - Reporting User - Premium * | | | 6 |
| Community Services - Reporting User - Basic* | | | 17 |
| Cloud Services Fees Billed on a Per License Basis | | | |
| Qty. | Per License | Item | Annual |
| 217 | \$217.00 | Community Services - Per User Fee - Tier II - Support & Hosting ONLY | \$47,089.00 |
| 6 | \$181.00 | Community Services - Report User - Premium w/Bandwidth | \$1,086.00 |
| 17 | \$98.00 | Community Services - Report User - Basic w/Bandwidth | \$1,666.00 |
| Sub-Total Cloud Services Fees Billed Annually on a Per License Basis | | | \$49,841.00 |
| Cloud Services Flat Fees | | | |
| Qty. | Per Unit | Item | Annual |
| 1 | \$450.00 | Community Services - AIRS Taxonomy - Non-profit | \$450.00 |
| 1 | \$420.00 | Community Services SSL Certificate | \$420.00 |
| 1 | \$3,150.00 | Community Services - Training Site | \$3,150.00 |
| Sub-Total Cloud Services Flat Fees Billed Annually | | | \$4,020.00 |
| TOTAL CLOUD SERVICES RECURRING FEES (Including pro-rated fee for add on) | | | \$53,861.00 |

---See Page 4 for totals---

**ORDER FORM
ATTACHMENT 2
PRICING**

GP# TNB16446

| Renewal Term: June 1, 2020 - May 31, 2021 – REVISED (Year Two) | | | |
|--|---------------------------|--|--------------------|
| Community Services License Count Summary | | | |
| Item | | | Quantity |
| Community Services - User License * | | | 217 |
| Community Services - User License - Add On* | | | 20 |
| Community Services - Reporting User - Premium * | | | 6 |
| Community Services - Reporting User - Basic* | | | 17 |
| FLAT ONE-TIME PROFESSIONAL SERVICES FEE | | | |
| Qty. | Per Unit | Item | One-Time |
| 1 | \$825.00 | Professional Services - Data Services - Flat Fee - Restore Sub-Assessment Questions (Invoice PJ15-0612) | \$825.00 |
| TOTAL ONE-TIME PROFESSIONAL SERVICES FEE | | | \$825.00 |
| FLAT ONE-TIME PER LICENSE FEES | | | |
| Qty. | Per Unit | Item | One-Time |
| 20 | \$205.00 | Community Services - User License - One-Time Fee (Invoice CTR15-4880) | \$4,100.00 |
| TOTAL ONE-TIME CLOUD SERVICES PER LICENSE FEE | | | \$4,100.00 |
| CLOUD SERVICES RECURRING PER LICENSE FEES | | | |
| Cloud Services Fees Billed on a Per License Basis (NOV 2020 Add ON - pro-rated to 6 mos.) | | | |
| Qty. | Per Unit Pro-rated | Item | 6 mos. |
| 20 | \$108.50 | Community Services - Per User Fee - Tier II - Support & Hosting ONLY (\$217/lic/yr pro-rated to 6 mos.) (Invoice CTR15-4880) | \$2,170.00 |
| Sub-Total Add On Cloud Services Fees Billed for 6 mos. on a Per License Basis | | | \$2,170.00 |
| Cloud Services Fees Billed on a Per License Basis | | | |
| Qty. | Per License | Item | Annual |
| 217 | \$217.00 | Community Services - Per User Fee - Tier II - Support & Hosting ONLY | \$47,089.00 |
| 6 | \$181.00 | Community Services - Report User - Premium w/Bandwidth | \$1,086.00 |
| 17 | \$98.00 | Community Services - Report User - Basic w/Bandwidth | \$1,666.00 |
| Sub-Total Cloud Services Fees Billed Annually on a Per License Basis | | | \$49,841.00 |
| Cloud Services Flat Fees | | | |
| Qty. | Per Unit | Item | Annual |
| 1 | \$450.00 | Community Services - AIRS Taxonomy - Non-profit | \$450.00 |
| 1 | \$420.00 | Community Services SSL Certificate | \$420.00 |
| 1 | \$3,150.00 | Community Services - Training Site | \$3,150.00 |
| Sub-Total Cloud Services Flat Fees Billed Annually | | | \$4,020.00 |
| TOTAL CLOUD SERVICES RECURRING FEES (Including pro-rated fee for add on) | | | \$56,031.00 |

**ORDER FORM
ATTACHMENT 2
PRICING**

GP# TNB16446

| | |
|--|--------------------|
| TOTAL FEES 6/1/2020 - 5/31/2021 Term: (Includes One-Time Professional Services, One-Time Cloud Services, and Annual Cloud Services Fees) | \$60,956.00 |
| TOTAL PAID: | \$49,841.00 |
| TOTAL DUE for JUNE 1, 2020 - MAY 31, 2021 TERM: | \$11,115.00 |

* Unlimited additional user licenses may be added to the system. For additional licenses, the following fees apply.

Add On Fees

One-time Per License Fees:

* Community Services - User License - One-Time Fee: \$205/license

Annual Recurring Cloud Services Per License Fees (Add On Fees Pro-rated to months on current contract year):

* Community Services Per User Fee - Tier II - Support & Hosting ONLY: \$217 /license/year

* Community Services - Report User - Premium w/Bandwidth: \$181/license/year

* Community Services - Report User - Basic w/Bandwidth: \$98/license/year

Community Services - Code Set User ICD/CPT Fee: \$27/license/year **(Optional - If applicable)**

PROFESSIONAL SERVICES (NEW FEE SCHEDULE - For Information Only)

Professional Services

Professional Services Onsite Consulting: \$2,020/day (minimum 2-days with 30-day notice.)

Professional Services Onsite Training Fee: \$2,020/day (minimum 2-days with 30-day notice.)

Professional Services Remote Consulting Time and Materials Rate: \$137.50/ hour

Professional Services Remote Training Hours (Webinar Training): \$220/hour

Data Services

Data Services Hourly Fee: \$137.50/hour

Data Services Hourly Fee: Expedited Fee: \$165/hour

**ORDER FORM
ATTACHMENT 2
PRICING**

GP# TNB16446

NOTE: Contract pricing is based on current number of license (3/30/2021). Contracted amounts listed will be affected by any purchase of additional license (see * below).

Renewal Term: June 1, 2021 - May 31, 2022 – REVISED (Year 3)

Community Services License Count Summary

| Item | Quantity |
|---|------------|
| Community Services - User License * | 237 |
| Community Services - Reporting User - Premium * | 6 |
| Community Services - Reporting User - Basic* | 17 |

Cloud Services Fees Billed on a Per License Basis

| Qty. | Per License | Item | Annual |
|---|-------------|--|--------------------|
| 237 | \$217.00 | Community Services - Per User Fee - Tier II - Support & Hosting ONLY | \$51,429.00 |
| 6 | \$181.00 | Community Services - Report User - Premium w/Bandwidth | \$1,086.00 |
| 17 | \$98.00 | Community Services - Report User - Basic w/Bandwidth | \$1,666.00 |
| Sub-Total Cloud Services Fees Billed Annually on a Per License Basis | | | \$54,181.00 |

Cloud Services Flat Fees

| Qty. | Per Unit | Item | Annual |
|---|------------|---|-------------------|
| 1 | \$450.00 | Community Services - AIRS Taxonomy - Non-profit | \$450.00 |
| 1 | \$420.00 | Community Services SSL Certificate | \$420.00 |
| 1 | \$3,150.00 | Community Services - Training Site | \$3,150.00 |
| Sub-Total Cloud Services Flat Fees Billed Annually | | | \$4,020.00 |

Total Cloud Services Annual Fees

\$58,201.00

* Unlimited additional user licenses may be added to the system. For additional licenses, the following fees apply.

Add On Fees

One-time Per License Fees:

* Community Services - User License - One-Time Fee: \$205/license

Annual Recurring Cloud Services Per License Fees:

* Community Services Per User Fee - Tier II - Support & Hosting ONLY: \$217 /license/year (\$18.08/lic/mo.)

* Community Services - Report User - Premium w/Bandwidth: \$181/license/year (\$15.08/lic/mo.)

* Community Services - Report User - Basic w/Bandwidth: \$98/license/year (\$8.17/lic/mo.)

Community Services - Code Set User ICD/CPT Fee: \$27/license/year **(Optional - If applicable)**

**ORDER FORM
ATTACHMENT 2
PRICING**

GP# TNB16446

**OPTIONAL PURCHASES - June 1, 2021 - May 31 - 2022 Renewal Term –
(May be purchased at any time during contract year through the LIVE site)**

| FLAT ONE-TIME PER LICENSE FEES | | | |
|---------------------------------------|-----------------|--|-------------------|
| Qty. | Per Unit | Item | One-Time |
| 25 | \$205.00 | Community Services - User License - One-Time Fee | \$5,125.00 |
| Total One-Time Fees | | | \$5,125.00 |

| CLOUD SERVICES RECURRING PER LICENSE FEES | | | |
|--|-------------------|--|-------------------|
| Cloud Services Fees Billed on a Per License Basis (Add ON - To be pro-rated for remaining months of contract) | | | |
| Qty. | Unit Price | Item | Annual |
| 25 | \$217.00 | Community Services - Per User Fee - Tier II - Support & Hosting ONLY | \$5,425.00 |
| Sub-Total Add On Cloud Services Fees Billed for 6 mos. on a Per License Basis | | | \$5,425.00 |

| | | | |
|--|--|--|--------------------|
| Year One Total includes One-Time Fees and Pro-rated Annual Fees (*Pro-rated fees are not reflected in this total) | | | \$10,550.00 |
|--|--|--|--------------------|

(*) IMPORTANT NOTE: Pro-rated fees are based on the Effective Date of the Order Form and are not reflected in this total. Please do not pay or issue a Purchase Order against this total. A separate Invoice will be issued reflecting the correct amount.

**ORDER FORM
ATTACHMENT 2
PRICING**

GP# TNB16446

**OPTIONAL PROFESSIONAL SERVICES FEES - June 1, 2021 - May 31 - 2022 Renewal Term
(To be purchased at any time with a signed Order Form)**

Professional Services - Consulting - Remote - Determine scope of custom project(s) and execute scope based on estimated level of effort

| Qty. | Per Unit | Item | One-Time | Annual Fee |
|---|----------|--|-------------------|---------------|
| 50 | \$137.50 | Professional Services - Consulting / Data Services - Remote - (as determined by Statement of Work) | \$6,875.00 | \$- |
| Total Professional Services One-Time (Forecast Only) | | | \$6,875.00 | \$0.00 |

Professional Services – Data Services / Recurring Services - Data Exchange between UW of Met Nashville and Met Government of Nashville - Determine scope of import/export process and fulfill scope based on design. Standard imports start at \$6,600 in one-time fees and custom imports start at \$9,900 but will range upwards depending on scope of data to be imported, logic for importing and frequency of imports.

| Qty. | Per Unit | Item | One-Time | Annual Fee |
|---|------------|--|-------------------|-------------------|
| 1 | \$6,600.00 | Professional Services - Data Services – Flat Fee - (as determined by Statement of Work) | \$6,600.00 | \$- |
| 1 | \$5,280.00 | Professional Services - Consul., Mgmt., & Maint. – includes up to 52 Imports/year (as determined by Statement of Work) | \$- | \$7,920.00 |
| Total Professional Services One-Time (Forecast Only) | | | \$6,600.00 | \$7,920.00 |

Professional Services – Data Services - Provider Restructure - 02023639 - To restructure the provider tree.

| Qty. | Per Unit | Item | One-Time | Annual Fee |
|---|------------|---|-------------------|---------------|
| 1 | \$1,980.00 | Professional Services - Data Services – Flat Fee - (as determined by Statement of Work) | \$1,980.00 | \$- |
| Total Professional Services One-Time (Forecast Only) | | | \$1,980.00 | \$0.00 |

Boot Camp - 4 Attendees - Note that pricing below is standard registration. Early Bird pricing is available through 5/1/21 at \$695 per attendee. This should be ordered through the URL mentioned below.

| Qty. | Per Unit | Item | One-Time | Annual Fee |
|---|----------|---|-------------------|---------------|
| 4 | \$795.00 | Boot Camp Registration - 4 attendees - To be paid through Swoogo registration (https://wellsky.swoogo.com/wscs2021bc/begin) | \$3,180.00 | \$- |
| Total Professional Services One-Time (Forecast Only) | | | \$3,180.00 | \$0.00 |

**ORDER FORM
ATTACHMENT 2
PRICING**

GP# TNB16446

PROFESSIONAL SERVICES (NEW FEE SCHEDULE - For Information Only)

Professional Services

Professional Services Onsite Consulting: \$2,020/day (minimum 2-days with 30-day notice.)

Professional Services Onsite Training Fee: \$2,020/day (minimum 2-days with 30-day notice.)

Professional Services - Remote Consulting Time and Material Rate: \$137.50/hour

Professional Services Remote Training Hours (Webinar Training): \$220/hour

Data Services

Data Services Hourly Fee: \$137.50/hour

Data Services Hourly Fee: Expedited Fee: \$165/hour

**ORDER FORM
ATTACHMENT 2
PRICING**

GP# TNB16446

| June 1, 20-- - May 31, 20 – (Forecast only for subsequent years) | |
|---|----------|
| Community Services License Count Summary | |
| Item | Quantity |
| Community Services - User License * | 262 |
| Community Services - Reporting User - Premium * | 6 |
| Community Services - Reporting User - Basic* | 17 |

| Cloud Services Fees Billed on a Per License Basis | | | |
|--|-------------|--|-------------|
| Qty. | Per License | Item | Annual |
| 262 | \$217.00 | Community Services - Per User Fee - Tier II - Support & Hosting ONLY | \$56,854.00 |
| 6 | \$181.00 | Community Services - Report User - Premium w/Bandwidth | \$1,086.00 |
| 17 | \$98.00 | Community Services - Report User - Basic w/Bandwidth | \$1,666.00 |
| Sub-Total Cloud Services Fees Billed Annually on a Per License Basis | | | \$59,606.00 |

| Cloud Services Flat Fees | | | |
|--|------------|---|------------|
| Qty. | Per Unit | Item | Annual |
| 1 | \$450.00 | Community Services - AIRS Taxonomy - Non-profit | \$450.00 |
| 1 | \$420.00 | Community Services SSL Certificate | \$420.00 |
| 1 | \$3,150.00 | Community Services - Training Site | \$3,150.00 |
| Sub-Total Cloud Services Flat Fees Billed Annually | | | \$4,020.00 |

| Professional Services Flat Fees | | | |
|---|------------|--|------------|
| Qty. | Per Unit | Item | Annual |
| 1 | \$5,280.00 | Professional Services - Consul., Mgmt., & Maint. – includes up to 52 Imports/year (as determined by Statement of Work) | \$5,280.00 |
| Sub-Total Professional Services Flat Fees Billed Annually | | | \$5,280.00 |

| | |
|---|--------------------|
| FORECAST ONLY - Total Cloud Services and Professional Services Annual Fees | \$68,906.00 |
|---|--------------------|

**ORDER FORM
ATTACHMENT 3
ADDITIONAL TERMS**

Additional Fees incurred during the contract term of June 1, 2020 - May 31, 2021 term are reflected in the revised price table on page 3 and partial payment information is reflected on page 4.

Revised Price grid for term of June 1, 2021 – May 31, 2022 are reflected on Page 5.

Optional purchases are for budgeting purposes begin on Page 6. A signed Order form will be required to purchase the optional items except for Boot Camp. This must be purchased through the URL referenced on the Price grid.

A new Subsequent Years forecast has been updated with additional annual fees (purchased and potential).

**ORDER FORM
ATTACHMENT 4
PROFESSIONAL SERVICES**

Services: Not applicable



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
06/29/2021

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

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

| PRODUCER Aon Risk Services Central, Inc. St. Louis MO Office 4220 Duncan Avenue Suite 401 St Louis MO 63110 USA | CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: The Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B: Travelers Property Cas Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C: The Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER D: Indian Harbor Insurance Company</td> <td>36940</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: The Phoenix Insurance Company | 25623 | INSURER B: Travelers Property Cas Co of America | 25674 | INSURER C: The Charter Oak Fire Insurance Company | 25615 | INSURER D: Indian Harbor Insurance Company | 36940 | INSURER E: | | INSURER F: | |
|---|---|-------------------------------|--------|--|-------|---|-------|---|-------|--|-------|------------|--|------------|--|
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: The Phoenix Insurance Company | 25623 | | | | | | | | | | | | | | |
| INSURER B: Travelers Property Cas Co of America | 25674 | | | | | | | | | | | | | | |
| INSURER C: The Charter Oak Fire Insurance Company | 25615 | | | | | | | | | | | | | | |
| INSURER D: Indian Harbor Insurance Company | 36940 | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |
| INSURED Wellsky Corporation 11300 Switzer Road Overland Park KS 66210 USA | | | | | | | | | | | | | | | |

COVERAGES
CERTIFICATE NUMBER: 570088172934

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. **Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: | Y | | 63043951075 | 06/01/2021 | 06/01/2022 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG Excluded |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | | BA 0N727798 | 06/01/2021 | 06/01/2022 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION | | | | | | EACH OCCURRENCE AGGREGATE |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | UB6K289014 | 06/01/2021 | 06/01/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000 |
| D | E&O-Technology | Y | | MTP903514504 Cyber/Tech E&O SIR applies per policy terms & conditions | 06/16/2021 | 06/01/2022 | Cyber Liab Occ/Agg \$1,000,000 SIR/Deductible (1) \$500,000 Tech E&O Occ/Agg \$1,000,000 |

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

RE: Contract 455595. Metropolitan Government of Nashville and Davidson County is included as Additional Insured in accordance with the policy provisions of the Products, General Liability, Automobile Liability, E&O and Cyber Liability policies where required by written contract.

CERTIFICATE HOLDER
CANCELLATION

| | |
|---|---|
| Metropolitan Government of Nashville and Davidson County Attn: Department of Finance, Procurement Division 730 2nd Avenue South, Suite 101 Nashville TN 37219-6300 USA | 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 |
|---|---|

Holder Identifier :

Certificate No : 570088172934



LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

| | | | |
|---|-----------|--------------------------------------|--|
| AGENCY Aon Risk Services Central, Inc. | | NAMED INSURED Wellsky Corporation | |
| POLICY NUMBER See Certificate Number: 570088172934 | | | |
| CARRIER See Certificate Number: 570088172934 | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|-------------------------------|--------|
| INSURER | |
| INSURER | |
| INSURER | |
| INSURER | |

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|----------|-------------------|-----------|----------|-----------------------------------|------------------------------------|-------------------------------------|------------------|-------------|
| | OTHER | | | | | | | |
| B | Products Liab | Y | | ZPP41M78739 Products Liability | 06/01/2021 | 06/01/2022 | Products Agg Lmt | \$1,000,000 |
| | | | | | | | Products Agg Ded | \$500,000 |
| | | | | | | | Products Occ Lmt | \$1,000,000 |
| | | | | | | | Products Occ Ded | \$100,000 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
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| | | | | | | | | |
| | | | | | | | | |

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
CONTRACT AMENDMENT JUSTIFICATION FORM**



Entered in DocuSign 4/27/2021

CA #: 2021115

Date Received: April 26, 2021

Send an email to PRG@nashville.gov and attach completed amendment form and supporting documentation.

Contract Title: Homeless Management Information System Contract Number: 455595 Amendment Number: _____

Requesting Department: Social Services
Dowell, 615-862-6401

Requesting Departmental Contact (Name & Number): Abigail


Contractor's Business Name: WellSky Corporation
GreenBerg

Name of Contract Signatory: Steve

Contract Signatory Email Address: LegalContracts@wellsky.com

Address: 11300 Switzer Road City: Overland Park ST: KS Zip: 66210

Revision Accomplishes: Check all that apply

| | | |
|---|---|--|
| <input type="checkbox"/> Term Extension | New End Date: _____ | Include revised schedule if necessary |
| x Contract Value Increase | Original Contract Amount <u>\$158,700</u> Previously Executed Amendment(s) Amount <u>\$0.00</u> Current Amendment Amount <u>\$45,900</u> <u>\$51,423</u> Amendment % Increase <u>29%</u> <u>32.4%</u> Proposed Revised Contract Amount <u>\$204,600</u> <u>\$210,123</u> | Include revised fee schedules, budget, and total contract value as appropriate <u>Approval of change</u>  6/24/2021 6:24 PM C |
| _____ Scope of Work Revision | | Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary |
| _____ Terms and Conditions Modification | | Include applicable exhibits as appropriate along with appropriate redlines |
| _____ Other (Describe) | | Include applicable documentation |

ACCOUNTING INFORMATION:

BU Number: 37121200 Fund #: 10101 Any Other Accounting Info: BUs: 37312650 and 37312700

Procurement will route in DocuSign for Signature

Department Requester JUDITH TACKETT

Renee Bratt

Requesting Department Director's Signature of Approval

April 23, 2021

Date

A2021115

Rec. April 26, 2021

2021115

CA #: _____

April 26, 2021

Date Received: _____

To be completed by the Procurement Division

☒ Contract Amendment is Approved (Additional Comments: _____

_____)

☐ Contract Amendment is Denied for _____

PURCHASING AGENT: _____

Michelle R. Hernandez Lane

5/6/2021 | 5:06 PM CD

Date: _____

**WELLSKY CORPORATION
ORDER FORM**

This Order Form ("**Order**") is dated as of _____ ("**Effective Date**") between **Metropolitan Government of Nashville and Davidson County by and through the Department of Social Services ("Client")**, with offices at 800 2nd Avenue North, Suite 100, Nashville, TN 37201 and **WellSky Corporation**, with offices at 11300 Switzer Road, Overland Park, KS 66210 ("**WellSky**") for the products and services set forth herein. This Order is subject to and hereby incorporates the terms and conditions of the Master License and Services Agreement entered into between the parties, dated 10/7/2020 ("**Agreement**"), except to the extent explicitly identified in this Order.

