

School Board Agenda
Kutztown Area School District
Monday, June 3, 2019 - 7:30 p.m.
Kutztown Area High School

1. Call to Order by President
2. Roll Call by Secretary
3. Approval of Minutes
 - a. May 20, 2019 School Board Meeting
4. Communications and Reports
 - a. Superintendent's Report
 - b. Budget Update- Mr. David Miller
5. New Business
 - a. Personnel
 - b. Software Renewal
 - c. Homestead and Farmstead Resolution
 - d. Berks County School Districts Health Trust Representative
 - e. Donation Acceptance
 - f. New Story Agreement ESY
 - g. Introduction of New Business by Board Members
 - h. Public Comment
6. Discussion Items
7. Informational Items
 - a. End of Year Concussion Report
8. Upcoming Public Meetings/Informative Dates

June 10	Policy & Curriculum Committee Meeting	6:00 PM HS Library
June 10	Facilities/Extracurricular Committee Meeting	7:00 PM HS Library
June 17	School Board Meeting	7:30 PM HS Library
July 15	School Board Meeting	7:30 PM HS Library
9. Adjournment

ITEM 5 NEW BUSINESS

A. PERSONNEL

It is the recommendation of the administration that the Board of School Directors approve the following personnel items:

1. The approval of an educational sabbatical for employee #926 commencing at the beginning of the second semester through the end of the 2019-20 school year. The employee plans to return for the 2019-20 school year.
2. The acceptance of the resignation of Mark Shellhammer as Applications and Support Specialist, effective June 7, 2019.
3. The approval of the resignation of employee #195, per the attached.
4. The approval of Brady Tucker as a custodial/maintenance employee for summer 2019 at a rate of \$9.75 per hour.
5. The approval of Martha Bergman as a substitute teacher for the 2019 Extended School Year (ESY) Program at the curriculum rate of \$27.00 per hour as needed.
6. The approval of the following paraeducators for the 2019 Extended School Year (ESY) Program at a rate of \$14.00 per hour:
 Kay Gernert Reanna Martin
7. The approval of Nicole Teese as an elementary teacher at Kutztown Elementary School effective August 13, 2019 at a salary of \$52,268 per Bachelor's Degree, Step 2, of the KATA/KASD contract.
8. The approval of Nicole Teese as a per diem teacher, effective June 6, 2019, as needed to participate in professional development at the curriculum rate of \$27.00 per hour.
9. The approval of Jordan Chorones as an elementary teacher at Kutztown Elementary School effective August 13, 2019 at a salary of \$68,175 per Master's Degree, Step 6, of the KATA/KASD contract.
10. The approval of Jordan Chorones as a per diem teacher, effective June 4, 2019, as needed to participate in professional development at the curriculum rate of \$27.00 per hour.
11. The approval of Cecily Ryan as a secondary music teacher effective August 13, 2019 at a salary of \$52,003 per Bachelor's Degree, Step 1, of the KATA/KASD contract.
12. The approval of Cecily Ryan as a per diem teacher, effective June 4, 2019, as needed to participate in professional development at the curriculum rate of \$27.00 per hour.
13. The approval of a child-rearing leave for employee #563 for the 2019-2020 school year.
14. The approval of employee #283 to take an unpaid leave of absence from November 1-27, 2019.
15. The approval of the following coaches, advisors, and stipends for the 2019-2020 school year:
 Craig Mogel HS Head Boys Basketball Coach \$7,000.00
 Amanda Miller Summer Music Program Volunteer

Personnel is Approved Pending Receipt of All Mandated Credentials

- B. SOFTWARE RENEWAL** - It is the recommendation of the administration that the Board of School Directors approve the three-year software renewal agreement with Population Health Innovations for the Health eTools software at a cost of \$3,000.00 for the term of May 22, 2019 through July 31, 2022, per the attached.
- C. HOMESTEAD AND FARMSTEAD RESOLUTION** - It is the recommendation of the administration that the Board of School Directors approve the 2019-2020 Homestead and Farmstead Resolution, per the attached.
- D. BERKS COUNTY SCHOOL DISTRICTS HEALTH TRUST REPRESENTATIVE** - It is the recommendation of the administration that the Board of School Directors approve David Miller as the District's management representative on the Berks County School District Health Trust Board of Trustees for a 2-year period beginning July 1, 2019 and ending on June 30, 2021.

E. DONATION ACCEPTANCE- It is the recommendation of the administration that the Board of School Directors accept a donation, with gratitude, from Giant Food Stores to Greenwich-Lenhartsville Elementary School in the amount of \$553.97 to be used to fund field trips, assemblies, and special activities.

F. NEW STORY AGREEMENT ESY - It is the recommendation of the administration that the Board of School Directors approve the tuition agreement with New Story Schools and Services in Reading, PA for a special education student at a cost of \$380 per enrolled day for 2019 Extended School Year (ESY).