This Order consists of the following Attachments:

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

Any questions or changes to this Order, please contact Marsha Blankenship at marsha.blankenship@wellsky.com.

Ordering Procedure:

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

Marsha.Blankenship@wellsky.com
and/or LegalContracts@wellsky.com
Fax: (913) 871-9571 or 9138719571@fax2mail.com

| | | |
|---|--|--------------------------------------|
| METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND THROUGH THE DEPARTMENT OF SOCIAL SERVICES: | | WELLSKY CORPORATION: |
| Signature: | | Signature: |
| Name: | | Name: Stephen Greenberg |
| Title: | | Title: SVP Human and Social Services |
| Date: | | Date: |

**ORDER FORM
ATTACHMENT 1
TERM AND PAYMENT TERMS**

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

1. Term:

Cloud Services Term: The Cloud Services are provided for an initial one-year term, beginning on June 1, 2021 (the "**Renewal Term**") and will continue through May 31, 2022. CLOUD SERVICES AUTOMATICALLY RENEW FOR SUCCESSIVE ONE-YEAR TERMS (EACH A "**RENEWAL TERM**" AND COLLECTIVELY WITH THE INITIAL TERM THE "**TERM**"), UNLESS TERMINATED BY EITHER PARTY UPON WRITTEN NOTICE TO THE OTHER 30 DAYS PRIOR TO THE END OF THE THEN CURRENT TERM. In the event Cloud Services are allowed to lapse (other than for breach by WellSky) and is later reinstated, Client shall be required to pay charges for all months that Cloud Services lapsed, including appropriate late charges.

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

- a. Cloud Services Recurring Fees: Client shall pay the annual recurring Cloud Services fees beginning on June 1, 2021 and 100% of the annual Cloud Services fees annually thereafter.
- b. Increases: All annual fees may be increased by WellSky once annually commencing one (1) year following the Effective Date of the Order at a rate not to exceed 5%.

Please provide your accounts payable or billing contact information.

| |
|----------------|
| Name: |
| Title: |
| E-mail: |
| Phone: |

**ORDER FORM
ATTACHMENT 2
PRICING**

GP# TNB16446

| Renewal Term: June 1, 2020 - May 31, 2021 - REVISED | | | |
|---|--------------------|--|-------------|
| Community Services License Count Summary | | | |
| Item | | | Quantity |
| Community Services - User License * | | | 217 |
| Community Services - User License - Add On* | | | 20 |
| Community Services - Reporting User - Premium * | | | 6 |
| Community Services - Reporting User - Basic* | | | 17 |
| | | | |
| FLAT ONE-TIME PROFESSIONAL SERVICES FEE | | | |
| Qty. | Per Unit | Item | One-Time |
| 1 | \$825.00 | Professional Services - Data Services - Flat Fee - Restore Sub-Assessment Questions (Invoice PJ15-0612) | \$825.00 |
| TOTAL ONE-TIME PROFESSIONAL SERVICES FEE | | | \$825.00 |
| | | | |
| FLAT ONE-TIME PER LICENSE FEES | | | |
| Qty. | Per Unit | Item | One-Time |
| 20 | \$205.00 | Community Services - User License - One-Time Fee (Invoice CTR15-4880) | \$4,100.00 |
| TOTAL ONE-TIME CLOUD SERVICES PER LICENSE FEE | | | \$4,100.00 |
| | | | |
| CLOUD SERVICES RECURRING PER LICENSE FEES | | | |
| Cloud Services Fees Billed on a Per License Basis (NOV 2020 Add ON - pro-rated to 6 mos.) | | | |
| Qty. | Per Unit Pro-rated | Item | 6 mos. |
| 20 | \$108.50 | Community Services - Per User Fee - Tier II - Support & Hosting ONLY (\$217/lic/yr pro-rated to 6 mos.) (Invoice CTR15-4880) | \$2,170.00 |
| Sub-Total Add On Cloud Services Fees Billed for 6 mos. on a Per License Basis | | | \$2,170.00 |
| | | | |
| Cloud Services Fees Billed on a Per License Basis | | | |
| Qty. | Per License | Item | Annual |
| 217 | \$217.00 | Community Services - Per User Fee - Tier II - Support & Hosting ONLY | \$47,089.00 |
| 6 | \$181.00 | Community Services - Report User - Premium w/Bandwidth | \$1,086.00 |
| 17 | \$98.00 | Community Services - Report User - Basic w/Bandwidth | \$1,666.00 |
| Sub-Total Cloud Services Fees Billed Annually on a Per License Basis | | | \$49,841.00 |
| | | | |
| Cloud Services Flat Fees | | | |
| Qty. | Per Unit | Item | Annual |
| 1 | \$450.00 | Community Services - AIRS Taxonomy - Non-profit | \$450.00 |
| 1 | \$420.00 | Community Services SSL Certificate | \$420.00 |
| 1 | \$3,150.00 | Community Services - Training Site | \$3,150.00 |
| Sub-Total Cloud Services Flat Fees Billed Annually | | | \$4,020.00 |
| | | | |
| TOTAL CLOUD SERVICES RECURRING FEES (Including pro-rated fee for add on) | | | \$56,031.00 |

---See Page 4 for totals---

**ORDER FORM
ATTACHMENT 2
PRICING**

GP# TNB16446

| | |
|---|--------------------|
| TOTAL FEES 6/1/2020 - 5/31/2021 Term: (Includes One-Time Professional Services, One-Time Cloud Services, and Annual Cloud Services Fees) | \$60,956.00 |
|---|--------------------|

| | |
|--------------------|--------------------|
| TOTAL PAID: | \$49,841.00 |
|--------------------|--------------------|

| | |
|--|--------------------|
| TOTAL DUE for JUNE 1, 2020 - MAY 31, 2021 TERM: | \$11,115.00 |
|--|--------------------|

* Unlimited additional user licenses may be added to the system. For additional licenses, the following fees apply.

Add On Fees

One-time Per License Fees:

* Community Services - User License - One-Time Fee: \$205/license

Annual Recurring Cloud Services Per License Fees (Add On Fees Pro-rated to months on current contract year):

* Community Services Per User Fee - Tier II - Support & Hosting ONLY: \$217 /license/year

* Community Services - Report User - Premium w/Bandwidth: \$181/license/year

* Community Services - Report User - Basic w/Bandwidth: \$98/license/year

Community Services - Code Set User ICD/CPT Fee: \$27/license/year **(Optional - If applicable)**

PROFESSIONAL SERVICES (NEW FEE SCHEDULE - For Information Only)

Professional Services

Professional Services Onsite Consulting: \$2,020/day (minimum 2-days with 30-day notice.)

Professional Services Onsite Training Fee: \$2,020/day (minimum 2-days with 30-day notice.)

Professional Services Remote Consulting Time and Materials Rate: \$137.50/ hour

Professional Services Remote Training Hours (Webinar Training): \$220/hour

Data Services

Data Services Hourly Fee: \$137.50/hour

Data Services Hourly Fee: Expedited Fee: \$165/hour

**ORDER FORM
ATTACHMENT 2
PRICING**

GP# TNB16446

| | | | |
|---|--------------------|--|--------------------|
| NOTE: Contract pricing is based on current number of license (3/30/2021). Contracted amounts listed will be affected by any purchase of additional license (see * below). | | | |
| Renewal Term: June 1, 2021 - May 31, 2022 - REVISED | | | |
| Community Services License Count Summary | | | |
| Item | Quantity | | |
| Community Services - User License * | 237 | | |
| Community Services - Reporting User - Premium * | 6 | | |
| Community Services - Reporting User - Basic* | 17 | | |
| | | | |
| Cloud Services Fees Billed on a Per License Basis | | | |
| Qty. | Per License | Item | Annual |
| 237 | \$217.00 | Community Services - Per User Fee - Tier II - Support & Hosting ONLY | \$51,429.00 |
| 6 | \$181.00 | Community Services - Report User - Premium w/Bandwidth | \$1,086.00 |
| 17 | \$98.00 | Community Services - Report User - Basic w/Bandwidth | \$1,666.00 |
| Sub-Total Cloud Services Fees Billed Annually on a Per License Basis | | | \$54,181.00 |
| | | | |
| Cloud Services Flat Fees | | | |
| Qty. | Per Unit | Item | Annual |
| 1 | \$450.00 | Community Services - AIRS Taxonomy - Non-profit | \$450.00 |
| 1 | \$420.00 | Community Services SSL Certificate | \$420.00 |
| 1 | \$3,150.00 | Community Services - Training Site | \$3,150.00 |
| Sub-Total Cloud Services Flat Fees Billed Annually | | | \$4,020.00 |
| | | | |
| Total Cloud Services Annual Fees | | | \$58,201.00 |

* Unlimited additional user licenses may be added to the system. For additional licenses, the following fees apply.

Add On Fees

One-time Per License Fees:

* Community Services - User License - One-Time Fee: \$205/license

Annual Recurring Cloud Services Per License Fees:

* Community Services Per User Fee - Tier II - Support & Hosting ONLY: \$217 /license/year (\$18.08/lic/mo.)

* Community Services - Report User - Premium w/Bandwidth: \$181/license/year (\$15.08/lic/mo.)

* Community Services - Report User - Basic w/Bandwidth: \$98/license/year (\$8.17/lic/mo.)

Community Services - Code Set User ICD/CPT Fee: \$27/license/year **(Optional - If applicable)**

**ORDER FORM
ATTACHMENT 2
PRICING**

GP# TNB16446

| OPTIONAL PURCHASES - June 1, 2021 - May 31 - 2022 Renewal Term – (May be purchased at any time during contract year through the LIVE site) | | | |
|---|------------|--|-------------|
| | | | |
| FLAT ONE-TIME PER LICENSE FEES | | | |
| Qty. | Per Unit | Item | One-Time |
| 25 | \$205.00 | Community Services - User License - One-Time Fee | \$5,125.00 |
| Total One-Time Fees | | | \$5,125.00 |
| | | | |
| CLOUD SERVICES RECURRING PER LICENSE FEES | | | |
| Cloud Services Fees Billed on a Per License Basis (Add ON - To be pro-rated for remaining months of contract) | | | |
| Qty. | Unit Price | Item | Annual |
| 25 | \$217.00 | Community Services - Per User Fee - Tier II - Support & Hosting ONLY | \$5,425.00 |
| Sub-Total Add On Cloud Services Fees Billed for 6 mos. on a Per License Basis | | | \$5,425.00 |
| | | | |
| Year One Total includes One-Time Fees and Pro-rated Annual Fees (*Pro-rated fees are not reflected in this total) | | | \$10,550.00 |
| | | | |
| (*)IMPORTANT NOTE: Pro-rated fees are based on the Effective Date of the Order Form and are not reflected in this total. Please do not pay or issue a Purchase Order against this total. A separate Invoice will be issued reflecting the correct amount. | | | |

**ORDER FORM
ATTACHMENT 2
PRICING**

GP# TNB16446

**OPTIONAL PROFESSIONAL SERVICES FEES - June 1, 2021 - May 31 - 2022 Renewal Term
(To be purchased at anytime with a signed Order Form)**

Professional Services - Consulting - Remote - Determine scope of custom project(s) and execute scope based on estimated level of effort

| Qty. | Per Unit | Item | One-Time | Annual Fee |
|---|----------|--|-------------------|---------------|
| 50 | \$137.50 | Professional Services - Consulting / Data Services - Remote - (as determined by Statement of Work) | \$6,875.00 | \$- |
| Total Professional Services One-Time (Forecast Only) | | | \$6,875.00 | \$0.00 |

Professional Services – Data Services / Recurring Services - Data Exchange between UW of Met Nashville and Met Government of Nashville - Determine scope of import/export process and fulfill scope based on design. Standard imports start at \$6,600 in one-time fees and custom imports start at \$9,900 but will range upwards depending on scope of data to be imported, logic for importing and frequency of imports.

| Qty. | Per Unit | Item | One-Time | Annual Fee |
|---|------------|---|-------------------|-------------------|
| 1 | \$6,600.00 | Professional Services - Data Services - Remote - (as determined by Statement of Work) | \$6,600.00 | \$- |
| 1 | \$5,280.00 | Professional Services - Consul., Mgmt., & Maint. - (as determined by Statement of Work) | \$- | \$5,280.00 |
| Total Professional Services One-Time (Forecast Only) | | | \$6,600.00 | \$5,280.00 |

Professional Services – Data Services - Provider Restructure - 02023639 - To restructure the provider tree.

| Qty. | Per Unit | Item | One-Time | Annual Fee |
|---|------------|---|-------------------|---------------|
| 1 | \$1,980.00 | Professional Services - Data Services - Remote - (as determined by Statement of Work) | \$1,980.00 | \$- |
| Total Professional Services One-Time (Forecast Only) | | | \$1,980.00 | \$0.00 |

Boot Camp - 4 Attendees - Note that pricing below is standard registration. Early Bird pricing is available through 5/1/21 at \$695 per attendee. This should be ordered through the URL mentioned below.

| Qty. | Per Unit | Item | One-Time | Annual Fee |
|---|----------|---|-------------------|---------------|
| 4 | \$795.00 | Boot Camp Registration - 4 attendees - To be paid through Swoogo registration (https://wellsky.swoogo.com/wscs2021bc/begin) | \$3,180.00 | \$- |
| Total Professional Services One-Time (Forecast Only) | | | \$3,180.00 | \$0.00 |

**ORDER FORM
ATTACHMENT 2
PRICING**

GP# TNB16446

PROFESSIONAL SERVICES (NEW FEE SCHEDULE - For Information Only)

Professional Services

Professional Services Onsite Consulting: \$2,020/day (minimum 2-days with 30-day notice.)

Professional Services Onsite Training Fee: \$2,020/day (minimum 2-days with 30-day notice.)

Professional Services - Remote Consulting Time and Material Rate: \$137.50/hour

Professional Services Remote Training Hours (Webinar Training): \$220/hour

Data Services

Data Services Hourly Fee: \$137.50/hour

Data Services Hourly Fee: Expedited Fee: \$165/hour

**ORDER FORM
ATTACHMENT 3
ADDITIONAL TERMS**

Additional Fees incurred during the contract term of June 1, 2020 - May 31, 2021 term are reflected in the revised price table on page 3 and partial payment information is reflected on page 4.

Revised Price grid for term of June 1, 2021 – May 31, 2022 are reflected on Page 5.

Optional purchases are for budgeting purposes begin on Page 6. A signed Order form will be required to purchase the optional items except for Boot Camp. This must be purchased through the URL referenced on the Price grid.

**ORDER FORM
ATTACHMENT 4
PROFESSIONAL SERVICES**

Services: Not applicable

Certificate Of Completion

Envelope Id: B879432F1A624D4E801434FD04E8EAC6

Status: Completed

Subject: Contract Amendment Request Form for Social Services - A2021115 WellSky Corp

Source Envelope:

Document Pages: 13

Signatures: 1

Envelope Originator:

Certificate Pages: 15

Initials: 0

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

prg@nashville.gov

IP Address: 170.190.198.185

Record Tracking

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

4/27/2021 7:29:29 AM

prg@nashville.gov

Signer Events

Signature

Timestamp

Judy Cantlon

Completed

Sent: 4/27/2021 7:33:00 AM

Judy.Cantlon@nashville.gov

Viewed: 4/27/2021 7:34:04 AM

Security Level: Email, Account Authentication
(None)

Using IP Address: 170.190.198.185

Signed: 4/27/2021 7:35:13 AM

Electronic Record and Signature Disclosure:

Accepted: 4/27/2021 7:34:04 AM

ID: a674dc9f-faad-4d65-9db2-b4b5b37208cd

Michelle A. Hernandez Lane

Michelle A. Hernandez Lane

Sent: 4/27/2021 7:35:14 AM

michelle.lane@nashville.gov

Viewed: 5/6/2021 5:05:47 PM

Chief Procurement Officer/Purchasing Agent
Metro

Signed: 5/6/2021 5:06:17 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Abigail Dowell

COPIED

Sent: 5/6/2021 5:06:18 PM

Abigail.Dowell@nashville.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 5/4/2021 8:56:18 AM

ID: dec7ce2c-ef70-4f00-bc95-a38102e546b5

| Carbon Copy Events | Status | Timestamp |
|---|--------|---------------------------|
| Renee Pratt renee.pratt@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/5/2021 2:53:38 PM ID: 898f7d86-4111-4f38-9281-74b96970d188 | COPIED | Sent: 5/6/2021 5:06:19 PM |
| Amber Gardner amber.gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 5/6/2021 5:06:19 PM |
| PRG prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 5/6/2021 5:06:20 PM |
| Terri L. Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 5/6/2021 5:06:20 PM |

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|------------------|----------------------|
| Envelope Sent | Hashed/Encrypted | 4/27/2021 7:33:00 AM |
| Certified Delivered | Security Checked | 5/6/2021 5:05:47 PM |
| Signing Complete | Security Checked | 5/6/2021 5:06:17 PM |
| Completed | Security Checked | 5/6/2021 5:06:20 PM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

| Electronic Record and Signature Disclosure |
|--|
|--|

Certificate Of Completion

Envelope Id: E9E7F74CFC9048A8973878008FE6F46E

Status: Completed

Subject: Updated Amendment Request Form for A2021115 (WellSky)

Source Envelope:

Document Pages: 28

Signatures: 0

Certificate Pages: 15

Initials: 1

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

Procurement Resource Group

730 2nd Ave. South 1st Floor

Nashville, TN 37219

prg@nashville.gov

IP Address: 170.190.198.185

Record Tracking

Status: Original

6/23/2021 5:41:42 PM

Holder: Procurement Resource Group

prg@nashville.gov

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and
Davidson County

Location: DocuSign

Signer Events**Signature****Timestamp**

Michelle A Hernandez Lane

michelle.lane@nashville.gov

Chief Procurement Officer/Purchasing Agent

Metro

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Sent: 6/23/2021 5:43:53 PM

Viewed: 6/24/2021 6:23:58 PM

Signed: 6/24/2021 6:24:11 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Judy Cantlon

Judy.Cantlon@nashville.gov

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 6/24/2021 6:24:14 PM

Electronic Record and Signature Disclosure:

Accepted: 6/24/2021 10:39:44 AM

ID: 972897f2-b61d-4dfa-87a1-b3b1029cef05

Amber Gardner

Amber.Gardner@nashville.gov

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 6/24/2021 6:24:14 PM

Electronic Record and Signature Disclosure:

Accepted: 6/15/2021 8:11:35 AM

ID: 2e7a3648-100c-4cdd-bc05-31b2620fd191

| Carbon Copy Events | Status | Timestamp |
|---|--------|--|
| Terri L. Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 6/24/2021 6:24:15 PM Viewed: 6/24/2021 7:10:03 PM |

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|------------------|----------------------|
| Envelope Sent | Hashed/Encrypted | 6/23/2021 5:43:53 PM |
| Certified Delivered | Security Checked | 6/24/2021 6:23:58 PM |
| Signing Complete | Security Checked | 6/24/2021 6:24:11 PM |
| Completed | Security Checked | 6/24/2021 6:24:15 PM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

| Electronic Record and Signature Disclosure |
|--|
|--|

Certificate Of Completion

| | |
|---|------------------------------|
| Envelope Id: 69D3646BD1C04AF38529DE1B6D2E3D13 | Status: Completed |
| Subject: Metro Contract 455595 Amendment 1 with WellSky Corporation (Social Services) | |
| Source Envelope: | |
| Document Pages: 60 | Signatures: 7 |
| Certificate Pages: 18 | Initials: 6 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | Procurement Resource Group |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 730 2nd Ave. South 1st Floor |
| | Nashville, TN 37219 |
| | prg@nashville.gov |
| | IP Address: 170.190.198.190 |

Record Tracking

| | | |
|--------------------------------------|--|--------------------|
| Status: Original | Holder: Procurement Resource Group | Location: DocuSign |
| 7/19/2021 4:05:43 PM | prg@nashville.gov | |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: Metropolitan Government of Nashville and Davidson County | Location: DocuSign |

Signer Events

| Signature | Timestamp |
|--|------------------------------|
| Terri L. Ray | Sent: 7/19/2021 4:15:22 PM |
| Terri.Ray@nashville.gov | Resent: 7/19/2021 5:58:31 PM |
| Senior Procurement Officer | Viewed: 7/19/2021 5:59:03 PM |
| Metropolitan Government of Nashville and Davidson County | Signed: 7/19/2021 5:59:17 PM |
| Signature Adoption: Pre-selected Style | |
| Using IP Address: 170.190.198.190 | |
| Security Level: Email, Account Authentication (None) | |

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

| | |
|--|------------------------------|
| Michelle A Hernandez Lane | Sent: 7/19/2021 5:59:24 PM |
| michelle.lane@nashville.gov | Viewed: 7/22/2021 6:09:12 AM |
| Chief Procurement Officer/Purchasing Agent | Signed: 7/22/2021 6:09:26 AM |
| Metro | |
| Signature Adoption: Pre-selected Style | |
| Using IP Address: 172.58.144.39 | |
| Signed using mobile | |
| Security Level: Email, Account Authentication (None) | |

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

| | |
|--|------------------------------|
| Andrew Sullivan | Sent: 7/22/2021 6:09:33 AM |
| andrew.sullivan@nashville.gov | Viewed: 7/22/2021 7:31:20 AM |
| Security Level: Email, Account Authentication (None) | Signed: 7/22/2021 7:31:37 AM |
| Signature Adoption: Pre-selected Style | |
| Using IP Address: 170.190.198.192 | |

Electronic Record and Signature Disclosure:
Accepted: 7/22/2021 7:31:20 AM
ID: f59cfbd0-a7d2-4823-8057-9bc649b8e8a5

| | |
|--|-------------------------------|
| Ken Hartlage | Sent: 7/22/2021 7:31:44 AM |
| kenneth.hartlage@nashville.gov | Viewed: 7/22/2021 11:01:51 AM |
| Security Level: Email, Account Authentication (None) | Signed: 7/22/2021 11:02:09 AM |
| Signature Adoption: Pre-selected Style | |
| Using IP Address: 170.190.198.191 | |

Electronic Record and Signature Disclosure:

Signer Events**Signature****Timestamp**

Accepted: 7/22/2021 11:01:51 AM
ID: 39c82784-586f-476c-84ba-46911e066eb4

Steve Greenberg
LegalContracts@wellsky.com
SVP

Steve Greenberg

Sent: 7/22/2021 11:02:16 AM
Viewed: 7/22/2021 11:09:26 AM
Signed: 7/22/2021 11:17:11 AM

WellSky
Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 73.126.1.112

Electronic Record and Signature Disclosure:
Accepted: 9/30/2020 10:00:05 AM
ID: 1ed2886e-a653-4feb-aaca-204f851b96b0

Michelle A Hernandez Lane
michelle.lane@nashville.gov
Chief Procurement Officer/Purchasing Agent
Metro
Security Level: Email, Account Authentication
(None)

Michelle A Hernandez Lane

Sent: 7/22/2021 11:17:20 AM
Viewed: 7/27/2021 6:09:53 AM
Signed: 7/27/2021 6:10:28 AM

Signature Adoption: Pre-selected Style
Using IP Address: 172.58.145.212
Signed using mobile

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Renee Pratt
renee.pratt@nashville.gov
Security Level: Email, Account Authentication
(None)

Renee Pratt

Sent: 7/27/2021 6:10:35 AM
Viewed: 7/27/2021 7:45:20 AM
Signed: 7/27/2021 7:45:52 AM

Signature Adoption: Pre-selected Style
Using IP Address: 73.58.152.231
Signed using mobile

Electronic Record and Signature Disclosure:
Accepted: 7/27/2021 7:45:20 AM
ID: 2196fc4a-5007-41f2-bdfc-19f79a631cf3

Kevin Cumbo/tje
Tom.Eddlemon@nashville.gov
Security Level: Email, Account Authentication
(None)

Kevin Cumbo/tje

Sent: 7/27/2021 7:45:59 AM
Viewed: 7/27/2021 8:11:50 AM
Signed: 7/27/2021 8:12:20 AM

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.190

Electronic Record and Signature Disclosure:
Accepted: 7/27/2021 8:11:50 AM
ID: 895b4f8e-a0b2-42a7-bc35-da1c702d4bb8

Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication
(None)

Completed

Sent: 7/27/2021 8:12:31 AM
Viewed: 7/27/2021 1:42:53 PM
Signed: 7/27/2021 1:47:21 PM

Using IP Address: 170.190.198.100

Electronic Record and Signature Disclosure:
Accepted: 7/27/2021 1:42:53 PM
ID: 654a1f72-a56f-4f1d-add4-5c38564dd0f2

Balogun Cobb
balogun.cobb@nashville.gov
Security Level: Email, Account Authentication
(None)

BC

Sent: 7/27/2021 1:47:30 PM
Viewed: 7/27/2021 2:10:33 PM
Signed: 7/27/2021 2:11:05 PM

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

| Signer Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

Accepted: 7/27/2021 2:10:33 PM
ID: 9df0a94e-d8cc-4f7e-a06d-cf327e05d85b

Matthew Garth
matthew.garth@nashville.gov
Security Level: Email, Account Authentication (None)

Matthew Garth

Sent: 8/2/2021 8:06:39 AM
Viewed: 8/2/2021 8:48:14 AM
Signed: 8/2/2021 10:06:18 AM

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.144

Electronic Record and Signature Disclosure:
Accepted: 7/29/2021 2:32:23 PM
ID: 98fd06b9-b9c7-4d8e-8803-0689bd710223

Kristin Wilson
Kristin.Wilson@Nashville.gov
Security Level: Email, Account Authentication (None)

KW

Sent: 8/2/2021 10:06:28 AM
Viewed: 8/2/2021 10:16:20 AM
Signed: 8/2/2021 10:16:34 AM

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.100

Electronic Record and Signature Disclosure:
Accepted: 8/2/2021 10:16:20 AM
ID: 163c9430-afcd-44cb-9928-a3242c58d983

John Cooper
Mayor@nashville.gov
Security Level: Email, Account Authentication (None)

John Cooper

Sent: 8/2/2021 10:16:42 AM
Viewed: 8/2/2021 2:20:22 PM
Signed: 8/2/2021 2:52:05 PM

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.100

Electronic Record and Signature Disclosure:
Accepted: 8/2/2021 2:20:22 PM
ID: d7406a72-6e80-46b9-b08f-929d4ed3762e

Elizabeth Waites
publicrecords@nashville.gov
Security Level: Email, Account Authentication (None)

Elizabeth Waites

Sent: 8/2/2021 2:52:13 PM
Viewed: 8/2/2021 3:01:46 PM
Signed: 8/2/2021 3:01:57 PM

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:
Accepted: 8/2/2021 3:01:46 PM
ID: 5d16581e-79ab-4b23-ab05-a57ff6cbfcf0

| In Person Signer Events | Signature | Timestamp |
|-------------------------|-----------|-----------|
|-------------------------|-----------|-----------|

| Editor Delivery Events | Status | Timestamp |
|------------------------|--------|-----------|
|------------------------|--------|-----------|

| Agent Delivery Events | Status | Timestamp |
|-----------------------|--------|-----------|
|-----------------------|--------|-----------|

| Intermediary Delivery Events | Status | Timestamp |
|------------------------------|--------|-----------|
|------------------------------|--------|-----------|

Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication (None)

VIEWED

Sent: 7/27/2021 1:47:28 PM
Viewed: 7/27/2021 1:53:58 PM
Completed: 8/2/2021 3:02:15 PM

Using IP Address: 170.190.198.100

Electronic Record and Signature Disclosure:

| Intermediary Delivery Events | Status | Timestamp |
|---|------------------|-----------------------------|
| Accepted: 8/2/2021 8:06:05 AM ID: 8100fca2-aac1-4fb7-b192-191b618ebd5a | | |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Marsha Blankenship Marsha.Blankenship@WellSky.com WellSky Corporation Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 7/22/2021 11:02:16 AM |
| Christopher Wood Christopher.Wood@nashville.gov Director, BAO Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 8/2/2021 3:02:06 PM |
| Abigail Dowell Abigail.Dowell@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/4/2021 8:56:18 AM ID: dec7ce2c-ef70-4f00-bc95-a38102e546b5 | COPIED | Sent: 8/2/2021 3:02:08 PM |
| Amber Gardner amber.gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/15/2021 8:11:35 AM ID: 2e7a3648-100c-4cdd-bc05-31b2620fd191 | COPIED | Sent: 8/2/2021 3:02:10 PM |
| Yuri Hancock yuri.hancock@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 8/2/2021 3:02:12 PM |
| Judith Tackett Judith.Tackett@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 8/2/2021 3:02:15 PM |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 7/19/2021 4:15:22 PM |
| Certified Delivered | Security Checked | 8/2/2021 3:01:46 PM |
| Signing Complete | Security Checked | 8/2/2021 3:01:57 PM |
| Completed | Security Checked | 8/2/2021 3:02:15 PM |

| Payment Events | Status | Timestamps |
|--|--------|------------|
| Electronic Record and Signature Disclosure | | |

Contract Information

Contract & Solicitation Title: Homeless Management Information System

Contract Summary: Homeless Management Information System Software and Maintenance Services

Contract Number: 455595 Solicitation Number: N/A Requisition Number: N/A

Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): N/A

Type of Contract/PO: Multi-Year Contract **Requires Council Legislation:** No

High Risk Contract (Per Finance Department Contract Risk Management Policy): Yes

Sexual Harassment Training Required (per BL2018-1281): Yes

Estimated Start Date: June 1, 2019 Estimated Expiration Date: June 1, 2022 Contract Term: 36 Months

Estimated Contract Life Value: \$158,700.00 Fund: 10101 BU: 37121200

Payment Terms: Net 30 Selection Method: Sole Source

Procurement Staff: Terri Ray BAO Staff: Christopher Wood

Procuring Department: Social Services Department(s) Served: Social Services

Prime Contractor Information

Prime Contracting Firm: WellSky Corporation Phone #: 318-524-7611 ISN#: 26052

Address: 11300 Switzer Road City: Overland Park State: KS Zip: 66210

Prime Contractor is a Uncertified/Unapproved: SBE ☐ SDV ☐ MBE ☐ WBE ☐ (select/check if applicable)

Prime Company Contact: Marsha Blankenship Email Address: marsha.blankenship@wellsky.com

Prime Contractor Signatory: Steve GreenBerg **Email Address:** LegalContracts@wellsky.com

Disadvantaged Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program:

N/A Amount: N/A Percent, if applicable: N/A

Equal Business Opportunity (EBO) Program:

Program Not Applicable Amount: N/A Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise:

No Amount: N/A Percent, if applicable: N/A

* Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No

Summary of Offer

| Offeror Name | Disadv. Bus. (Check if applicable) | Score (RFQ Only) | Evaluated Cost | Result |
|----------------------------|---------------------------------------|----------------------|----------------------|-----------------------------------|
| <u>WellSky Corporation</u> | <input type="checkbox"/> | <u>N/A</u> | <u>N/A</u> | <u>Approved Sole Source Form</u> |
| <input type="text"/> | <input type="checkbox"/> | <input type="text"/> | <input type="text"/> | <u>Select from the Following:</u> |
| <input type="text"/> | <input type="checkbox"/> | <input type="text"/> | <input type="text"/> | <u>Select from the Following:</u> |
| <input type="text"/> | <input type="checkbox"/> | <input type="text"/> | <input type="text"/> | <u>Select from the Following:</u> |
| <input type="text"/> | <input type="checkbox"/> | <input type="text"/> | <input type="text"/> | <u>Select from the Following:</u> |

**WELLSKY CORPORATION
MASTER LICENSE AND SERVICES AGREEMENT**

This Master License and Services Agreement (the “Agreement”) is entered into when approved by all required parties and filed in the Metropolitan Clerk’s Office (the “Effective Date”) by and between **WellSky Corporation** and its Affiliates, with offices at 11300 Switzer Road, Overland Park, KS 66210 (“WellSky”), and **the Metropolitan Government of Nashville and Davidson County by and through the Department of Social Services**, a governmental entity with offices at 800 2nd Avenue North, Suite 100, Nashville, TN 37201 (“Customer”). Each of WellSky and Customer may be referred to herein individually as a “Party” and together as the “Parties.”

The term of this Agreement will begin on the date this Agreement is approved by all required parties and filed in the Customer’s clerk’s office as required by law (“Term Start Date”). The term of the Agreement will end thirty-six (36) months from the Term Start Date. In no event shall this Agreement exceed sixty (60) months from the Term Start Date. Notwithstanding anything to the contrary and for the avoidance of doubt, the Parties agree that the terms and conditions of this Agreement govern any act or omission by the Parties relating to this Agreement, including the provision and use of Licensed Software and Services and from June 1, 2019 until the expiration or termination of this Agreement.

This Agreement consists of the following documents:

- *Any properly executed amendment to the Agreement (most recent with first priority),*
- *This document, including exhibits,*
 - *Exhibit A - Definitions*
 - *Exhibit B - WellSky Cloud Services Support Terms*
 - *Exhibit C – Licensed Software Support Terms*
 - *Exhibit D – Business Associate/Data Use Agreement*
 - *Exhibit E – Customer Travel Policy*
 - *Exhibit F – Order Form and Pricing and any amendments thereof*
 - *Exhibit G – Affidavit*
 - *Exhibit H – MISA Terms and Conditions*
- *Purchase Orders (and PO Changes)*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

The Parties agree as follows:

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. DEFINITIONS. Capitalized terms used herein or in any Order Form, but not defined, have the meaning set forth in <u>Exhibit A</u>. 2. LICENSED SOFTWARE. 2.1. <u>Licensed Software.</u> WellSky grants to Customer (a) a perpetual, non-exclusive, non-transferable, license to use the Licensed Software; or (b) a limited term, non-exclusive, non-transferable, license to use the Licensed Software during the term designated in the Order Form, on the Designated Platform solely | <p>for internal business purposes and subject to the terms of this Agreement and the applicable Order Form. Customer represents that it has authority to bind each Customer affiliate and Permitted User to the terms of this Agreement. To the extent permitted by Tennessee law, Customer shall be responsible for all acts and omissions of all Customer affiliates and Permitted Users.</p> <ol style="list-style-type: none"> 2.2. <u>Limitations.</u> No right to use, copy, modify, create derivative works of, adapt, distribute, disclose, decompile, or reverse engineer the |
|---|---|

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Licensed Software is granted, except as expressly set forth in this Agreement. WellSky reserves title to the Licensed Software and all rights not expressly granted hereunder. Customer may make copies of Licensed Software as necessary for back-up, testing, and archival purposes only. Customer shall approve access for all Permitted Users of the Licensed Software and Sublicensed Software and shall prevent unauthorized access and use of the Licensed Software and Sublicensed Software. Customer may not use any component of the System to provide services to third parties as a service bureau or data processor.

- 2.3. Installation of Designated Platform. Customer shall install all components of the Designated Platform required for operation of the Licensed Software, and shall complete all necessary diagnostic tests to ensure such installation of the Designated Platform is complete and successful.

3. SERVICES.

- 3.1. Cloud Services. During the Cloud Services term set forth in an Order Form, WellSky shall provide Customer (a) a non-exclusive, non-assignable, limited right to access and use the Cloud Services during the Term, solely for Customer's internal business operations and subject to the terms of this Agreement and Order Form, and; (b) Cloud Services support as set forth in Exhibit B or in the applicable Order Form. Exhibit B does not apply to Licensed Software. Customer shall not have any physical access to the Cloud Services hardware.

- 3.2. Support Services. For Licensed Software, WellSky shall provide the Support Services as set forth in Exhibit C or in the applicable Order Form. Exhibit C does not apply to the Cloud Services. WellSky is not obligated to provide Support services for Licensed Software that is not the most current or next to most current release.

- 3.3. Professional Services. Unless otherwise set forth in an Order Form, Professional Services shall be performed on a time and materials basis at WellSky's standard rates.

- 3.4. Customer Responsibilities. Customer shall: (a) approve access for all Permitted Users to

the Cloud Services and shall prevent unauthorized access and use of the Cloud Services. Customer shall not, and shall ensure that its Permitted Users do not: (i) sell, resell, lease, lend or otherwise make available the Cloud Services to a third-party; (ii) modify, adapt, translate, or make derivative works of the Cloud Services; or (iii) sublicense or operate the Cloud Services for timesharing, outsourcing, or service bureau operations, and; (b) provide network connectivity between Customer's local environment and the Cloud Services for the implementation and execution of the Cloud Services as provided in the Documentation; (c) maintain bandwidth of sufficient capacity for the operation of the Cloud Services; (d) have sole responsibility for installation, testing, and operations of Customer facilities, telecommunications and internet services, equipment, and software upon Customer's premises necessary for Customer's use of the Cloud Services, (e) pay all third-party access fees incurred by Customer to access and use the Cloud Services; and (f) comply with all applicable laws.

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

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

5. PROPRIETARY RIGHTS.

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

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

6. PAYMENTS BY CUSTOMER.

6.1. Value. This Agreement has an estimated value of \$158,700.00. The pricing details are included in the applicable Order Form and are made a part of this Agreement by reference.

6.2. Invoicing and Payment. Unless otherwise agreed upon by the parties, WellSky will submit invoices to Customer as follows: annually in advance for Cloud Services; upon execution of an Order Form for Licensed Software; and pursuant to payment terms set forth in the applicable Order Form for any other Services. Customer shall pay all fees for the Licensed Software, System, Services, and Hardware. Customer will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. Invoices that are more than ten (10) days past due may be subject to a finance charge at a rate of interest the lesser of one-and-a-half percent (1.5%) per month or the maximum permissible legal rate.

6.3. Scope of Use. The Licensed Software, Sublicensed Software, and Cloud Services are priced based on certain metrics (e.g. Sites, Deliverables, Patient/Client Census, and/or Permitted Users) as set forth in an Order Form. Customer may only expand its use of the Licensed Software, Sublicensed Software, and/or Cloud Services upon payment of the applicable additional license, support, and service fees at WellSky's then-current rates. Any such fees for additional scope of use will be immediately due and payable.

6.4. Increases. All recurring fees may be increased by WellSky once annually commencing one (1) year following the Effective Date of the applicable Order Form and submitted to the Customer purchasing agent no less than sixty (60) days prior the effective date of such increase. Subscription Software and Services

fees may further be increased upon prior written notice to Customer in the event WellSky's third-party suppliers increase such fees. The preceding limitation shall not apply to any increase in fees attributable to Customer's acquisition of additional Licensed Software or Services. Any such adjustment, if approved by the Customer purchasing agent, shall become effective on the anniversary of the filing of this Agreement with the Customer's official clerk's office as required by law.

6.5. Expenses. Customer shall reimburse WellSky for all pre-approved, reasonable Customer-related travel, lodging, and out-of-pocket expenses. The Parties acknowledge that any expenses must comply with Customer's travel policy, set forth as Exhibit E [Customer Travel Policy].

6.6. Shipping Fees, Taxes. WellSky shall be responsible for taxes on its net income. Furthermore, WellSky understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Customer. The Metropolitan Government is a tax-exempt governmental entity and is not responsible for paying taxes.

6.7. Audit. WellSky reserves the right to audit Customer's use of the System and Cloud Services (remotely or on site) at a mutually agreeable time. If Customer's use is greater than contracted, Customer shall be invoiced for any unlicensed use (and related support), and the unpaid license and support fees shall be payable in accordance with this Agreement. If any increase in fees is required, Customer shall also pay the expenses associated with the audit, which shall not exceed five hundred dollars (\$500.00).

7. LIMITED WARRANTIES AND COVENANTS.

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

7.2. Services Warranty. WellSky warrants that (a) when operated in accordance with the

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Documentation the Cloud Services shall, without material error, perform the functions as set forth in the Documentation, and/or (b) it shall perform the Professional and Support Services in a professional manner in accordance with the applicable Documentation.

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

7.4. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN AN ORDER FORM, WELLSKY DISCLAIMS ALL WARRANTIES, ORAL, WRITTEN, EXPRESS, IMPLIED, OR STATUTORY; INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANT-ABILITY, AND ANY WARRANTY OF NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM TRADE PRACTICE, COURSE OF PERFORMANCE, OR COURSE OF DEALING. WELLSKY DOES NOT WARRANT THAT THE SERVICES SHALL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ALL DEFECTS SHALL BE CORRECTED, OR THAT THE LICENSED SOFTWARE OR SERVICES SHALL MEET CUSTOMER'S REQUIREMENTS. CUSTOMER AGREES THAT THE MANUFACTURERS OR LICENSORS OF HARDWARE AND SUBLICENSED

SOFTWARE MAY PROVIDE CERTAIN WARRANTIES AND OTHER TERMS AND CONDITIONS WITH RESPECT TO THE HARDWARE AND SUBLICENSED SOFTWARE SUPPLIED TO CUSTOMER UNDER THIS AGREEMENT. WELLSKY MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE HARDWARE OR SUBLICENSED SOFTWARE.

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

8. **LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY LAWS OF THE STATE OF TENNESSEE, WELLSKY'S MAXIMUM LIABILITY FOR DAMAGES TO CUSTOMER FOR ANY CAUSE WHATSOEVER ARISING UNDER OR RELATED TO THIS AGREEMENT, IS LIMITED TO TWO (2) TIMES THE FEES PAID UNDER THE ORDER FORM FOR THE AFFECTED SOFTWARE OR SERVICES DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO A CLAIM. NEITHER WELLSKY NOR ITS LICENSORS SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE DAMAGES, OR LOST PROFITS BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY A THIRD-PARTY AGAINST CUSTOMER. WellSky shall not be deemed to be engaged, directly or indirectly, in the practice of medicine or the dispensing of medical services, nor shall it be responsible or liable for the use, application, or interpretation of any information, results, or product generated by or resulting from the Licensed Software or Services, or arising from

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the Customer's use of the Licensed Software or Services.

9. INDEMNIFICATION.

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

9.2. Customer Indemnity. To the extent permitted by law, Customer shall defend, indemnify, and hold WellSky and its officers, directors, and employees harmless from and against any Third-Party Claim and associated costs and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from Customer's use of the Licensed Software, Test Scripts, and Cloud Services, or any claim

by any party receiving services from Customer in connection with the Licensed Software or Cloud Services. Customer asserts that Tennessee law prohibits the Metropolitan Government of Nashville and Davidson County from indemnifying WellSky.

9.3. Indemnification Procedures. To be indemnified, the party seeking indemnification must: (a) give the other party timely written notice of such Third-Party Claim (unless the other party already has notice); provided, however, that failure to give such notice will not waive any rights of the indemnified party except to the extent that the rights of the indemnifying party are prejudiced thereby, and; (b) give the indemnifying party authority, information, and assistance for the Third-Party Claim's defense and settlement. The indemnifying party has the right, at its option, to defend the Third-Party Claim at its own expense and with its own counsel. The indemnified party has the right, at its option, to join in the defense and settlement of such Third-Party Claim and to employ counsel at its own expense, but the indemnifying party shall retain control of the defense. The indemnifying party has the right to settle the claim so long as the settlement does not require the indemnified party to pay any money or admit any fault without the indemnified party's prior written consent, and the parties will work in good faith to ensure that such consent will not be unreasonably withheld, conditioned, or delayed.

10. TERM AND TERMINATION OF LICENSE AND AGREEMENT.

10.1. Term. If applicable, the term of the license to the Licensed Software and/or the right to access the Cloud Services is set forth in an Order Form. This Agreement remains in effect until all Licensed Software and Services expire or are terminated in accordance with this Agreement.