G. INTRODUCTION OF NEW BUSINESS BY BOARD MEMBERS

H. PUBLIC COMMENT

SCHOOL BOARD MEMBERS

Carl H. Ziegler, President
Randy T. Burch, Vice-President
Alan J. Darion
Michael Hess

Eric Johnson
Karl Nolte
James L. Shrawder
Charles Shurr

Dennis S. Ritter
Dr. George F. Fiore, Superintendent (non-voting)
David J. Miller, Treasurer (non-member)
Rikki L. DeVough, Secretary (non-member)

Minutes of the
KUTZTOWN AREA SCHOOL DISTRICT
Board of Directors Meeting
Monday, May 20, 2019 - 7:30 p.m.

The Board of Directors of Kutztown Area School District met for a regular monthly board meeting on Monday, May 20, 2019, at 7:30 p.m., in the High School Library, pursuant to due notice to board members and the public.

Present Randy Burch, Michael Hess, Dennis Ritter, Eric Johnson, Karl Nolte, Alan Darion, Charles Shurr, Carl Ziegler

Absent Jim Shrawder

Also Present George Fiore, David Miller, Christian Temchatin, Rikki DeVough, Diane Quinn, Scott Hand, James Brown, Jeff Huffert, Beth Stump, Deb Kenney, Melissa Blatt, Michele Schoener, Lisa Swope

Call to Order The meeting was called to order at 7:30 p.m. by President Ziegler.

Welcome President Ziegler opened the meeting with a moment of silence and Pledge of Allegiance to the flag. He asked everyone to sign the attendance book and mark the topic of comment next to his/her name. He requested that anyone wishing to speak on an agenda item please raise his/her hand to be recognized. He indicated that this meeting was being tape recorded.

Meeting Minutes Motion made by Randy Burch, seconded by Dennis Ritter, to approve the Minutes of the May 6, 2019 School Board Meeting.
Roll call vote: Yes 8 No 0 Absent 1 (Shrawder)
Motion carried.

Treasurer's Report Motion made by Randy Burch, seconded by Michael Hess, to approve the Treasurer's Report of the General Fund.
Roll call vote: Yes 8 No 0 Absent 1 (Shrawder)
Motion carried.

Ratification of General Account Motion made by Michael Hess, seconded by Dennis Ritter, to ratify for payment the general account bills (including manual checks) in the amount of \$3,741,569.29.
Roll call vote: Yes 8 No 0 Absent 1 (Shrawder)
Motion carried.

Approval of General Account Motion made by Dennis Ritter, seconded by Michael Hess, to approve for payment the general account bills in the amount of \$728,181.73.
Roll call vote: Yes 8 No 0 Absent 1 (Shrawder)
Motion carried.

Approval of Construction Account Motion made by Randy Burch, seconded by Eric Johnson, to approve for payment the construction account bills in the amount of \$46,832.88.
Roll call vote: Yes 8 No 0 Absent 1 (Shrawder)
Motion carried.

Superintendent's Report Rifle Team
State History Day Competition
KIA Championship
Track and Field
Basketball Acknowledgement
Budget Timeline

Board Committee Reports

T.C.C.	No report.
PSBA	No report.
BCIU	No report.
BCTC	The committee toured the Mechatronics program area and reviewed student honors, and low bids for the Welding Technology Center.
P & C	The committee received a presentation on math textbooks and online text, and reviewed Macbooks vs Chromebooks.
ECC and Facilities	The committee discussed a replacement dump truck, floor scrubbers, tennis court, and hitting boards. The committee received a spring sports post-season update, and reviewed open positions.
Secondary Programming and Scheduling	No report.

Personnel

- Motion made by Dennis Ritter, seconded by Charles Shurr, to approve the following personnel items:
1. The approval of Carol Fairchild as the Extended School Year (ESY) School Nurse for the 2019 program at the curriculum rate of \$27.00 per hour.
 2. The approval of Michele Schoener as a Substitute Summer Reading Program Teacher for the 2019 program at the curriculum rate of \$27.00 per hour.
 3. The approval of Sarah Seng as the Middle School Summer Program ELA teacher for the 2019 program at the curriculum rate of \$27.00 per hour.
 4. The approval of Patricia Loch to serve as clerical substitute at an hourly rate of \$14.00 during the summer.
 5. The approval of Drew Gehman as an elementary teacher at Kutztown Elementary School effective August 13, 2019 at a salary of \$62,168 per Master's Degree, Step 2, of the KATA/KASD contract.
 6. The approval of Drew Gehman as a per diem teacher, effective May 21, 2019, as needed to participate in professional development at the curriculum rate of \$27.00 per hour.
 7. The approval of Victoria Herr as a per diem teacher, effective May 21, 2019, as needed to participate in professional development at the curriculum rate of \$27.00 per hour.
 8. The approval of Evan Nygard as a custodial/maintenance employee for summer 2019 at a rate of \$9.75 per hour.
 9. The approval of the following summer custodial help for summer 2019 at a rate of \$9.75 per hour:
Denise Leibensperger Krystal Nolte Evan Nygard
 10. The approval of Anthony Johnson as a student worker for the 2019 Summer Work Program at a rate of \$7.25 per hour.
 11. The approval of the following students for summer Technology Department help for summer 2019 at a rate of \$9.75 per hour:
Madison Keiser Tiberius Shaub
 12. The approval of the following chaperones(*) and volunteers for the World War II Trip to Europe from June 22 - July 2, 2019:
Dean Kniss Anastasia Noll* Susan Pensyl
Jane Kniss John Noll, Jr.* Cynthia Williams-Maust*
Jeffrey Maust Robert Pensyl