10.2. Termination. This Agreement shall terminate when the license to all Licensed Software licensed under this Agreement terminates, all Services expire or are terminated, or sooner as provided in this Section 10. Either Party may terminate this Agreement and the licenses and/or right to access granted herein if: (a) the other Party materially breaches this Agreement and fails to cure such breach within sixty (60)

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days after receipt of written notice of the same, except in the case of failure to pay fees when due, which must be cured within ten (10) days after receipt of written notice from WellSky; or (b) the other Party becomes the subject of a voluntary proceeding relating to insolvency, receivership, liquidation, bankruptcy, or composition for the benefit of creditors and such petition or proceeding is not dismissed within sixty (60) days of filing. Failure to use the Licensed Software and Updates thereto in accordance with Applicable Law is a material breach of this Agreement. WellSky may terminate this Agreement if any reasonable fee increase is not approved by Customer pursuant to Section 6.3.

- 10.3. Effect of Termination. Upon termination of this Agreement, Customer shall immediately cease all use of the Licensed Software, Sublicensed Software, and/or Cloud Services, and the licenses granted and all other rights of Customer under this Agreement shall terminate and revert to WellSky. Customer shall, within ten (10) days following such termination, destroy or return to WellSky all magnetic media or tangible items and material containing the Licensed Software and its Documentation, and all WellSky Confidential Information, and certify such return or destruction in writing to WellSky.
- 10.4. Survival. The following sections shall survive termination or expiration of this Agreement: Sections 8, 9, 10, 11, 12, and 13; Sections 7.3 through 7.5, as well as any obligation to pay fees arising prior to termination or expiration. In addition, restrictions on use of the Licensed Software and related obligations regarding use in conformance with laws and applicable accreditation standards shall survive as long as the license survives.
- 10.5. Lack of Funding. Should funding for this Agreement be discontinued, Customer shall have the right to terminate this Agreement immediately upon written notice to WellSky. Customer's obligation to pay for Licensed Software or Services performed up to the date of termination shall not be relieved.
- 10.6 Notice. Customer may terminate this Agreement at any time upon thirty (30) days written notice to WellSky. Should Customer terminate this Agreement, WellSky shall immediately cease work and deliver to

Customer, within thirty (30) days, all completed or partially completed satisfactory work, and Customer pay WellSky for all Licensed Software and Services provided up to the date of termination.

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

12. **REGULATORY COMPLIANCE.**

- 12.1. General. WellSky shall make available to the Secretary of Health & Human Services or Comptroller General of the United States its books, documents, and records necessary to verify the nature and extent of the costs of those Services. Said access shall be limited to a period of four (4) years after the provision of the applicable services hereunder. Customer may request from WellSky copies of any records relating to fees paid by Customer pursuant to this Agreement.
- 12.2. HIPAA. The parties agree to the terms of the Business Associate Exhibit that is attached hereto as Exhibit D.

13. **INSURANCE**

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- 13.1. Proof of Insurance. During the term of this Agreement, for any and all awards, WellSky shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Agreement, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required including Customer as additional insured, with the exception of Worker's Compensation Insurance.
- 13.2. Product Liability Insurance. In the amount of one million (\$1,000,000.00) dollars per occurrence and aggregate
- 13.3. General Liability Insurance. In the amount of one million (\$1,000,000.00) dollars per occurrence and aggregate.
- 13.4. Automobile Liability Insurance. In the amount of one million (\$1,000,000.00) dollars combined single limit.
- 13.5. Professional Liability Insurance (Technological Errors and Omission) In the amount of one million (\$1,000,000.00) dollars per claim and aggregate.
- 13.6. Cyber Liability Insurance. In the amount of one million (\$1,000,000.00) dollars per claim and aggregate.
- 13.7. Worker's Compensation Insurance. WellSky shall maintain workers' compensation insurance with statutory limits required by applicable laws.
- 13.8. Such insurance shall: Contain or be endorsed to contain a provision that includes Customer, as additional insureds with respect to liability arising out of work or operations performed by or on behalf of WellSky, with the exception of Worker's Compensation Insurance, including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes Customer as additional insureds with respect to liability arising out of

automobiles owned, leased, hired, or borrowed by or on behalf of WellSky.

- 13.9. Other Insurance Requirements. Prior to commencement of services, WellSky shall furnish Customer with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire except on 30 days' prior written notice to:

PROCUREMENTCOI@NASHVILLE.GOV
(preferred method)

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed.

Said insurance shall be with an insurer having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the Customer Director of Risk Management Services.

14. GENERAL PROVISIONS.

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

- 14.2. Data Use. Notwithstanding any other terms to the contrary in a prior or contemporaneous agreement, Customer grants WellSky permission to use data from Customer to help WellSky to provide the Licensed Software and/or Services to Customer and to enhance the Licensed Software and/or Services it provides. Customer grants WellSky permission to combine Customer's data, and more specifically, a Limited Data Set as defined in 45 CFR § 164.514(e)(1), if any, with other data in a way that does not identify

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(a) Customer or (b) any individual. Customer also grants WellSky permission to use this combined Limited Data Set information to create new predictive algorithms and other similar products and services.

- 14.3. Information Ownership. All Customer Data is and shall be the sole property of Customer. WellSky hereby waives any and all statutory and common law liens it may now or hereafter have with respect to Customer Data. Nothing in this Agreement or any other agreement between Customer and WellSky shall operate as an obstacle to Customer's right to retrieve any and all Customer Data from WellSky or its agents or to retrieve such Customer Data or place such Customer Data with a third party for provision of services to Customer.
- 14.4. Injunctive Relief. Customer acknowledges WellSky's assertion that any breach by Customer of Section 2, 3.4, or 11 of this Agreement shall cause WellSky irreparable harm not compensable with money damages, and that in the event of such breach, WellSky shall be entitled to seek injunctive relief, without bond, from any court of competent jurisdiction.
- 14.5. Assignment. Neither Party shall assign its rights, duties or obligations under this Agreement without the prior written consent of the other Party and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, WellSky may assign this Agreement to an affiliate or in connection with any merger, reorganization or sale of substantially all of WellSky's assets or other change of control transaction without any consent from Customer.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO WELLSKY UNDER THIS AGREEMENT MUST BE SENT TO THE ATTENTION OF:

PRG@NASHVILLE.GOV

(preferred method)

OR

**METRO PURCHASING AGENT
DEPARTMENT OF FINANCE
PROCUREMENT DIVISION
730 2ND AVENUE SOUTH
PO BOX 196300
NASHVILLE, TN 37219-6300**

Funds Assignment should contain complete contact information (contact person, organization name, address, telephone number, and email) for Customer to use to request any follow up information needed to complete or investigate the requested funds assignment. In the event Customer objects to such assignment under this Section, Customer and WellSky will agree to review in good faith to resolve any such objections.

- 14.6. Relationship of the Parties. WellSky is an independent contractor, and none of WellSky's employees or agents shall be deemed employees or agents of Customer. Nothing in this Agreement is intended or shall be construed to create or establish any agency, partnership, or joint venture relationship between the Parties.
- 14.7. Export. Customer agrees to comply with all export and re-export restrictions and regulations of the Department of Commerce or other United States agency or authority, and not to transfer, or authorize the transfer of, the Licensed Software or the Sublicensed Software to a prohibited country or otherwise in violation of any such restrictions or regulations.
- 14.8. Notices. All notices, requests, demands or other communication required or permitted to be given by one Party to the other under this Agreement shall be sufficient if sent by certified mail, return receipt requested. The sender shall address all notices, requests, demands or other communication to the recipient's address as set forth on the first page of this Agreement, and in the case of WellSky, to the attention of President and General Counsel and in the case of Customer, to the attention of Judith Tackett, director of Homeless Impact Division.
- 14.9. Severability. If any provision of this Agreement or any Order Form adopted in connection herewith is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby and the illegal provision shall be replaced with a legal provision that encapsulates the original intent of the Parties.

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- 14.10. Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous agreement or understandings with respect to the subject matter of this Agreement. In the event of a conflict between this Agreement and an Order Form, the Agreement shall control. This Agreement shall be construed as if both Parties had equal say in its drafting, and thus shall not be construed against the drafter. This Agreement may be modified only by a written agreement signed by all of the Parties hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws. No waiver or consent granted for one matter or incident will be a waiver or consent for any different or subsequent matter or incident. Waivers and consents must be in writing and signed by an officer of the other Party to be effective.
- 14.11. Limitation on Actions. To the extent permitted by Tennessee law, neither party may bring any action arising out of or otherwise associated with this Agreement or the rights granted hereunder (other than failures to pay) more than three years after the cause of action accrues.
- 14.12. Discounts. Customer is reminded that if the purchase includes a discount or loan, Customer may be required to fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal health care program, including but not limited to Medicare and Medicaid, as required by federal law – see 42 CFR 1001.952 (h).
- 14.13. Purchase Orders; Acceptance of Quotes; Access. If Customer submits its own terms which add to, vary from, or conflict with the terms herein in Customer's acceptance of a price quotation or in a purchase order, or to WellSky's employees, agents, and/or contractors in the course of WellSky providing the Licensed Software and/or Services, any such terms are of no force and effect and are superseded by this Agreement.
- 14.14. Governing Law. This Agreement will be governed by, construed, and interpreted in accordance with the laws of the State of Tennessee, excluding its rules of conflicts of law. Both parties hereby consent and submit

to the courts located solely in the state of Tennessee.

- 14.15. Iran Divestment Act. In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., WellSky confirms that to the best of its knowledge and belief, WellSky is on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Customer contracts.
- 14.16. Ethical Standards. WellSky hereby agrees that WellSky has not been retained or retained any persons to solicit or secure a Customer contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Customer contracts.

It shall be a breach of the Ethics in Public Contracting standards in the Metropolitan Code of Laws for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical and legal standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Customer

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contracts. Pursuant to Metropolitan Code of Laws, Section 4.48.02, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the applicable ethical standards prescribed in Section 4.48 of the Code. By signing this contract, WellSky agrees it has read the standards in Section 4.48 and understand that it is obligated to follow those applicable to WellSky. Violation of any of those applicable standards is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48.

operation of its programs, services, and activities.

14.17. Informal Dispute Resolution. The Parties agree that the performance of this Agreement shall be enhanced by the timely resolution of any dispute between them. Therefore, before either Party files a lawsuit for a breach of this Agreement (except in circumstances where a Party is seeking emergency injunctive relief) the Parties hereby agree to submit to the following resolution process: (i) the aggrieved Party shall provide the other Party written notice that dispute resolution is required with a detailed description of the issues causing the dispute; (ii) within 10 business days thereafter, both Parties will appoint a representative (who must be a Vice President or higher and have the authority to resolve disputes) and give notice to the other Party of the name and title of the representative; and (iii) within 10 business days thereafter the named representatives shall meet in person at Customer's site with the sole purpose of resolving the issues causing the dispute. Neither Party shall be compensated for any time or expense related to the dispute resolution process

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

15. NONDISCRIMINATION

15.1. Customer's Nondiscrimination Policy. It is the policy of Customer not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or

15.2. Non-Discrimination. WellSky shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or disability in violation of federal or state law.

Contract Number 455595

Notices and Designation of Agent for Service of Process

All notices to METRO shall be mailed or hand delivered to:

PURCHASING AGENT

PROCUREMENT DIVISION

DEPARTMENT OF FINANCE

PO BOX 196300

NASHVILLE, TN 37219-6300

PRG@NASHVILLE.GOV

(THE FOLLOWING MUST BE COMPLETED BY CONTRACTOR. N/A OR "X" IS NOT ACCEPTABLE)

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: WellSky Corporation

Attention: Legal Department

Address: 11300 Switzer Road, Overland Park, KS 66210

Telephone: 913-307-1000

Fax: 913-871-9571

E-mail: legalcontracts@wellsky.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

(THIS SECTION MUST BE COMPLETED)

Designated Agent: WellSky Corporation

Attention: Legal Department

Address: 11300 Switzer Road, Overland Park, KS 66210

E-mail: legalcontracts@wellsky.com

[SPACE INTENTIONALLY LEFT BLANK]

Contract Number 455595**Effective Date**

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY****APPROVED AS TO PROJECT SCOPE:**

Renee Pratt YH
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:**

Michelle D. Hernandez Lane JLR
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Cumbotto TE kk
Director of Finance OMB BA

APPROVED AS TO FORM AND LEGALITY:

Neki Eke BL
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

Elizabeth Waites 10/7/2020 | 7:19 AM CDT
Metropolitan Clerk Date

CONTRACTOR:wellsky Corporation

Company Name

Steve Greenberg

Signature of Company's Contracting Officer

Steve Greenberg

Officer's Name

SVP

Officer's Title

EXHIBIT A - DEFINITIONS

- a. **“Affiliate”** means with respect to WellSky, any other entity directly or indirectly, through one or more intermediaries, Controlling, Controlled by, or under common Control with such entity.
- b. **“Applicable Law”** means any law or regulation, or related administrative agency requirement affecting or governing the features, functionality, use, testing or Validation of any of the Licensed Software, including validation requirements affecting Regulated Licensed Software, or Cloud Services.
- c. **“Cloud Services”** means, collectively, the WellSky software as a service offering listed in an Order Form and defined in the Documentation, including (i) the WellSky hosted software and any upgrades, enhancements, or new releases thereto, (ii) hardware and other equipment at WellSky’s hosting site, and (iii) use of the telephone support for Customer in the operation of the Cloud Services. The term “Cloud Services” does not include Professional Services.
- d. **“Concurrent User”** means each Customer workstation able to simultaneously access the System at any given moment, for purposes of updating the System.
- e. **“Confidential Information”** means (i) the source and object code of all components of the System, (ii) the Documentation, (iii) the Test Scripts, (iv) the design and architecture of the database, (v) the terms and conditions of this Agreement, and (vi) all other information of a confidential or proprietary nature disclosed by one Party to the other Party in connection with this Agreement which is either (x) disclosed in writing and clearly marked as confidential at the time of disclosure or (y) disclosed orally and clearly designated as confidential in a written communication to the receiving Party within 7 days following the disclosure. “Confidential Information” shall not include information (a) publicly available through no breach of this Agreement, (b) independently developed or previously known to it, without restriction, prior to disclosure by the disclosing Party, (c) rightfully acquired from a third-party not under an obligation of confidentiality.
- f. **“Control”** over an Affiliate means (a) ownership of at least fifty percent (50%) of such Affiliate, or (b) the right to determine management direction of such Affiliate.
- g. **“Customer Data”** means the Customer information processed by the Licensed Software or Cloud Services at the direction of Customer.
- h. **“Designated Platform”** means the required operating environment for the Licensed Software, including all necessary hardware and software components, specified in an applicable Order Form or Documentation.
- i. **“Documentation”** means the most recent documentation of the functional operation of the Licensed Software and Cloud Services; provided that if the Licensed Software is a product that is cleared by the FDA, Documentation means the documentation provided to the FDA in connection with the FDA Clearance.
- j. **“FDA Clearance”** means the 510(k) clearance received by WellSky from the Food and Drug Administration that authorizes the commercialization of the Regulated Licensed Software and sets forth the specific parameters of use for the Regulated Licensed Software on the Designated Platform.
- k. **“First Productive Use”** means the day Customer begins using any part of the System or Cloud Services in a live production environment.
- l. **“Hardware”** means any computer hardware (including, as applicable, embedded or bundled third-party software provided as a component of such hardware) identified in an Order Form to be purchased by Customer from WellSky.

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- m. **“Licensed Software”** means the object code version of computer programs developed by WellSky listed in Section I of an Order Form, including Updates furnished to Customer by WellSky pursuant to this Agreement or any Order Form, but excluding all Sublicensed Software or third-party software.
- n. **“Order Form”** means a work authorization executed by the Parties from time to time, including the Order Forms(s) attached hereto setting forth the items being purchased by the Customer, scope of use, pricing, payment terms and any other relevant terms, which will be a part of and be governed by the terms and conditions of this Agreement.
- o. **“Patient/Client Census”** means the number of patients or clients that Customer is treating, calculated as described in the applicable Order Form.
- p. **“Permitted User”** means an authorized user of the Licensed Software, Sublicensed Software, and/or Cloud Services as described in the applicable Order Form.
- q. **“Professional Services”** means, collectively, the implementation, installation, data conversion, validation, or training services provided by WellSky under or in connection with this Agreement.
- r. **“Program Error”** means an error or bug preventing the Licensed Software from operating in accordance with the Documentation in all material respects.
- s. **“Regulated Licensed Software”** means Licensed Software that is subject to the 510(k) clearance requirements as promulgated by the United States Food and Drug Administration.
- t. **“Services”** means the Cloud Services, Professional Services and the Support Services set forth in an Order Form.
- u. **“Site”** means each of the Customer facility or facilities specified in an Order Form and for whom Customer (a) owns at least 50%, or (b) has the right to determine management direction.
- v. **“Support Services”** shall mean the services to keep the Licensed Software in working order and to sustain useful life of the Licensed Software, including Updates and specified in an Order Form.
- w. **“Sublicensed Software”** shall mean those programs provided to WellSky by a third-party, which WellSky sublicenses to Customer hereunder, for use with the Licensed Software, and any Updates thereto, provided to Customer by WellSky under the terms of this Agreement.
- x. **“System”** shall mean the Licensed Software (all or less than all of the Licensed Software) and Sublicensed Software, if any, and any Updates thereto.
- y. **“Test Scripts”** means WellSky’s test scripts designed by WellSky to assist in Customer’s Validation of certain Regulated Licensed Software.
- z. **“Update”** means any error corrections, bug fixes, enhancements, and/or new features to the Licensed Software or Test Scripts that WellSky makes generally commercially available to its customers who have a current Maintenance and Support Agreement. Updates do not include modules, scripts, or software that WellSky prices or markets separately.
- aa. **“Upgrade”** means the provision of any error corrections, bug fixes, enhancements, and/or new features to the Cloud Services that WellSky makes generally commercially available to its customers who have current Cloud Services subscriptions. Upgrades do not include modules or features that WellSky prices and markets separately.
- bb. **“Validation”** means the procedure performed by Customer to validate the Licensed Software pursuant to certain rules and regulations promulgated by the Food and Drug Administration.

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- cc. **“Warranty Period”** means either the period set forth in an Order Form, or if not specified, twelve months from the execution of the applicable Order Form.
- dd. **“Work Product”** means any technology, documentation, software, procedures developed, conceived or introduced by WellSky in the course of WellSky performing Services, whether acting alone or in conjunction with Customer or its employees, Permitted Users, affiliates or others, designs, inventions, methodologies, techniques, discoveries, know-how, show-how and works of authorship, and all United States and foreign patents issued or issuable thereon, all copyrights and other rights in works of authorship, collections and arrangements of data, mask work rights, trade secrets on a world-wide basis, trademarks, trade names, and other forms of corporate or product identification, and any division, continuation, modification, enhancement, derivative work or license of any of the foregoing.

EXHIBIT B
WELLSKY CLOUD SERVICES SUPPORT TERMS

This Exhibit B sets forth certain WellSky Cloud Services support requirements. From time-to-time, these obligations may change upon notice by WellSky to Customer. This Exhibit B only applies to Cloud Services. This Exhibit does not apply to Licensed Software.

1. DEFINITIONS.

- 1.1. **“Access Protocols”** means industry standard internet access protocols through which WellSky makes the Cloud Services accessible to the Customer which includes, unless otherwise specified by the product or service contract for, HTTPS and FTPS.
- 1.2. **“Core System Functionality”** means functionality that does require real time availability for effective use of Cloud Services. Core system functionality includes all features required to commence a user session and performs end user operations, including create, read, update and delete operations “Scheduled Downtime” means the total amount of time.
- 1.3. **“Non-Core System Functionality”** means functionality that does *not* require real time availability for effective use of the Cloud Services. This explicitly includes, but is not limited to, reporting and background batch processing.
- 1.4. **“Scheduled Downtime”** means the time which the Core System Functionality is unavailable for access to Customer’s active Permitted Users according to the Access Protocols, due to scheduled system maintenance performed by or on behalf of WellSky.
- 1.5. **“Unscheduled Downtime”** means the time during which the Core System Functionality is unavailable for access by Customer’s Permitted Users according to the Access Protocols, other than for Scheduled Downtime and the exceptions otherwise stated in the Agreement. Unscheduled Downtime will not include, without limitation, any downtime arising from: (i) Customer’s breach of any provision of the Agreement; (ii) non-compliance by Customer with any provision of the Agreement; (iii) incompatibility of Customer’s equipment or software with the Cloud Services; (iv) poor or inadequate performance of Customer’s systems; (v) Customer’s equipment failures; (vi) acts or omissions of Customer or its Permitted Users, contractors or suppliers; (vii) telecommunication or transportation difficulties; (viii) Customer’s network and internet service provider, (ix) public internet, (x) security exposure, or (xi) force majeure (as described in the Agreement).

2. TERM.

UNLESS OTHERWISE SET FORTH IN AN ORDER FORM, SUPPORT FOR THE CLOUD SERVICES ARE AVAILABLE AS OF THE EFFECTIVE DATE OF THE APPLICABLE ORDER FORM(S) AND SHALL CONTINUE UNTIL TERMINATION OF THE APPLICABLE CLOUD SERVICES AS PERMITTED IN THE AGREEMENT AND/OR THE APPLICABLE ORDER FORM .

3. TELEPHONE SUPPORT.

WellSky shall provide telephone and portal issue support to assist Customer with the use of the Cloud Services and to assist with issue resolution during the term of this Agreement. The portal support will be available 24 hours a day and telephone support will be available during the hours posted by WellSky.

4. AVAILABILITY.

After First Productive Use and during the Term, WellSky shall use commercially reasonable efforts to provide the Cloud Services via the Internet twenty-four (24) hours a day, seven (7) days a week, in accordance with the terms of the Agreement.

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Periodically, WellSky will require Scheduled Downtime. Scheduled Downtime will normally be scheduled outside of normal business hours, with twenty-four (24) hours' notice, or in the event of a more urgent need WellSky may give less notice to resolve an immediate security need. It is anticipated that there will be weekly scheduled downtime for system maintenance, WellSky will post the standard downtime publicly for all WellSky customers.

Customer acknowledges and agrees that, from time to time, the Cloud Services may be inaccessible or inoperable for the following reasons: (i) equipment malfunctions; (ii) periodic maintenance; or (iii) catastrophic events beyond the control of WellSky or that are not reasonably foreseeable by WellSky, including interruption or failure of telecommunication or digital communication links or hostile network attacks. Customer shall report any Unscheduled Downtime by calling WellSky customer support with the provided support number within one (1) day of its occurrence.

5. UPGRADES.

During the Term of the Cloud Services, WellSky may make Upgrades available to Customer pursuant to WellSky's standard release cycle. WellSky reserves the right to determine the content and availability of all Cloud Services, including without limitation, Upgrades. Any enhancements or additions made to an interface as requested by Customer are not part of this Exhibit B and may increase the monthly charge by an amount which reflects the extent of the change. Documentation updates shall generally be distributed to Customer with each Upgrade.

6. INTERNET CONNECTION DEPENDENCE.

The performance and availability of the Cloud Services are directly dependent upon the quality of Customer's Internet connection. WellSky will aid the Customer in determining the quality of their Internet connection via the use of tools designed to measure throughput. This information may then be used to make an informed decision by Customer regarding Internet Service Provider ("ISP") selection. Failure of the Customer's Internet connection to maintain satisfactory throughput and latency is outside the scope of WellSky's responsibility, and should be addressed by Customer directly with the ISP. WellSky cannot be held responsible for Internet infrastructure failures.

EXHIBIT C
LICENSED SOFTWARE SUPPORT TERMS

This Exhibit C sets forth certain WellSky Licensed Software support terms. From time-to-time, these obligations may change upon notice by WellSky to Customer. This Exhibit C only applies to Licensed Software. This Exhibit does not apply to Cloud Services.

1. TERM.

UNLESS OTHERWISE SET FORTH IN AN ORDER FORM, SUPPORT SERVICES ARE EFFECTIVE FOR AN INITIAL TERM OF **THREE (3) YEARS** BEGINNING ON THE EFFECTIVE DATE OF THE ORDER FORM (THE "SUPPORT EFFECTIVE DATE"). This Exhibit C only applies to the Licensed Software.

2. SERVICE REINSTATEMENT.

In the event Support is allowed to lapse (other than for breach by WellSky) and is later reinstated, Customer shall be required to pay a reinstatement charge of Ten Thousand Dollars (\$10,000), plus back charges for all months that Support lapsed, including appropriate late charges. Customer may be responsible for expenses incurred to inspect Hardware or reload Licensed Software to the current release version after any lapse in Support.

3. SERVICES PROVIDED.

WellSky shall provide standard support services for supporting Customer's live productive use of the Licensed Software set forth on an applicable Order Form on the Designated Platform. For purposes of Support, "standard support services" shall include using commercially reasonable efforts to repair or provide a work around for all reproducible Program Errors. Standard support services shall also include providing Updates. So long as Customer is current in Support fees and Customer complies with the terms and conditions of the Agreement, the Licensed Software shall operate in accordance with the Documentation, in all material respects.

4. TELEPHONE SUPPORT.

- a. Priority Levels. Customer may request, and WellSky shall provide, reasonable technical consultation by telephone 24 hours a day, 365 days of a year. WellSky shall maintain a log of technical consultation requests in a tracking system and a unique number shall be assigned to Customer's request. That unique number shall be provided to Customer for reference and communication. WellSky shall assign to technical consultation requests one of three levels of priority:
 - i. Level 1 is the most severe Program Error and represents a situation where all features and functions of the Licensed Software are unavailable and no practical alternate mode of operation is available. WellSky shall use commercially reasonable efforts to answer or return Level 1 calls within four (4) hours.
 - ii. Level 2 indicates a problem in which certain features and functionality are not available and no practical alternate mode of operation is available. Priority 2 requests will be assigned to the next available programmer.
 - iii. Level 3 is the normal next-in-line priority assignment. Priority 3 requests will be worked on in the order in which they are received.
- b. Problem Resolution. WellSky shall provide technical consultation solutions to Level 1, Level 2 and Level 3 issues as quickly as reasonably possible, in light of the problem. If a Level 1 or Level 2 issue requires a change to the Licensed Software, the change will be sent to Customer as soon as available. If a Level 3 issue requires a change to the software, the change will be provided in a regularly scheduled Update.

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- c. Service Location. WellSky shall provide technical consultation from its business premises, except that WellSky, at its own discretion, may dispatch a technical services representative to Customer's facility for all Program Errors that WellSky is unable to correct by providing technical consultation from WellSky's premises.

5. UPDATE.

During the Term of this Exhibit C, WellSky may make Updates available to Customer. WellSky reserves the right to determine the content and availability of all software, including without limitation, Updates. Any enhancements or additions made to an interface as requested by Customer are not part of this Exhibit C and may increase the monthly charge by an amount which reflects the extent of the change. Documentation updates shall generally be distributed to Customer with each Update. All Updates may be loaded only based upon instructions provided by WellSky's customer service personnel. WellSky must be notified, in writing, before the loading of operating system software updates, third-party software updates or installing new hardware to the System. WellSky shall provide assistance by telephone during normal business hours.

6. CUSTOMER PARTICIPATION.

WellSky's obligations are conditioned on Customer fulfilling its obligations hereunder, including, without limitation:

- a. Providing WellSky with all information and assistance necessary to detect, simulate or reproduce and correct any Program Errors.
- b. Providing WellSky access to the System and its related operating environment for the purpose of providing WellSky services;
- c. Causing all equipment and facilities which are used in connection with the operation or security of System and Hardware to be maintained properly and in good operating condition as specified by the applicable manufacturer. All charges for such media and services shall be the sole responsibility of Customer.
- d. Maintaining regular back-ups of data files, application source code (if applicable) and operating system software.
- e. Strict compliance with the terms and conditions of the Agreement, including without limitation, the terms and restrictions on the license grant.

EXHIBIT D
BUSINESS ASSOCIATE/DATA USE AGREEMENT

BACKGROUND

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

TERMS

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

Contract Purchase Agreement 455595

- e. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by the BAA of which it becomes aware.
- f. Business Associate shall notify Covered Entity of a breach of the Privacy Rule relating to the impermissible use or disclosure of Protected Health Information provided to the Business Associate for purposes of carrying out its obligations under the Agreement. Unless otherwise required by law or agreed to by the parties, it shall be the responsibility of Covered Entity to communicate with affected individual(s), the Secretary and the media information regarding the unintended use or disclosure.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same or similar restrictions and conditions that apply through this BAA to Business Associate with respect to such information.
- h. If Business Associate maintains Protected Health Information in a Designated Record Set for Covered Entity, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner reasonably designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524 of the Regulations. In the event a request for access is delivered directly to Business Associate by an Individual, Business Associate shall as soon as possible, forward the request to Covered Entity.
- i. If Business Associate maintains Protected Health Information in a Designated Record Set for Covered Entity, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 of the Regulations at the request of Covered Entity or an Individual, and in the time and manner reasonably designated by Covered Entity. In the event a request for amendment is delivered directly to Business Associate by an Individual, Business Associate shall as soon as possible, forward the request to Covered Entity.
- j. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary, in a time and manner reasonably designated by Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Regulations.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528 of the Regulations.
- l. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner reasonably designated by Covered Entity, information collected in accordance with Section 2(k) of this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528 of the Regulations. In the event a request for accounting is delivered directly to Business Associate by an Individual, Business Associate shall as soon as possible, forward the request to Covered Entity.
- m. Notwithstanding anything to the contrary in the Agreement, any reporting or notification obligations of Business Associate pursuant to this BAA shall be provided to [Covered Entity's compliance contact's email address] and shall satisfy any such reporting or notification requirements under this BAA.

3. Permitted Uses and Disclosures by Business Associate

- a. Except as otherwise limited in this BAA, Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity in connection with the BAA and any other agreements in effect between Covered Entity and Business Associate, including without limitation the provision of software implementation and support services, provided that such use or disclosure would not violate the Regulations if done by Covered Entity.
- b. Except as otherwise expressly limited in this BAA, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

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- c. Except as otherwise expressly limited in this BAA, Business Associate may disclose Protected Health Information for disclosures that are Required By Law, or if Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise expressly limited in this BAA, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).
- e. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

4. Termination.

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

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

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

5. Obligations of Covered Entity.

- a. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

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

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

7. Miscellaneous.

- a. De-Identified Information. Business Associate may de-identify Protected Health Information obtained by Business Associate under this BAA in compliance with 45 CFR § 164.502(d) and 45 CFR § 164.514(a) and (b). Pursuant to 45 CFR § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this BAA.
- b. Data Use. Business Associate may use and disclose Protected Health Information obtained by Business Associate under this BAA to create a limited data set without any of the identifiers listed in 45 CFR § 164.514(e) ("Limited Data Set") for research, public health, and health care operations purposes. Business Associate may not use or further disclose a Limited Data Set for any other purpose, except as may otherwise be Required by Law. Business Associate must use appropriate safeguards to prevent use or disclosure of a Limited Data Set other than as provided for herein. Business Associate must report to Covered Entity any use or disclosure of a Limited Data Set not provided for herein of which Business Associate becomes aware. Business Associate must ensure that any agents to whom Business Associate provides a Limited Data Set agree to the same or substantially similar restrictions and conditions that apply to Business Associate with respect to such information. Business Associate may disclose a Limited Data Set to any recipient that agrees to the same or substantially similar restrictions and conditions that apply to Business Associate with respect to such information. With respect to any particular Limited Data Set, Business Associate will not use the Limited Data Set in such a way as to identify any individual whose data is incorporated in the Limited Data Set or to contact any such individual.
- c. Changes to Regulations. If the Regulations are amended in a manner that would alter the obligations of WellSky as set forth in this BAA, then the parties agree in good faith to negotiate mutually acceptable changes to the terms set forth in this BAA.
- d. Survival. The respective rights and obligations of Business Associate under Section 4(c) of this BAA shall survive the termination of this BAA.
- e. Minimum Necessary. Covered Entity shall only provide a minimum amount of Protected Health Information necessary for the Business Associate to satisfy its obligations under the Agreement.
- f. Interpretation. Any ambiguity in this BAA shall be resolved to permit compliance with the Regulations.
- g. Incorporation. Except for Covered Entity, no third-party may rely on the terms, conditions, rights, remedies or obligations hereunder. The terms of this BAA are fully incorporated in and subject to the terms of the Agreement.

Exhibit E - Customer Travel Policy

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|---|------------------------------------|--|
| Metropolitan Government of Nashville and Davidson County | Subject: Travel | Revision Date: June 14, 2019 |
| Finance Dept. Policy: Division of Accounts #18 Effective Date: October 1, 2003 | Sponsor: Finance - Accounts | Pg. 1 of 6 |

Purpose

The purpose of this Policy Statement is to establish uniform guidelines across the Metropolitan Government of Nashville & Davidson County (Metro) for payment of travel expenses incurred by both employees and non-employees that are funded by Metro while conducting official Metro business.

Definitions

CONUS – Database maintained by the United States General Services Administration within the Continental United States (CONUS) that lists various rates for different cities.

In-State Travel – Travel with a starting point and ending destination within the boundaries of the State of Tennessee. The department or agency head is authorized to approve all in-state travel.

Official Station - The location from which the employee performs the major portion of his/her assigned duties or the work station closest to an employee's residence for employees with multiple work stations. The residence of the employee becomes the official station for an employee required to be on call or for employees who leave from their residence to begin travel for Metro.

Out-of-State Travel – Travel where the ending destination is outside of the boundaries of the State of Tennessee. All out-of-state travel must be approved by the Director of Finance after it has been approved by the department or agency head.

Rand McNally Point to Point Mileage – Database owned by Rand McNally for obtaining driving directions and calculating the distance between the starting and ending destinations.

Travel Application – Metro's travel application system for travel authorization requests.

Travel Procedures – Detailed guidelines that describe the processes, forms, and Internet and Intranet links to enable employees who travel while conducting business for Metro to comply with this travel policy.

Travel Reimbursement – Repayment for out-of-pocket expenses for persons traveling while performing business for Metro.

1) General Policies

- a) When traveling, employees should be as conservative as circumstances permit. The lower cost shall be selected whenever practical. Reimbursement for travel shall be based upon the most direct or expeditious route possible. Employees traveling by an indirect route must assume any extra expense incurred.
- b) It is the responsibility of the employee to be familiar with and adhere to the established travel policy. Deliberate disregard of this policy while traveling on official business or filing an intentionally misleading or fraudulent travel reimbursement claim is grounds for disciplinary action.

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| Metropolitan Government of Nashville and Davidson County | Subject: Travel | Revision Date: June 14, 2019 |
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- c) Out-of-state and in-state travel authorization requests, rental car requests and Metro vehicle requests for Metro employees must be submitted through the online travel application.
- d) Receipts are required as follows:
 - i) If a Metro credit card is used, receipts are required for all purchases in accordance with Metro credit card policies.
 - ii) If a personal card or advance is used, receipts are required for all lodging.
 - iii) If a personal card or advance is used, receipts are not required for meals.
- e) All travel must be authorized in advance by the proper departmental authority. Approved Metro travel is the basis for reimbursement in accordance with this policy.
- f) Authorization to take advantage of travel savings may be granted to employees when an overall net cost savings to Metro would result from an employee going outside the limitations of this policy. This option can only be exercised at the convenience of Metro. Complete documentation of the cost savings calculation must be included in the travel authorization process.
- g) The department or agency head is responsible for establishing the official station of the employee.
- h) It is ultimately the responsibility of the department or agency head to ensure that all employees adhere to this Travel Policy, that all appropriate approvals are obtained and documented and that all documentation supporting approvals and travel expenses are maintained by the department or agency.
- i) In addition to complying with this travel policy, when traveling all employees must also follow the requirements of Section 2.222.020 of the Metropolitan Code, any applicable Mayoral Executive Orders pertaining to ethical conduct and the requirements of the *Civil Service Rules, Appendix I, Subject: Ethics, Conflicts of Interest and Acceptance of Gifts on the Part of Employees of the Metropolitan Government*.

2) Travel Expenses:

- a) Metro Employees can use a Metro credit card to pay for travel related expenses. Charges made on credit cards must be in made in accordance with the credit card policies and procedures and with this travel policy.
- b) Metro employees who do not have a Metro credit card should book all major travel expenses through a designated departmental credit card holder. This would include airfare, hotels, rental cars, conference registrations and similar expenses. Alternatively, the traveler can use personal funds for major expenses, then follow the travel expense reimbursement policy upon return.
- c) The traveler should use personal funds during the trip for meals, ground transportation and similar minor expenses and follow the procedure for travel expense reimbursement upon return.

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- d) The employee or other person travelling on Metro business must submit a travel reimbursement claim within 15 days of return, along with all the required receipts and backup documentation, regardless of whether he/she is due reimbursement from Metro.
- e) The use of travel advances is strongly discouraged. Departments or agencies issuing travel advances will be responsible for tracking and accounting for all travel advances, including collecting travel advances in any situations where employees or others do not submit a travel reimbursement claim and backup documentation within 15 days of return.

3) Transportation:

- a) Reservations for all air travel shall be the responsibility of each department or agency. Advantage of discount fares and advance booking shall be taken whenever practical, and fares shall not exceed the regular tourist or coach fares offered the general public.
- b) Reasonable taxi or rideshare fares are allowed from airports. Bus, limousine or light rail service to or from airports will be used when available and practical. In traveling between hotel, other lodging, meeting or conference sites, reasonable taxi or rideshare fares will be allowed. Taxi or rideshare fare reimbursements are not allowed from conference and meeting sites for meals unless exceptional circumstances exist and are documented.
- c) Advance authorization from the department or agency head and the Director of Finance must be secured before renting a car, whether for in-state or out-of-state travel, and the Division of Insurance and Claims must be notified in advance.
- d) Except for transporting prisoners, the use of Metro owned vehicles for out-of-county travel will generally be limited to a surrounding county without an overnight stay. For longer distances or for overnight travel when air travel is not available or appropriate, a midsize car should be rented from the major car rental agency offering the most favorable rate. The department or agency head can request exceptions to this policy from the Director of General Services.
- e) Physical damage insurance with a deductible (collision and comprehensive) shall be purchased when renting a vehicle for official business. A copy of the rental authorization form, a copy of the rental contract and an itemized receipt must be attached to the travel claim.
- f) Whenever possible, employees should refuel before returning the rented vehicle.
- g) The standard mileage reimbursement rate used by Metro is established by the United States General Services Administration. When using a personal vehicle, only mileage on official Metro business may be claimed for reimbursement. Mileage published by Rand-McNally or similar reliable internet travel sites (starting point and destination) for driving routes will be regarded as official. Reasonable mileage incurred while at the destination will also be allowed.
- h) When using a personal vehicle, procedures for calculating mileage are based on the fact that Metro does not reimburse employees for normal commuting mileage.

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- i) If an employee begins or ends a trip at his/her official station, reimbursable mileage will be the mileage from the official station to the destination.
 - ii) If work is performed by an employee in route to or from his/her official station, reimbursable mileage is computed by deducting the employee's normal commuting mileage from the actual mileage driven.
 - iii) If an employee begins or ends his/her trip at his/her residence without stopping at his/her official station, reimbursable mileage will be the lesser of the mileage from the employee's residence to his/her destination or his/her official station to the destination.
 - iv) If an employee travels between destinations without returning to his/her official station or his/her residence, reimbursable mileage is the actual mileage between those destinations.
- i) Employees driving any non-Metro vehicle on official business must have completed the defensive driving course as required by Section 12.08.120 of the Metro Code and are responsible for having liability insurance that meets all the requirements of applicable state law. Mileage will not be reimbursed for the use of a personal vehicle unless the defensive driving course has been completed and the employee is current as reported in the Department of Human Resources training records. It shall be the responsibility of the department or agency head to ensure that this requirement is met prior to submission of mileage reimbursement requests.
 - j) When employees use their personal vehicle for official business, their personal auto coverage will be primary up to limits of their policies. Metro's self-insurance program will be secondary up to the limits of the Governmental Tort Liability Act. In the event of an accident that results in damage to an employee's personal vehicle, the employee is responsible for that damage.
 - k) Reasonable tolls and ferry fees and parking charges will be allowed when necessary.
 - l) If travel is by air, the employee will be reimbursed the allowable mileage reimbursement for one round trip from the employee's official work station (or residence on weekends/evenings) and long-term airport parking; or the cost of one round trip taxi or rideshare fare from the employee's official work station (or residence on weekends/evenings) if the taxi or rideshare fare is lesser than mileage and airport parking; or the appropriate mileage reimbursement for two round trips from the employee's official workstation or residence when dropped off at the airport.
 - m) Receipts are required for all fees for the handling of conference and meeting materials and/or equipment.

4) Telecommunications Costs:

- a) Local phone calls, FAX charges, internet charges and long distance calls for Metro business will be reimbursed. Employees must provide a statement furnishing the date, name and location called for long distance calls and FAX charges.
- b) Long distance non-business related phone calls are not reimbursable.

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5) Lodging:

- a) The maximum lodging reimbursement rates for out-of-state and in-state travel are the same as those maintained by the United States General Services Administration within the continental United States (CONUS). The CONUS list contains a maximum reimbursement rate for lodging.
- b) The employee will be reimbursed for actual lodging costs incurred up to the applicable maximum CONUS lodging rate plus taxes and surcharges. Lodging receipts are required and must itemize room charges, taxes by date, and surcharges. If a convention rate exceeds the maximum reimbursement rate and is documented by convention information, a higher reimbursement rate will be allowed.
- c) If a room is shared with someone other than a Metro employee, actual costs subject to the applicable maximum CONUS lodging rate applies. In the event of double occupancy for Metro employees on official travel, both employees should attach an explanation to his/her travel claim detailing dates and other employees with whom the room was shared. The lodging cost may be claimed by the employee who incurred the cost, or one half the double occupancy charges may be claimed by each employee.

6) Meals:

- a) The maximum meal reimbursement rates for out-of-state and in-state travel are the same as those maintained by the United States General Services Administration within the continental United States (CONUS). The fixed allowance M & I (Meal and Incidental Expense) rate on CONUS represents the maximum daily meal reimbursement rate for the Metropolitan Government.
- b) Meals will be reimbursed based on actual meal expenses not to exceed the daily CONUS meal reimbursement rate.
- c) Reimbursement for alcoholic beverages is not permitted.
- d) The applicable maximum CONUS meal reimbursement rate for each calendar day of travel shall be determined by the location of lodging for the traveler.
- e) The maximum daily reimbursement for meals for the day of departure and for the day of return shall be seventy five percent (75%) of the daily CONUS meal reimbursement rate prescribed for the lodging location.
- f) Reimbursement for a single meal (or meals) for employees on one day travel status with no overnight stay is not permitted.

7) Exceptions to This Policy:

- a) Employees of Elected Officials, Metropolitan Nashville Public Schools and Component Units of the Metropolitan Government are not governed by this travel policy, but Elected Officials, Metropolitan Nashville Public Schools and Component Units of the Metropolitan Government should adopt policies consistent with this travel policy. Travel-related expenses not consistent with this policy may not be reimbursed.

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- b) With regard to travel that will be reimbursed by the Finance Department or that will be paid through a Metro credit card, actual travel expenses for elected officials are allowable for reimbursement. All receipts for travel expenses and proper documentation of the business purpose for which travel expenses were incurred must be attached to the travel reimbursement claim form and submitted to the Division of Accounts within fifteen (15) days after the completion of the travel.
- c) Elected officials using Metro credit cards for travel purposes must adhere to the credit card policies and procedures.
- d) Travel that is to be charged to grants or that will be reimbursed by other entities may require that the traveler follow other travel policies in order for the related travel expenses to be reimbursed. Under those circumstances, the travel policies of those other entities must be followed in all instances where those policies are more restrictive than this policy.
- e) Travel by employees or Elected Officials that is funded by third-parties (i.e. organizations other than Metro) is not governed by this travel policy, and any reimbursement should be paid directly by the third-parties to employees or Elected Officials. Such employees and Elected Officials should consult with the Metropolitan Department of Law as to whether any ethics reporting requirements are triggered or whether such travel reimbursement should be considered as a grant or donation to the Metropolitan Government pursuant to the Metropolitan Code, which may require legislative action.

The Director of Finance shall have the authority to grant an exception from any part or all of this policy when deemed appropriate for an employee or group of employees on official Metro travel.

Applicable Local, State or Federal Regulations

Section 8-103 of the Metropolitan Charter: "The director of finance shall be responsible to the mayor for the administration of the financial affairs of the metropolitan government".

Effective Date

This Policy Statement - shall become effective upon issuance and shall be applied to all Metro departments and agencies.

Approvals

Approval of the Director of Finance –

I, Talia Lomax-O'dneal, hereby approve this Policy Statement of the Department of Finance and as such agree with and authorize the actions necessary to implement its requirements.



Talia Lomax-O'dneal
Director of Finance

Date 6/14/2019

**EXHIBIT F
WELLSKY CORPORATION
ORDER FORM**

This Order Form (“**Order**”) is dated as of _____ (“**Effective Date**”) between **Metropolitan Government of Nashville and Davidson County by and through the Department of Social Services** with offices at 800 2nd Avenue North, Suite 100, Nashville, TN 37201 (“**Client**”) and **WellSky Corporation**, with offices at 11300 Switzer Road, Overland Park, KS 66210 (“**WellSky**”) for the products and services set forth herein. This Order is subject to and hereby incorporates the terms and conditions of the Master License and Services Agreement entered into between the parties, dated _____ (“**Agreement**”), except to the extent explicitly identified in this Order.

This Order consists of the following Attachments:

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

Any questions or changes to this Order, please contact Marsha Blankenship at Marsha.Blankenship@wellsky.com

Ordering Procedure:

Scan or fax this signed Order to WellSky’s Contracts Department as follows:

Marsha.Blankenship@wellsky.com

and/or

LegalContracts@wellsky.com

Fax: (913) 871-9571 or 9138719571@fax2mail.com

| | | |
|---|--|--------------------------------------|
| METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND THROUGH THE DEPARTMENT OF SOCIAL SERVICES: | | WELLSKY CORPORATION: |
| Signature: | | Signature: |
| Name: | | Name: Stephen Greenberg |
| Title: | | Title: SVP Human and Social Services |
| Date: | | Date: |

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

1. Scope of Use - Quantity: The Licensed Software or Cloud Services is subject to the scope of use limits - quantity set forth on Attachment 2.

2. Term:

Cloud Services Term: The Cloud Services are provided for a 24-month term, beginning on June 1, 2019 (the “Term”) and will continue through May 31, 2021. CLOUD SERVICES WILL NOT AUTOMATICALLY RENEW UNLESS WRITTEN NOTICE IS PROVIDED TO WELLSKY 30 DAYS PRIOR TO THE END OF THE CURRENT TERM OF MAY 31, 2021. In the event Cloud Services are allowed to lapse (other than for breach by WellSky) and is later reinstated, Client shall be required to pay charges for all months that Cloud Services lapsed, including appropriate late charges

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

- a. Cloud Services:

Cloud Services, Recurring Fees: Client shall pay the Cloud Services fees on the Effective Date of the order for the term June 1, 2019 – May 31, 2021 will be due upon receipt of this order.

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

Please provide your accounts payable or billing contact information.

| |
|----------------|
| Name: |
| Title: |
| E-mail: |
| Phone: |

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

☒ Exempt – Governmental Entity

☐ Non-Exempt

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

**ORDER FORM
ATTACHMENT 2
PRICING**

Year One
Initial Agreement Term: June 1, 2019 – May 31, 2020

NOTE: Contract is based on current number of licenses on LIVE site. Contracted amounts listed, will be affected by any purchase of additional licenses (see * below).

| Community Services License Count Summary | |
|---|-----------------|
| Item | Quantity |
| Community Services - User License * | 217 |
| Community Services - Reporting User - Premium * | 6 |
| Community Services - Reporting User - Basic * | 17 |

| Cloud Services Fees Billed on a Per License Basis | | | |
|---|--------------------|---|--------------------|
| Qty. | Per License | Item | Annual |
| 217 | \$217.00 | Community Services Per User Fee - Tier II | \$47,089.00 |
| 6 | \$181.00 | Community Services - Reporting User - Premium w/Bandwidth Fee | \$1,086.00 |
| 17 | \$98.00 | Community Services - Reporting User - Basic w/Bandwidth Fee | \$1,666.00 |
| Sub-Total Cloud Services Fees Billed Annually on a Per License Basis | | | \$49,841.00 |

| Cloud Services Flat Fees | | | |
|---|-----------------|---|-------------------|
| Qty. | Per Unit | Item | Annual |
| 1 | \$450.00 | Community Services - AIRS Taxonomy (non-profit) | \$450.00 |
| 1 | \$420.00 | Community Services - SSL Certificate | \$420.00 |
| 1 | \$3,150.00 | Community Services - Training Site | \$3,150.00 |
| Sub-Total Cloud Services Flat Fees Billed Annually | | | \$4,020.00 |

| | | | |
|---|--|--|--------------------|
| Total Annual Cloud Services Fees | | | \$53,861.00 |
|---|--|--|--------------------|

**ORDER FORM
ATTACHMENT 2
PRICING**

Year Two
Agreement Term: June 1, 2020 - May 31, 2021

NOTE: Contract is based on current number of licenses on LIVE site. Contracted amounts listed, will be affected by any purchase of additional licenses (see * below).

| Community Services License Count Summary | |
|---|-------------------------------------|
| Item | Quantity (Forecast only) |
| Community Services - User License * | 217 |
| Community Services - Reporting User - Premium (AdHoc) * | 6 |
| Community Services - Reporting User - Basic (Report Viewer) * | 17 |

| Cloud Services Fees Billed on a Per License Basis | | | |
|---|--------------------|---|--------------------|
| Quantity | Per License | Item | Annual |
| 217 | \$217.00 | Community Services Per User Fee - Tier II | \$47,089.00 |
| 6 | \$181.00 | Community Services - Reporting User - Premium w/Bandwidth Fee | \$1,086.00 |
| 17 | \$98.00 | Community Services - Reporting User - Basic w/Bandwidth Fee | \$1,666.00 |
| Sub-Total Cloud Services Fees Billed Annually on a Per License Basis | | | \$49,841.00 |

| Cloud Services Flat Fees | | | |
|---|-----------------|---|-------------------|
| Quantity | Per Unit | Item | Annual |
| 1 | \$450.00 | Community Services - AIRS Taxonomy (non-profit) | \$450.00 |
| 1 | \$420.00 | Community Services - SSL Certificate | \$420.00 |
| 1 | \$3,150.00 | Community Services - Training Site | \$3,150.00 |
| Sub-Total Cloud Services Flat Fees Billed Annually | | | \$4,020.00 |

| | | | |
|---|--|--|--------------------|
| Total Annual Cloud Services Fees | | | \$53,861.00 |
|---|--|--|--------------------|

* Unlimited additional user licenses may be added to the system. For additional licenses, the following fees apply:

One-time Per License Fees:

* Community Services - User License: \$205/license

Annual Recurring Cloud Service Per License Fees:

* Community Services Per User Fee - Tier II: \$217/license/year

* Community Services - Reporting User - Premium Fee: \$181/license/year

* Community Services - Reporting User - Basic w/Bandwidth Fee: \$98/license/year

Community Services - Code Set User ICD/CPT Fee: \$27/license/year **[Optional - if applicable]**

**ORDER FORM
ATTACHMENT 2
PRICING**

Agreement Term: June 1, 20-- - May 31, 20--
(Forecast only for subsequent years)

NOTE: Contract is based on current number of licenses on LIVE site. Contracted amounts listed, will be affected by any purchase of additional licenses (see * below).

| Community Services License Count Summary | |
|---|-------------------------------------|
| Item | Quantity (Forecast only) |
| Community Services - User License * | 217 |
| Community Services - Reporting User - Premium (AdHoc) * | 6 |
| Community Services - Reporting User - Basic (Report Viewer) * | 17 |

| Cloud Services Fees Billed on a Per License Basis | | | |
|---|--------------------|---|--------------------|
| Quantity | Per License | Item | Annual |
| 217 | \$217.00 | Community Services Per User Fee - Tier II | \$47,089.00 |
| 6 | \$181.00 | Community Services - Reporting User - Premium w/Bandwidth Fee | \$1,086.00 |
| 17 | \$98.00 | Community Services - Reporting User - Basic w/Bandwidth Fee | \$1,666.00 |
| Sub-Total Cloud Services Fees Billed Annually on a Per License Basis | | | \$49,841.00 |

| Cloud Services Flat Fees | | | |
|---|-----------------|---|-------------------|
| Quantity | Per Unit | Item | Annual |
| 1 | \$450.00 | Community Services - AIRS Taxonomy (non-profit) | \$450.00 |
| 1 | \$420.00 | Community Services - SSL Certificate | \$420.00 |
| 1 | \$3,150.00 | Community Services - Training Site | \$3,150.00 |
| Sub-Total Cloud Services Flat Fees Billed Annually | | | \$4,020.00 |

| | | |
|---|--|--------------------|
| Total Annual Cloud Services Fees | | \$53,861.00 |
| 2021 Forecast 5% increase | | \$2,693.05 |
| Total 2021 Forecast Annual Cloud Services Fees | | \$56,554.05 |

**ORDER FORM
ATTACHMENT 3
ADDITIONAL TERMS**

Professional Services may be purchased by a separate order form. Pricing will be based on a Statement of Work per the Professional Services Fee schedule below.

PROFESSIONAL SERVICES (NEW FEE SCHEDULE - For Information Only)

Professional Services

Professional Services Onsite Consulting: \$2,020/day (minimum 2-days with 30-day notice.)

Professional Services Onsite Training Fee: \$2,020/day (minimum 2-days with 30-day notice.)

Professional Services - Remote Consulting Time and Materials Rate: \$137.50/ hour

Professional Services Remote Training Hours (Webinar Training): \$220/hour

Data Services

Data Services Hourly Fee: \$137.50/hour

Data Services Hourly Fee: Expedited Fee: \$165/hour

**ORDER FORM
ATTACHMENT 4
PROFESSIONAL SERVICES**

None

Exhibit G Affidavits

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that the contracting organization is presently in compliance with, and will continue to maintain compliance with, all applicable federal and state laws and local laws as referenced in the Agreement and this Affidavit.

Taxes and Licensure: Affiant states that WellSky has all applicable licenses, including business licenses. Affiant also states that Contractor is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4.20.065

Nondiscrimination: Affiant affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any laws applicable to Contractor's employment of individuals with disabilities. M.C.L. 4.28.020

Employment Requirement: Affiant affirms that neither the Contractor nor utilized temporary staffing service knowingly employs any person who is not a legally authorized to work in the United States. Any contractor who knowingly violates the provisions of this section is subject to debarment or suspension. M.C.L. 4.40.060

Contingent Fees: It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned Affiant states that the Contractor has not retained anyone in violation of the foregoing. M.C.L. 4.48.080

Iran Divestment Act Affidavit: By submission of this offer and in response to the solicitation, Contractor(s) and each person signing on behalf of Contractor(s) affirm, under penalty of perjury, that to the best of their knowledge and belief, neither the Contractor(s), nor proposed subcontractors, subconsultants, partners and any joint venturers, are on the list created pursuant to the Tennessee Code Annotated § 12-12-106 (Iran Divestment Act). Referenced website:

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf).

Sexual Harassment: Affiant affirms that should it be awarded a contract with the Metropolitan Government for a period of more than twelve (12) months and/or valued at over five hundred thousand (\$500,000) dollars, affiant shall be required to provide sexual harassment awareness and prevention training to its employees if those employees:

1. Have direct interactions with employees of the Metropolitan Government through email, phone, or in-person contact on a regular basis;
2. Have contact with the public such that the public may believe the contractor is an employee of the Metropolitan Government, including but not limited to a contractor with a phone number or email address associated with Metropolitan government or contractors with uniforms or vehicles bearing insignia of the Metropolitan Government; or
3. Work on property owned by the metropolitan government.

Such training shall be provided no later than (90) days of the employee's start date of employment with affiant. M.C.L. 2.230.020

And Further Affiant Sayeth Not:

Steve Greenberg
Organization Name: _____

Organization Officer Signature: Steve Greenberg

Steve Greenberg
Name of Organization Officer: _____

SVP
Title: _____

Exhibit H - MISA Terms and Conditions**SECTION A-1****General Terms and Conditions**

- 1 Safeguards.** In addition to the controls specified in the exhibits to this Agreement, Contractor agrees to implement reasonable and appropriate administrative, physical, and technical safeguards to protect the availability, confidentiality and integrity of Metropolitan Government of Nashville and Davison County (Metro Government) Information, information technology assets and services. All such safeguards shall be in accordance with industry-wide best security practices and commensurate with the importance of the information being protected, but in no event less protective than those safeguards that Contractor uses to protect its own information or information of similar importance, or is required by applicable federal or state law.
- 2 Inventory.** Contractor agrees to maintain at all times during the Term of this Agreement a Product and Service Inventory. Contractor shall upon request of Metro Government, which shall be no more frequently than semi-annually, provide the current Product and Service Inventory to Metro Government within thirty (30) days of the request.
- 3 Connection of Systems or Devices to the Metro Government Network.** Contractor shall not place any systems or devices on the Metro Government Network without the prior written permission of the Director of ITS, designee, or the designated Metro Government contact for this Agreement.
- 4 Access Removal.** If granted access to Metro Government Network or systems, Contractor and its Agents shall only access those systems, applications or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass security controls. Notwithstanding anything to the contrary in the Purchasing Agreement or other agreement between Metro Government and Contractor, Metro Government at its sole discretion, may refuse granting access right to Metro Government Network or Sensitive Information to any Agent of Contractor, and may at any time remove access rights (whether physical premise access or system access) from Contractor or any Agents, without prior notice or liability to Contractor, if Metro Government reasonably suspects a security violation by Contractor or such Agent or otherwise deems such action appropriate to protect Metro Government Infrastructure, Metro Government Network or Metro Government Information.

5 Subcontracting/Outsourcing.

- 5.1 Prior Approval.** Without Metro Government's prior written consent, Contractor may not subcontract with a third party to perform any of its obligations to Metro Government which involves access to Metro Government Information or connection to Metro Government Network. To obtain Metro Government's consent, Contractor shall contact the Metro Government ITS department. In addition, Metro Government may withdraw any prior consent if Metro Government reasonably suspect a violation by the subcontractor or outsource provider of this Agreement, or otherwise deems such withdraw necessary or appropriate to protect Metro Government Network, Metro Government Infrastructure or Metro Government Information.
- 5.2 Subcontractor Confidentiality.** Contractor Agents are bound by the same confidentiality obligations set forth in this Agreement. Contractor or its Agent may not transfer, provide access to or otherwise make available Metro Government Information to any individual or entity outside of the United States (even within its own organization) without the prior written consent of Metro Government. To obtain such consent, Contractor shall send Metro Government a notice detailing the type of information to be disclosed, the purpose of the disclosure, the recipient's identification and location, and other information required by Metro Government.
- 5.3 Contractor Responsibility.** Prior to subcontracting or outsourcing any Contractor's obligations to Metro Government, Contractor shall enter into a binding agreement with its subcontractor or outsource service provider ("Third Party Agreement") which (a) prohibits such third party to further subcontract any of its obligations, and (b) contains provisions no less protective to Metro Government Network, Metro Government Infrastructure and/or Metro Government Information than those in this Agreement.

Without limiting any other rights of Metro Government in this Agreement, Contractor remains fully responsible and liable for the acts or omissions of its Agents. In the event of an unauthorized disclosure or use of Sensitive Information by its Agent, Contractor shall, at its own expense, provide assistance and cooperate fully with Metro Government to mitigate the damages to Metro Government and prevent further use or disclosure.

SECTION A-2

Definitions

Capitalized terms used in the Agreement shall have the meanings set forth in this Exhibit A-2 or in the [Metropolitan Government Information Security Glossary](#), which can be found on the Metropolitan Government of Nashville website . Terms not defined in this Exhibit A-2 or otherwise in the Agreement shall have standard industry meanings.

1. "Affiliates" as applied to any particular entity, means those entities, businesses, and facilities that are controlled by, controlling, or under common control with a stated entity, as well as (with respect to Metro Government) any entity to which Metro Government and/or any of the foregoing provides information processing services.
2. "Agent" means any subcontractor, independent contractor, officer, director, employee, consultant or other representative of Contractor, whether under oral or written agreement, whether an individual or entity.
3. "Agreement" means this Information Security Agreement, including all applicable exhibits, addendums, and attachments.
4. "Information Breach" means any actual or suspected unauthorized disclosure or use of, or access to, Metro Government Information, or actual or suspected loss of Metro Government Information.
5. "Effective Date" means the date first set forth on page 1 of the Agreement.
6. "Metro Government Information" means an instance of an information type belonging to Metro Government. Any communication or representation of knowledge, such as facts, information, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative or audiovisual, owned by or entrusted to Metro Government.
7. "Metro Government Infrastructure" means any information technology system, virtual or physical, which is owned, controlled, leased, or rented by Metro Government, either residing on or outside of the Metro Government Network. Metro Government Infrastructure includes infrastructure obtained from an IAAS provider or systems that are provided and located on the Metro Government Network as part of a Service.
8. "Metro Government Network" means any Wide Area Network (WAN) or Local Area Network (LAN) owned, operated, managed or controlled by Metro Government.
9. "Term" means the period during which this Agreement is in effect.

SECTION AST

Agent Security and Training

- 1 **Background Check.** Contractor shall perform a background check which includes a criminal record check on all Agents, who may have access to Metro Government Information. Contractor shall not allow any Agents to access Metro Government Information or perform Services under a Purchasing Agreement if Contractor knows or reasonably should know that such Agent has been convicted of any felony or has been terminated from employment by any employer or contractor for theft, identity theft, misappropriation of property, or any other similar illegal acts.

- 2 **Information Security Officer.** If Agents will access or handle Metro Government Information, Contractor shall designate an Information Security Officer, who will be responsible for Contractor information security and compliance with the terms of this Agreement as it relates to Metro Government Information.

- 3 **Agent Access Control.** Contractor shall implement and maintain procedures to ensure that any Agent who accesses Metro Government Information has appropriate clearance, authorization, and supervision. These procedures must include:
 - 3.1 Documented authorization and approval for access to applications or information stores which contain Metro Government Information; e.g., email from a supervisor approving individual access (note: approver should not also have technical rights to grant access to Sensitive Information); documented role-based access model; and any equivalent process which retains documentation of access approval.
 - 3.2 Periodic (no less than annually) reviews of Agent user access rights in all applications or information stores which contain Sensitive Information. These reviews must ensure that access for all users is up-to-date, appropriate and approved.
 - 3.3 Termination procedures which ensure that Agent's user accounts are promptly deactivated from applications or information stores which contain Sensitive Information when users are terminated or transferred. These procedures must ensure that accounts are deactivated or deleted no more than 14 business days after voluntary termination, and 24 hours after for cause terminations.
 - 3.4 Procedures which ensure that Agent's user accounts in applications or information stores which contain Sensitive Information are disabled after a defined period of inactivity, no greater than every 180 days.
 - 3.5 Procedures which ensure that all Agents use unique authentication credentials which are associated with the Agent's identity (for tracking and auditing purposes) when accessing systems which contain Sensitive Information.
 - 3.6 Contractor will maintain record of all Agents who have been granted access to Metro Government Sensitive Information. Contractor agrees to maintain such records for the length of the agreement plus 3 years after end of agreement. Upon request, Contractor will supply Metro Government with the names and login IDs of all Agents who had or have access to Metro Government Information.

- 4 **Agent Training.**
 - 4.1 Contractor shall ensure that any Agent who access applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of the information or information and the security of the application. Completion of this training must be documented and must occur before Agent may access any Sensitive Information. This training must include, at a minimum:
 - 4.1.1.1 Appropriate identification and handling of Metro Government Information awareness of confidentiality requirements contained in this Agreement;
 - 4.1.1.2 Procedures for encrypting Metro Government Information before emailing or transmitting over an Open Network, if the information classification of the information requires these controls;
 - 4.1.1.3 Procedures for information storage on media or mobile devices (and encrypting when necessary).
 - 4.1.2 Education about the procedures for recognizing and reporting potential Information Security Incidents;
 - 4.1.3 Education about password maintenance and security (including instructions not to share passwords);

- 4.1.4** Education about identifying security events (e.g., phishing, social engineering, suspicious login attempts and failures);
- 4.1.5** Education about workstation and portable device protection; and
- 4.1.6** Awareness of sanctions for failing to comply with Contractor security policies and procedures regarding Sensitive Information.
- 4.1.7** Periodic reminders to Agents about the training topics set forth in this section.

4.2 Contractor shall ensure that any Agent who accesses applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of this information. Completion of this training must be documented and must occur before Agent may access any Metro Government Information. This training must include, at a minimum:

- 4.2.1** Instructions on how to identify Metro Government Information.
- 4.2.2** Instructions not to discuss or disclose any Sensitive Information to others, including friends or family.
- 4.2.3** Instructions not to take media or documents containing Sensitive Information home unless specifically authorized by Metro Government to do so.
- 4.2.4** Instructions not to publish, disclose, or send Metro Government Information using personal email, or to any Internet sites, or through Internet blogs such as Facebook or Twitter.
- 4.2.5** Instructions not to store Metro Government Information on any personal media such as cell phones, thumb drives, laptops, personal digital assistants (PDAs), unless specifically authorized by Metro Government to do so as part of the Agent's job.
- 4.2.6** Instructions on how to properly dispose of Metro Government Information, or media containing Metro Government Information, according to the terms in Exhibit DMH as well as applicable law or regulations.

5 Agent Sanctions. Contractor agrees to develop and enforce a documented sanctions policy for Agents who inappropriately and/or in violation of Contractor's policies and this Agreement, access, use or maintain applications or information stores which contain Sensitive Information. These sanctions must be applied consistently and commensurate to the severity of the violation, regardless of level within management, and including termination from employment or of contract with Contractor.

SECTION AV

Protection Against Malicious Software

- 1 Microsoft Systems on Metro Government Networks.** For Products which will be installed on Microsoft Windows Systems residing on Metro Government Network, Contractor warrants that the Product will operate in conjunction with Metropolitan Government Antivirus Software, and will use real time protection features.
- 2 Non-Microsoft Systems on Metro Government Networks.** For Products installed on non-Microsoft Windows Systems residing on Metro Government Network, Contractor shall allow Metro Government to install Antivirus Software on such Products where technically possible. Upon Metro Government's request, Contractor shall provide the requisite information to implement such Antivirus Software in a manner which will not materially impact the functionality or speed of the Product.

SECTION BU

Information Backup, Contingency Planning and Risk Management

1 General.

- 1.1** Contractor agrees to backup Metro Government Information which Contractor maintains or Stores. Backup and restoration procedures and related infrastructure, including frequency of backup, offsite storage, media lifespan and media reliability, must be commensurate with the criticality and availability requirement of the Metro Government Information being backed up.
- 1.2** Upon Metro Government's request, Contractor shall supply Metro Government with an inventory of Metro Government Information that Contractor Stores and/or backed up.
- 1.3** Contractor shall periodically, no less often than annually, test backup tapes or media by restoring Metro Government Information to a system similar to the original system where the Metro Government Information are stored.
- 1.4** Upon Metro Government's request, Contractor shall supply copies of Metro Government Information in a format requested by Metro Government at Contractor's then-current rates unless otherwise agreed upon by the parties.
- 1.5** Contractor shall backup business critical information at a frequency determined by Contractor consistent with Contractor's reasonable practices.

2 Storage of Backup Media. Contractor shall store archival and backup media in a secured offsite location. Upon request, Contractor will promptly notify Metro Government of the physical address of the offsite location. The backups of the information should be stored in a manner commensurate with the security around the information. The backup tapes should be encrypted if the sensitivity of the information requires that level of security.

3 Disaster Recovery Plan. Contractor will maintain a Disaster Recovery Plan for all applications or information stores which contain business critical information. This plan will outline the procedures necessary to restore business critical information on the application or systems in a timely fashion in the case of an emergency or disaster.

4 Emergency Mode Operation Plan. Contractor shall maintain an emergency mode operating plan which ensures that systems or applications using or accessing business critical information are operational during an emergency or natural disaster, or are made operational after a disaster in a prompt manner, commensurate with the criticality of the information on the system.

5 Testing and Revision Procedure. Contractor agrees to test, at least annually, Contractor Disaster Recovery Plan and emergency mode operations plan and maintain a documented procedure for such testing. Contractor shall document the results and findings from such testing and revise the plan accordingly.

6 Risk Management Requirements. Contractor shall implement internal risk management practices to ensure the confidentiality, integrity and availability of Metro Government Information. These practices will be no less secure than the ones used by Contractor to protect Contractor's own Sensitive Information or information of comparable sensitivity.

SECTION CSP

Cloud Service Providers

1 Certifications and Compliance.

- 1.1. Contractor will, on at least an annual basis, hire a third party auditing firm to perform a Statement on Standards for Attestation Engagements (SSAE) No. 16 audit, or equivalent audit, on internal and external Contractor procedures and systems that access or contain Metro Data.
- 1.2. Contractor shall adhere to SOC 1/SSAE 16 audit compliance criteria and data security procedures (or any successor report of a similar nature that is generally accepted in the industry and utilized by Contractor) applicable to Contractor. Upon Metro's request, Contractor will provide Metro with a copy of the audit results set forth in Contractor's SOC 1/SSAE 16 audit report.
- 1.3. Metro shall have the right to terminate this Agreement (together with any related agreements, including licenses and/or Statement(s) of Work) and receive a full refund for all monies prepaid thereunder in the event that the Contractor fails to produce an acceptable SSAE-16/ SOC-1 Type II report.
- 1.4. The Contractor will ensure that its environment is compliant with the control standards of FISMA (Federal Information Security Management Act) 44 U.S.C. § 3541, et seq.), NIST standards in FIPS 140-2, FIPS 180, FIPS 198-1, FIPS 199, FIPS 200, FIPS 201 and NIST Special Publications 800-53, 800-59, and 800-60. In addition, the Contractor must provide Metro with any documentation it requires for its reporting requirements within 10 days of a request.
- 1.5. Contractor agrees to comply with all applicable privacy laws.

2 Data Security. Metro data, including but not limited to data hosted, stored, or held by the Contractor in the Product(s) or in the platform operated by Contractor, or on any device owned or in the custody of Contractor, its employees, agents or Contractors, will be encrypted. Contractor will not transmit any unencrypted Metro Data over the internet or a wireless network, and will not store any Metro Data on any mobile computing device, such as a laptop computer, USB drive or portable data device, except where there is a business necessity and then only if the mobile computing device is protected by industry- standard encryption software approved by Metro.

3 Use of Subcontractors. The Contractor shall retain operational configuration and control of data repository systems used to process and store Metro data to include any or remote work. In the event that the Contractor has subcontract the operational configuration and control of any Metro data, Contractor is responsible for ensuring that any third parties that provide services to the Contractor meets security requirements that the Contractor has agreed upon in this contract.

4 Location of Data. The Contractor shall maintain all Metro data within the United States, which means the 50 States, the District of Columbia, and outlying areas. The Contractor shall provide Metro with a list of the physical locations that may contain Metro data within 20 days with updates on a quarterly basis.

5 Personnel Access. The Contractor will require all employees who will have access to Metro data, the architecture that supports Metro data, or any physical or logical devices/code to pass an appropriate background investigation.

6 Asset Availability.

- 6.1. The Contractor must inform Metro of any interruption in the availability of the cloud service as required by the agreed upon service level agreement. Whenever there is an interruption in service, the Contractor must inform Metro of the estimated time that the system or data will be unavailable. The Contractor must provide regular updates to Metro on the status of returning the service to an operating state according to any agreed upon SLAs and system availability requirements.
- 6.2. The Contractor shall be responsible for maintaining and ensuring continued compatibility and interoperability with Metro's systems, infrastructure, and processes for the term of the contract. In the event of an unavoidable compatibility and interoperability issue, the Contractor shall be responsible for providing timely notification to Metro and shall be responsible for working with Metro to identify appropriate remedies and if applicable, work with Metro to facilitate a smooth and seamless transition to an alternative solution and/or provider.

7 Misuse of Metro Data and Metadata.

- 7.1. The Contractor shall not access, use, or disclose Metro data unless specifically authorized by the terms of this contract or a task order issued hereunder. If authorized by the terms of this contract or a task order issued hereunder, any access to, or use or disclosure of, Metro data shall only be for purposes specified in this contract or task order. Contractor shall ensure that each of its employees and representatives, and any others (e.g., subcontractor employees) performing duties

hereunder, shall, prior to obtaining access to any Metro data, sign a contract or task order specific nondisclosure agreement.

- 7.2. The Contractor shall use Metro-related data only to manage the operational environment that supports Metro data and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer. A breach of the obligations or restrictions may subject the Contractor to criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and any other appropriate remedies by any party adversely affected by the breach.

8 Data Breach and Incident Reporting.

- 8.1. The Contractor will submit reports of cyber incidents through approved reporting mechanisms. The Contractor's existing notification mechanisms that are already in place to communicate between the Contractor and its customers may be used, as long as those mechanisms demonstrate a level of assurance, equivalent to the listed encrypted mechanisms, for the confidentiality and integrity of the information.
- 8.2. The Contractor will use a template format prepared by Contractor when reporting initial incidents by secure fax, telephonically, or by other electronic means. Initial reports may be incomplete. Reporting should balance the necessity of timely reporting (reports with critical information) versus complete reports (those with all blocks completed). Timely reporting is vital, and complete information should follow as details emerge.
- 8.3. In addition to the above, if the incident concerns a breach of PII or a potential breach of PII, the Contractor will report to the contracting officer's designee of the discovery of any data breach in the same time period as required for Breach notification under the Business Associate Agreement. The Contractor shall provide Metro with all information and cooperation necessary to enable compliance by the Contractor and/or Metro with data breach reporting and mitigation actions required by applicable law, regulation, policy, and this contract.

- 9 **Facility Inspections.** The Contractor agrees to have an independent third party or other industry recognized firm, conduct a security audit based on Metro's criteria as needed, but no more than once a year. The audit results and Contractor's plan for addressing or resolving of the audit results shall be shared with Metro within 20 days of the Contractor's receipt of the audit results.

10 Law Enforcement.

- 10.1. The Contractor shall record all physical access to the cloud storage facilities and all logical access to Metro data. This may include the entrant's name, role, purpose, account identification, entry and exit time.
- 10.2. If Metro data is co-located with the non-Metro data, the Contractor shall isolate Metro data, if feasible, into an environment where it may be reviewed, scanned, or forensically evaluated in a secure space with access limited to authorized Metro personnel identified by the Metro personnel, and without the Contractor's involvement.

- 11 **Maintenance.** The Contractor shall be responsible for all patching and vulnerability management (PVM) of software and other systems' components supporting services provided under this agreement to prevent proactively the exploitation of IT vulnerabilities that may exist within the Contractor's operating environment. Such patching and vulnerability management shall meet the requirements and recommendations of NIST SP 800-40, with special emphasis on assuring that the vendor's PVM systems and programs apply standardized configurations with automated continuous monitoring of the same to assess and mitigate risks associated with known and unknown IT vulnerabilities in the Contractor's operating environment. Furthermore, the Contractor shall apply standardized and automated acceptable versioning control systems that use a centralized model to capture, store, and authorize all software development control functions on a shared device that is accessible to all developers authorized to revise software supporting the services provided under this agreement. Such versioning control systems shall be configured and maintained to assure all software products deployed in the Contractor's operating environment and serving Metro are compatible with existing systems and architecture of Metro.

- 12 **Notification.** The Contractor shall notify Metro within forty-eight hours of any warrants, seizures, or subpoenas it receives that could result in the loss or unauthorized disclosure of any Metro data, provided such notice is not precluded by law or court order. The Contractor shall cooperate with Metro to take all measures to protect Metro data from any loss or unauthorized disclosure that might reasonably result from the execution of any such warrant, seizure, subpoena, or similar legal process.

- 13 **Supply Chain.** The Contractor is responsible for exercising due diligence to use genuine hardware and software products that are free of malware.

- 14 **Service Level Agreements.** The Contractor shall work with Metro to develop a service level agreement, including defining roles, responsibilities, terms, and clear measures for performance by Contractor.

SECTION DEV

Development

- 1 Source Code License/Source Code Escrow.** Intentionally omitted.
- 2 Mobile Applications Security.** If applicable and subject to the terms and conditions of the Agreement, CONTRACTOR shall use secure mobile application development standards, such as OWASP's Mobile Security project. Development should be able to meet at a minimum OWASP's MASVS-L1 security standard or a similar set of baseline security standards as agreed upon by Metro Government.

SECTION DMH

Device and Storage Media Handling

- 1 Portable Media Controls.** Contractor (including its Agents) shall only store Metro Government Information on portable device or media when expressly authorized by Metro Government to do so. When Contractor stores Metro Government Sensitive Information or on portable device or media, Contractor shall employ the following safeguards:
 - 1.1** Access to the device or media shall require a password or authentication;
 - 1.2** The device or media shall be encrypted using Strong Encryption;
 - 1.3** The workstation or portable device or media containing Metro Government Information must be clearly identified or labeled in such a way that it can be distinguished from other media or device which is not used to store Sensitive Information.
 - 1.4** The device or media must be accounted for by a system or process which tracks the movements of all devices or media which contain Metro Government Information.
- 2 Media Disposal.**
 - 2.1** Contractor shall only dispose of media containing Metro Government Information when authorized by Metro Government or at the termination of the Agreement.
 - 2.2** Contractor shall dispose of any media which stores Metro Government Information in accordance with media sanitization guidelines for media destruction as described in NIST document NIST SP800-88: Guidelines for Media Sanitization. The Guidelines are currently available at <http://csrc.nist.gov/publications/PubsSPs.html>
 - 2.3** Upon Metro Government request, Contractor shall promptly provide written certification that media has been properly destroyed in accordance with this Agreement.
 - 2.4** Contractor may not transport or ship media containing Metro Government Information unless the media is Encrypted using Strong Encryption, or the information on the media has been sanitized through complete information overwrite (at least three passes); or media destruction through shredding, pulverizing, or drilling holes (e.g. breaking the hard drive platters).
- 3 Media Re-Use.**
 - 3.1** Contractor shall not donate, sell, or reallocate any media which stores Metro Government Information to any third party, unless explicitly authorized by Metro Government.
 - 3.2** Contractor shall sanitize media which stores Metro Government Information before reuse by Contractor within the Contractor facility.

SECTION ENC

Encryption and Transmission of Information

- 1** Contractor shall Encrypt Metro Government Sensitive Information whenever transmitted over the Internet or any untrusted network using Strong Encryption. Encryption of Sensitive Information within the Metro Government Network, or within Contractor's physically secured, private information center network, is optional but recommended.
- 2** Contractor shall Encrypt Metro Government Authentication Credentials while at rest or during transmission using Strong Encryption.
- 3** Contractor shall Encrypt, using Strong Encryption, all Sensitive Information that is stored in a location which is accessible from Open Networks.
- 4** If information files are to be exchanged with Contractor, Contractor shall support exchanging files in at least one of the Strongly Encrypted file formats, e.g., Encrypted ZIP File or PGP/GPG Encrypted File.
- 5** All other forms of Encryption and secure hashing must be approved by Metro Government.

SECTION IR

Incident Response

- 1 Incident Reporting.** Contractor shall report any Information Security Incident of which it becomes aware, or failure of any technical or procedural controls, which has or had a potential to affect Metro Government Network, Metro Government Infrastructure or Metro Government Information to Metro Government and according to the following timeline and procedure:
 - 1.1** Contractor shall promptly report to Metro Government any successful Information Security Incident (with or without actual harm to system or information) in the same period for Security Incident reporting as set forth in the Business Associate Agreement .
 - 1.2** Contractor shall document any attempted but unsuccessful Information Security Incident of which it becomes aware and report to Metro Government upon its request. The frequency, content, and format of such report will be mutually agreed upon by the parties.
- 2 Incident Response.**
 - 2.1** Contractor shall have a documented procedure for promptly responding to an Information Security Incidents and Information Breach that complies with applicable law and shall follow such procedure in case of an incident. Contractor shall have clear roles defined and communicated within its organization for effective internal incidence response.
 - 2.2** Contractor shall designate a contact person for Metro Government to contact in the event of an Information Security Incident. This contact person should possess the requisite authority and knowledge to: (i) act as a liaison to communicate between Contractor and Metro Government regarding the incident (including providing information requested by Metro Government); (ii) perform the reporting obligations of Contractor under this exhibit; and (iii) develop a mitigation strategy to remedy or mitigate any damage to Metro Government Network, Metro Government Infrastructure, Metro Government Information or the Product or Service provided to Metro Government that may result from the Information Security Incident.

SECTION LOG

Audit Logs

- 1 Audit Log Information.** The Product or Service will provide user activity Audit Log information. Audit Log entries must be generated for the following general classifications of events: login/logout (success and failure); failed attempts to access system resources (files, directories, information bases, services, etc.); system configuration changes; security profile changes (permission changes, security group membership); changes to user privileges; actions that require administrative authority (running privileged commands, running commands as another user, starting or stopping services, etc.); and remote control sessions (session established, login, logout, end session, etc.). Each Audit Log entry must include the following information about the logged event: date and time of event; type of event; event description; user associated with event; and network identifiers (IP address, MAC Address, etc.) or logical identifiers (system name, port, etc.).
- 2 Audit Log Integrity.** Contractor shall implement and maintain controls to protect the confidentiality, availability and integrity of Audit Logs.
- 3 User Access Audit.** Upon Metro Government's request, Contractor shall provide Audit Logs of Metro Government's users of the Product or Service to Metro Government.
- 4 Audit Log Availability.** Contractor shall ensure that Audit Logs for the Product or Service for the past 90 days are readily accessible online.

SECTION NET

Network Security

- 1 Network Equipment Installation.** Not applicable
- 2 Network Bridging.** Not applicable
- 3 Change Management.** Not applicable
- 4 System / Information Access.**
 - 4.1** Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.
 - 4.2** Contractor shall only use Metro Government approved methods to configure Metro Government systems or application or grant access to systems.
 - 4.3** Contractor shall use the Principle of Least Privilege when granting access to Metro Government Information, network or systems.

SECTION PES

Physical and Environmental Security

Contractor shall implement security measures at any Contractor facilities where Sensitive Information is stored. Such security measures must include, at a minimum:

- 1 Contingency Operations.** A documented Disaster Recovery Plan for accessing the facility and the Sensitive Information, and restoring Sensitive Information if needed, in the case of an emergency or crisis.
- 2 Environmental Safeguards.** Reasonable environmental safeguards to protect systems storing Sensitive Information from smoke, heat, water, fire, humidity, or power surge damage.
- 3 Access Control.** Appropriate controls which ensure that only authorized personnel are allowed physical access to the facility. Examples of appropriate controls include, but are not limited to: signage; personnel badges and controlled badge access; visitor sign in, escort, and sign out; security guards; and video surveillance for information centers which store Sensitive Information.
- 4 Maintenance Records.** Contractor shall conduct regular maintenance on systems which contain Sensitive Information and to facility's physical and environmental controls (e.g., temperature, physical access). Contractor shall maintain documentation of any repairs or maintenance performed on the systems or facility and shall provide Metro Government a copy of such records upon its reasonable request.
- 5 Physical Safeguards.** Contractor shall use commercially reasonable efforts to prevent theft or damage to Contractor systems or storage media containing Sensitive Information. Such efforts shall include, but are not limited to:
 - 5.1** Protecting systems or devices that contain un-encrypted Sensitive Information with physical barriers such as locked cabinet, floor to ceiling room, or secured cage.
 - 5.2** Not storing Un-encrypted Sensitive Information in "multi-party" shared physical environments with other entities.
 - 5.3** Not transporting or shipping un-encrypted media which stores Sensitive Information unless the information is sanitized through full media overwrite (at least one complete pass), or media destruction through shredding, pulverizing, or drive-punching (e.g., breaking the hard drive platters).
 - 5.4** In the event Products generate, store, transmit or process Sensitive Information and the Product does not support encryption, Contractor shall be solely responsible for the provision of physical security measures for the applicable Products (e.g., cable locks on laptops).

SECTION VMGT

Contractor Managed System Requirements

Intentionally omitted

1 System Hardening.

- 1.1** Contractor Managed Systems, Contractor shall ensure that either: (i) file shares are configured with access rights which prevent unauthorized access or (ii) Contractor shall remove or disable file shares that cannot be configured with access controls set forth in (i) hereof. Access rights to file shares that remain under (i) must use the Principle of Least Privilege for granting access.
- 1.2** Contractor shall ensure that Contractor Managed Systems are synchronized with reliable time sources and have the proper time zone set or no time offset (e.g., GMT or UTC). In the case of systems residing on the Metro Government Network, Contractor shall ensure that all such systems are synchronized with an Metro Government corporate timeserver in their respective Regional Information Centers (RDC).
- 1.3** For Contractor Managed Systems, Contractor shall remove or disable any default or guest user accounts. Default accounts that cannot be removed or disabled must have their default password changed to a Strong Password that is unique to the respective site and Metro Government.
- 1.4** For Contractor Managed Systems, Contractor shall ensure that the system is configured to disable user accounts after a certain number of failed login attempts have occurred in a period of time less than thirty (30) minutes of the last login attempt or that system monitoring and notification is configured to alert system administrators to successive failed login attempts for the same user account.

2 Authentication.

- 2.1** Contractor shall assign a unique user ID to any Agent or end user who accesses Sensitive Information on Contractor Managed Systems. This unique ID shall be configured so that it enables tracking of each user's activity within the system.
 - 2.2** Contractor agrees to require authentication for access to Sensitive Information on Contractor Managed System.
 - 2.3** Contractor agrees to configure the system to support Strong Authentication for accessing Sensitive Information from any Open Network (e.g., Internet, open wireless). For avoidance of doubt, Metro Government Network is considered a trusted network.
 - 2.4** Contractor shall configure the system to expire passwords at least every one-hundred and eighty (180) days and require a password change on the next successful login. For system that cannot support Strong Passwords, Contractor shall configure the system to expire passwords every ninety (90) days.
 - 2.5** Unless otherwise agreed by Metro Government, Contractor shall ensure that Contractor Managed Systems will require Strong Password for user authentication.
- 3 Automatic Log off.** Contractor shall configure systems which store Sensitive Information to automatically logoff user sessions at the most after 30 minutes of inactivity.
- 4 User Accountability.** Contractor shall report to Metro Government, on request, all user accounts and their respective access rights within the system within five (5) business days or less of the request.
- 5 Information Segregation, Information Protection and Authorization.** Contractor shall implement processes and/or controls to prevent the accidental disclosure of Metro Government Sensitive Information to other Contractor Metro Governments, including an Affiliates of Metro Government.
- 6 Account Termination.** Not applicable.

7 System / Information Access.

- 7.1** Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.
- 7.2** Contractor agrees to use the Principle of Least Privilege when granting access to Contractor Managed Systems or Metro Government Information.

8 System Maintenance.

- 8.1** Contractor shall maintain system(s) that generate, store, transmit or process Metro Government Sensitive Information according to manufacturer recommendations. Contractor shall ensure that only those personnel certified to repair such systems are allowed to provide maintenance services.
- 8.2** Contractor shall keep records of all preventative and corrective maintenance on systems that generate, store, transmit or process Metro Government Sensitive Information. Such records shall include the specific maintenance performed, date of maintenance, systems that the maintenance was performed on including identifiers (e.g., DNS name, IP address) and results of the maintenance. Upon request by Metro Government, Contractor shall supply such record within thirty (30) days.



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
09/09/2020

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).

| PRODUCER Aon Risk Services Central, Inc. St. Louis MO Office 4220 Duncan Avenue Suite 401 St Louis MO 63110 USA | CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: | | | | | | | | | | | | | | |
|---|--|-------------------------------|--------|--|-------|---|-------|---|-------|--|-------|------------|--|------------|--|
| INSURED Wellsky Corporation 11300 Switzer Road Overland Park KS 66210 USA | <table border="1"> <thead> <tr> <th data-bbox="803 514 1388 535">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1388 514 1520 535">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="803 535 1388 556">INSURER A: The Phoenix Insurance Company</td> <td data-bbox="1388 535 1520 556">25623</td> </tr> <tr> <td data-bbox="803 556 1388 577">INSURER B: The Charter Oak Fire Insurance Company</td> <td data-bbox="1388 556 1520 577">25615</td> </tr> <tr> <td data-bbox="803 577 1388 598">INSURER C: Travelers Property Cas Co of America</td> <td data-bbox="1388 577 1520 598">25674</td> </tr> <tr> <td data-bbox="803 598 1388 619">INSURER D: Indian Harbor Insurance Company</td> <td data-bbox="1388 598 1520 619">36940</td> </tr> <tr> <td data-bbox="803 619 1388 640">INSURER E:</td> <td data-bbox="1388 619 1520 640"></td> </tr> <tr> <td data-bbox="803 640 1388 661">INSURER F:</td> <td data-bbox="1388 640 1520 661"></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: The Phoenix Insurance Company | 25623 | INSURER B: The Charter Oak Fire Insurance Company | 25615 | INSURER C: Travelers Property Cas Co of America | 25674 | INSURER D: Indian Harbor Insurance Company | 36940 | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: The Phoenix Insurance Company | 25623 | | | | | | | | | | | | | | |
| INSURER B: The Charter Oak Fire Insurance Company | 25615 | | | | | | | | | | | | | | |
| INSURER C: Travelers Property Cas Co of America | 25674 | | | | | | | | | | | | | | |
| INSURER D: Indian Harbor Insurance Company | 36940 | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES
CERTIFICATE NUMBER: 570083859718

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.


Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---|-------------------------|-------------------------|--|
| A | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | Y | | 63043951075 | 06/01/2020 | 06/01/2021 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG Excluded |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | | BA-0N727798 | 06/01/2020 | 06/01/2021 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION | | | | | | EACH OCCURRENCE AGGREGATE |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y | N/A | UB6K289014 | 06/01/2020 | 06/01/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000 |
| D | E&O-Technology | Y | | MTP903514503 Cyber/Tech E&O SIR applies per policy terms & conditions | 06/01/2020 | 06/01/2021 | Cyber Liab Lmt \$1,000,000 Cyb/Tech EO SIR \$250,000 Tech E&O Lmt \$1,000,000 |

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

Re: Contract 455595
Metropolitan Government of Nashville and Davidson County is included as Additional Insured in accordance with the policy provisions of the Products, General Liability, Automobile Liability, E&O and Cyber Liability policies where required by written contract.

CERTIFICATE HOLDER
CANCELLATION

| | |
|---|---|
| Metropolitan Government of Nashville and Davidson County Attn: Department of Finance, Procurement Division 730 2nd Avenue South, Suite 101 Nashville TN 37219-6300 USA | 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  |
|---|---|

Holder Identifier :

Certificate No : 570083859718



LOC #:

ADDITIONAL REMARKS SCHEDULE

| | | | |
|---|-----------|--------------------------------------|--|
| AGENCY Aon Risk Services Central, Inc. | | NAMED INSURED Wellsky Corporation | |
| POLICY NUMBER See Certificate Number: 570083859718 | | | |
| CARRIER See Certificate Number: 570083859718 | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|-------------------------------|--------|
| INSURER | |
| INSURER | |
| INSURER | |
| INSURER | |

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|----------|-------------------|-----------|----------|-----------------------------------|------------------------------------|-------------------------------------|------------------|-------------|
| | OTHER | | | | | | | |
| C | Products Liab | Y | | ZPP41M78739 Products Liability | 06/01/2020 | 06/01/2021 | Products Agg | \$1,000,000 |
| | | | | | | | Products Agg Ded | \$500,000 |
| | | | | | | | Products Occ | \$1,000,000 |
| | | | | | | | Products Occ Ded | \$100,000 |
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Certificate Of Completion

Envelope Id: ACECF66CF01D46CE87759141A9A00CD8

Status: Completed

Subject: Metro Contract 455595 with WellSky (Social Services)

Source Envelope:

Document Pages: 58

Signatures: 7

Certificate Pages: 17

Initials: 6

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

Procurement Resource Group

730 2nd Ave. South 1st Floor

Nashville, TN 37219

prg@nashville.gov

IP Address: 170.190.198.185

Record Tracking

Status: Original

9/22/2020 10:13:24 AM

Holder: Procurement Resource Group

prg@nashville.gov

Location: DocuSign

Signer Events

Terri L. Ray

Terri.Ray@nashville.gov

Senior Procurement Officer

Metropolitan Government of Nashville and Davidson

County

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Signature



Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Timestamp

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Signed: 9/22/2020 11:00:35 AM

Michelle A. Hernandez Lane

michelle.lane@nashville.gov

Chief Procurement Officer/Purchasing Agent

Metro

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign



Signature Adoption: Pre-selected Style

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Yuri Hancock

yuri.hancock@nashville.gov

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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ID: 3e64fb8e-d740-4f10-b519-fc26398cb2ce

Kathy King

Kathy.King@nashville.gov

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

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Viewed: 9/24/2020 8:19:16 AM


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Electronic Record and Signature Disclosure:


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| Signer Events | Signature | Timestamp |
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| Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None) |  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185 | Sent: 9/30/2020 11:42:42 AM Viewed: 9/30/2020 12:06:28 PM Signed: 9/30/2020 12:06:36 PM |
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| Electronic Record and Signature Disclosure: Accepted: 10/5/2020 2:27:38 PM ID: d4632289-569b-4bda-a1ad-4e200fec0d72 | | |
| Kevin Cumbo/tlo talia.lomaxodneal@nashville.gov Security Level: Email, Account Authentication (None) |  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185 | Sent: 10/5/2020 2:28:00 PM Viewed: 10/5/2020 2:35:34 PM Signed: 10/5/2020 2:35:47 PM |
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| Editor Delivery Events | Status | Timestamp |
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| Agent Delivery Events | Status | Timestamp |
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| Intermediary Delivery Events | Status | Timestamp |
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| Carbon Copy Events | Status | Timestamp |
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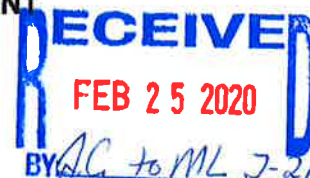
| Carbon Copy Events | Status | Timestamp |
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| Christopher Wood Christopher.Wood@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 10/7/2020 7:20:02 AM |
| Judith Tackett Judith.Tackett@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 10/7/2020 7:20:05 AM |
| Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 10/7/2020 7:20:08 AM |
| Abigail Dowell Abigail.Dowell@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 10/7/2020 7:20:11 AM |
| Marsha Blankenship Marsha.Blankenship@WellSky.com WellSky Corporation Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 10/7/2020 7:20:14 AM |

| Witness Events | Signature | Timestamp |
|--|------------------|----------------------|
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 10/7/2020 7:20:14 AM |
| Certified Delivered | Security Checked | 10/7/2020 7:20:14 AM |
| Completed | Security Checked | 10/7/2020 7:20:14 AM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

552020067

SS

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
SOLE SOURCE JUSTIFICATION FORM**



BY JC to ML J-26-2020

Send an email to PRG@nashville.gov and attach completed sole source form and supporting documentation.

Proposed supplier MUST be Registered in iProcurement

Date: 1/21/20 Requesting Department/Agency/Commission: Metro Social Services/Homeless Impact Division
 Requesting Official: Renee Pratt Telephone #: 615-862-6402 This is for a multi-year contract.
 Product/Service Description: Homeless Management Information System (HMIS) database
Total Purchase (Enter the value for the entire contract life) Price: \$158,700
 BU Number: 37121200 Fund #: 10101 Object Account: 503120 Any Other Accounting Info: Account Code: 37121200.503120.0.0.0.10101.0.0.0

Proposed Supplier: WellSky Proposed Supplier Contact: Gabriel Cate
 Supplier Address: _____ City: Overland Park ST: _____ Zip: 66210
 Supplier Telephone #: 318-286-9019 Supplier Email: gabe.cate@wellsky.com

Metro Code: 4.12.060 Sole Source Procurement.

A contract may be awarded for a supply, service or construction item without competition when, under regulations promulgated by the standards board, the purchasing agent determines in writing that there is only one source for the required supply, service or construction item. The standards board may, by regulation, establish specific categories of supplies, services, or construction items as sole source items. (Ord. 92-210 § 1 (3-205), 1992)

R4.12.060.02 Conditions for Use of Sole Source Procurement.

Other, see explanation below

If Other, Explain Request: The federal Department of Housing and Urban Development (HUD) awarded Metro government an HMIS Capacity Building Grant of \$150,000 to improve HMIS data quality and functionality over the next two years. HUD urges the city not to change the HMIS vendor during this grant process (see attached letter from HUD).

Requesting Department Director's Signature of Approval: [Signature] Date: 1/24/2020

To be completed by the Procurement Division

☐ Vetting & Research Needed; Date Requested by Purchasing Agent _____

☒ Sole Source is Approved for Contract

☐ Sole Source is Denied (See determination summary for denial reason)

PURCHASING AGENT: [Signature]

Date: _____



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

Ms. Judith Tackett
Director
Metropolitan Social Services of Nashville & Davidson County
Homeless Impact Division
PO Box 196300
Nashville, TN 37219

Dear Ms. Judith Tackett:

Congratulations on being awarded a Homeless Management Information System (HMIS) Capacity Building Program Grant. Nashville is one of 37 communities awarded this two-year grant targeted to increase the capacity of HMIS for those communities most in need of HMIS improvements. With this funding communities are building staff skills, training on HMIS governance, improving data collection, data quality, and data analysis, and increasing the functionality of their HMIS. Your community in particular was awarded funding to develop internal HMIS Lead infrastructures that are known to lead to higher functioning HMIS organizations. This includes training, strong governance, HMIS end user support, and data quality.

As a part of this award, your community is receiving technical assistance from HUD Technical Assistance providers and they let us know that as a government entity, your community needs to go through a procurement process with your HMIS software. Based on the focus of your grant and the requirement to plan, implement, and infuse these practices in the operation and management of Nashville's HMIS, HUD strongly encourages Nashville to delay the procurement of HMIS Software.

It is our concern that if the procurement occurs now, Metropolitan Social Services of Nashville & Davidson County would not gain the full benefits afforded recipients of the HMIS Capacity Building Grant. A successful HMIS procurement is a time intensive process and even more so if it results in a change in software. Precious time and resources would certainly be pulled away from the Capacity Building activities. If the community waits, it further benefits from a stronger, more informed and skilled HMIS Lead organization to support a procurement process at the end of the capacity building effort.

We would be happy to discuss this further if that would be helpful.

Sincerely,

Norm Suchar
Director
Office of Special Needs Assistance Programs

CC: Fran Ledger, Special Needs Assistance Specialist

Cantlon, Judy (Finance - Contract Compliance)

From: Ray, Terri (Finance - Procurement)
Sent: Tuesday, February 25, 2020 11:47 AM
To: Finance – Procurement Resource Group
Subject: RE: Sole Source Justification Form for HMIS vendor
Attachments: Sole Source request.pdf

This needs to get in the process for Michelle to sign off on if it has not been added yet.

Terri L. Ray
Senior Procurement Officer
Department of Finance
Procurement Division
Metropolitan Nashville Davidson County
730 2nd Avenue South, Ste. 101
Nashville, TN 37210
615/862-6669
terri.ray@nashville.gov

Procurement Code, Regulations, and Additional Information

From: Ray, Terri (Finance - Procurement)
Sent: Friday, February 14, 2020 4:13 PM
To: Finance – Procurement Resource Group <PRG@nashville.gov>
Subject: FW: Sole Source Justification Form for HMIS vendor

Judy:

Do you have an approved form from Michelle on this?

I don't see this in Project Portfolio.

Thanks

Terri L. Ray
Senior Procurement Officer
Department of Finance
Procurement Division
Metropolitan Nashville Davidson County
730 2nd Avenue South, Ste. 101
Nashville, TN 37210
615/862-6669
terri.ray@nashville.gov

Procurement Code, Regulations, and Additional Information

From: Tackett, Judith (Social Services) <Judith.Tackett@nashville.gov>

Sent: Friday, January 31, 2020 10:46 AM

To: Lane, Michelle (Finance - Procurement) <Michelle.Lane@nashville.gov>; Ray, Terri (Finance - Procurement) <Terri.Ray@nashville.gov>

Cc: Pratt, Renee (Social Services) <renee.pratt@nashville.gov>; Dowell, Abigail (Social Services) <Abigail.Dowell@nashville.gov>; Kristine LaLonde <kristine.lalonde@gmail.com>

Subject: Sole Source Justification Form for HMIS vendor

Dear Ms. Lane and Terri,

Please find the signed sole source justification form attached. I also added the letter we received from the U.S. Department of Housing and Urban Development urging the city to go this route.

The total amount noted on this document includes the current year's cost, plus the next two year's contract cost (based on the latest budget we have had for this vendor). Thus, while we are requesting the vendor contract for the next two years, the total cost as requested on this form is actually for three years (since we have not paid the vendor since May 2019).

Please let me know if you have any questions.

Sincerely,
Judy

*Judith Tackett
Director,
Homeless Impact Division of Metro Social Services
615-517-7000 (cell)
615-880-2360 (office)*

Certificate Of Completion

Envelope Id: AB7DD23E112349ECAC8AA3C96C61D3ED

Status: Sent

Subject: Metro Contract 455595 Amendment 2 with WellSky Corporation (Social Services)

Source Envelope:

Document Pages: 210

Signatures: 10

Certificate Pages: 18

Initials: 4

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

Procurement Resource Group

730 2nd Ave. South 1st Floor

Nashville, TN 37219

prg@nashville.gov

IP Address: 170.190.198.185

Record Tracking

Status: Original

7/15/2022 8:40:27 AM

Holder: Procurement Resource Group

prg@nashville.gov

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and

Davidson County

Location: DocuSign

Signer Events**Signature****Timestamp**

Michelle A Hernandez Lane

michelle.lane@nashville.gov

Chief Procurement Officer/Purchasing Agent

Metro

Security Level: Email, Account Authentication
(None)

Sent: 7/15/2022 8:48:08 AM

Viewed: 7/15/2022 8:48:25 AM

Signed: 7/15/2022 8:48:39 AM

Signature Adoption: Pre-selected Style

Using IP Address: 172.58.147.158

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Andrew Sullivan

andrew.sullivan@nashville.gov

Security Level: Email, Account Authentication
(None)

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Viewed: 7/18/2022 7:36:17 AM

Signed: 7/18/2022 7:36:32 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.192

Electronic Record and Signature Disclosure:

Accepted: 7/18/2022 7:36:17 AM

ID: b3dc9b63-4c51-4474-82c7-efb28c6965f2

Amanda Brown

amanda.brown@nashville.gov

Security Level: Email, Account Authentication
(None)

Sent: 7/18/2022 7:36:37 AM

Viewed: 7/19/2022 8:29:41 AM

Signed: 7/19/2022 8:30:28 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.190

Electronic Record and Signature Disclosure:

Accepted: 7/19/2022 8:29:41 AM

ID: f658be75-b916-4b14-99e3-c2f2f6355e17

Stephen Greenberg

steve.greenberg@wellsky.com

SVP

WellSky Corporation

Security Level: Email, Account Authentication
(None)

Sent: 7/19/2022 8:37:11 AM

Viewed: 7/19/2022 10:09:29 AM






Signed: 7/19/2022 11:09:40 AM

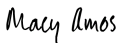
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Electronic Record and Signature Disclosure:

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| Accepted: 7/19/2022 10:09:29 AM ID: aaacee46-0800-477d-b9b2-3d28b951b97a | | |
| Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None) |  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185 | Sent: 7/19/2022 11:09:46 AM Viewed: 7/19/2022 11:55:18 AM Signed: 7/19/2022 11:55:45 AM |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Renee Pratt renee.pratt@nashville.gov Security Level: Email, Account Authentication (None) |  Signature Adoption: Pre-selected Style Using IP Address: 68.52.87.147 Signed using mobile | Sent: 7/19/2022 11:55:50 AM Viewed: 7/23/2022 4:33:45 PM Signed: 7/23/2022 4:34:15 PM |
| Electronic Record and Signature Disclosure: Accepted: 7/23/2022 4:33:45 PM ID: 7bc09b47-d6e1-4ee4-8545-cbf9eaf68047 | | |
| Kelly FlanneryTJE Tom.Eddlemon@nashville.gov Director of Finance Security Level: Email, Account Authentication (None) |  Signature Adoption: Pre-selected Style Using IP Address: 67.177.190.102 Signed using mobile | Sent: 7/23/2022 4:34:25 PM Viewed: 7/23/2022 8:19:12 PM Signed: 7/23/2022 8:19:49 PM |
| Electronic Record and Signature Disclosure: Accepted: 7/23/2022 8:19:12 PM ID: 74cdbdf2-c3fa-455d-84ff-f6aa656395ff | | |
| Kelly Flannery kelly.flannery@nashville.gov Security Level: Email, Account Authentication (None) |  Signature Adoption: Pre-selected Style Using IP Address: 174.247.7.200 Signed using mobile | Sent: 7/23/2022 8:19:58 PM Viewed: 7/24/2022 5:20:41 PM Signed: 7/24/2022 5:21:01 PM |
| Electronic Record and Signature Disclosure: Accepted: 7/24/2022 5:20:41 PM ID: ceb610ef-3eb7-44b3-9f99-887cab2582ed | | |
| Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None) |  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144 | Sent: 7/24/2022 5:21:10 PM Viewed: 7/25/2022 11:14:25 AM Signed: 7/25/2022 11:14:36 AM |
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| Signer Events | Signature | Timestamp |
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| Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None) |  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185 | Sent: 7/25/2022 11:14:45 AM Viewed: 7/26/2022 3:16:45 PM Signed: 7/26/2022 3:17:15 PM |

Electronic Record and Signature Disclosure:
Accepted: 7/26/2022 3:16:45 PM
ID: b8cea25c-1823-4b47-8e3a-93812d5b9e2b

Procurement Resource Group
prg@nashville.gov
Metropolitan Government of Nashville and Davidson County
Security Level: Email, Account Authentication (None)

Sent: 7/26/2022 3:17:39 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

| In Person Signer Events | Signature | Timestamp |
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| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |

Terri L. Ray
Terri.Ray@nashville.gov
Senior Procurement Officer
Metropolitan Government of Nashville and Davidson County
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 7/15/2022 8:48:44 AM
Viewed: 7/15/2022 8:58:36 AM

Steve Greenberg
LegalContracts@wellsky.com
SVP & COO, CarePort
WellSky Corporation
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 9/30/2020 10:00:05 AM
ID: 1ed2886e-a653-4feb-aaca-204f851b96b0

COPIED

Sent: 7/19/2022 8:37:19 AM

Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 7/26/2022 11:41:48 AM
ID: 83d56ea4-f5bf-4e55-91fa-24adddf3ac

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Sent: 7/26/2022 3:17:29 PM

| Carbon Copy Events | Status | Timestamp |
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| <p>Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/26/2022 3:16:45 PM ID: b8cea25c-1823-4b47-8e3a-93812d5b9e2b</p> <p>Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/26/2022 1:09:44 PM ID: 534f6ab4-50b4-4525-9e23-874507b0a2e7</p> <p>Christopher Wood Christopher.Wood@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>April Calvin april.calvin@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/17/2022 12:49:03 AM ID: 7c418bef-0ad3-4092-982d-9e3ea8dc8723</p> <p>Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 6/30/2022 10:56:54 AM ID: 4832c0bb-7b23-457a-b307-2422c7cb3075</p> <p>Jessica Angulo jessica.angulo@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Marsha Blankenship Marsha.Blankenship@WellSky.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Liddy Hintz liddy.hintz@wellsky.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | <div>COPIED</div> | <p>Sent: 7/26/2022 3:17:34 PM</p> |

| Carbon Copy Events | Status | Timestamp |
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| Hannah Cornejo-Nell hannah.cornejo-nell@nashville.gov Security Level: Email, Account Authentication (None) | | |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |

| Witness Events | Signature | Timestamp |
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| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
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| Payment Events | Status | Timestamps |
|----------------|--------|------------|
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| Electronic Record and Signature Disclosure | | |
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