All Personnel are Approved Pending Receipt of All Mandated Credentials

Roll call vote: Yes 7 No 0 N/A 1 (Nolte) Absent 1 (Shrawder)
Motion carried.

Cyber Charter School

Motion made by Eric Johnson, seconded by Randy Burch, to approve the Senate Bill 34 and House Bill 526 resolution, per the attached.
Roll call vote: Yes 8 No 0 Absent 1 (Shrawder)
Motion carried.

Conference Request	Motion made by Al Darion, seconded by Randy Burch, to approve employee #1935 to attend the Advanced Placement Environmental Science training in Baltimore, MD on June 24-28, 2019, at a cost of \$1,021.34. Roll call vote: Yes 8 No 0 Absent 1 (Shrawder) Motion carried.
Apple Computer Lease	Motion made by Randy Burch, seconded by Michael Hess, to approve a four-year Lease beginning the 2019-2020 school year in the amount of \$31,887.18 per year for refresh of computing devices and management software. Roll call vote: Yes 8 No 0 Absent 1 (Shrawder) Motion carried.
Technology Financing	Motion made by Randy Burch, seconded by Charles Shurr, to approve the four-year lease agreement with Vantage Financial beginning the 2019-2020 school year in the amount of \$16,453.00 per year for refresh of virtual server equipment. Roll call vote: Yes 8 No 0 Absent 1 (Shrawder) Motion carried.
Textbook Approvals	Motion made by Dennis Ritter, seconded by Al Darion, to approve the following textbooks: 1. Pearson enVision AGA (Algebra, Geometry, and Algebra II) at a cost of \$29,069.87 2. Goodheart-Willcox- Housing and Interior Design, 11th Ed. at a cost of \$2,321.81. Roll call vote: Yes 8 No 0 Absent 1 (Shrawder) Motion carried.
Imagine Learning	Motion made by Michael Hess, seconded by Randy Burch, to approve the 3-year purchase agreement (renewal) with Imagine Learning for 250 licenses for literacy and Imagine Math for all middle school students at a cost of \$38,500 per year. Roll call vote: Yes 8 No 0 Absent 1 (Shrawder) Motion carried.
Kutztown Fire Company Donation	Motion made by Eric Johnson, seconded by Al Darion, to approve a donation of \$150.00 to the Kutztown Fire Company in appreciation of their donation of time and equipment to the Kutztown Area School District. Roll call vote: Yes 8 No 0 Absent 1 (Shrawder) Motion carried.
School Board Treasurer Appointment	Motion made by Eric Johnson, seconded by Randy Burch, to appoint David J. Miller as treasurer to the Kutztown Area Board of School Directors for the 2019-2020 school year at a stipend of \$1,050.00. Roll call vote: Yes 8 No 0 Absent 1 (Shrawder) Motion carried.
School Board Secretary Compensation	Motion made by Randy Burch, seconded by Charles Shurr, to approve a stipend of \$2,500.00 to Rikki L. DeVough as School Board Secretary for the 2019-2020 year. Mrs. DeVough was appointed for a four-year term through June 2021. Roll call vote: Yes 8 No 0 Absent 1 (Shrawder) Motion carried.
Donation	Motion made by Dennis Ritter, seconded by Randy Burch, to accept, a donation, with gratitude, from the American Heart Association to Greenwich-Lenhartsville Elementary School in the amount of \$200.00 to be used to fund field trips and special activities. Roll call vote: Yes 8 No 0 Absent 1 (Shrawder) Motion carried.
Dump Truck	Motion made by Karl Nolte, seconded by Randy Burch, to approve the purchase of a replacement dump truck from the New Holland Auto Group at a cost of \$41,555.00. Roll call vote: Yes 8 No 0 Absent 1 (Shrawder) Motion carried.
Floor Scrubber	Motion made by Randy Burch, seconded by Karl Nolte, to approve the purchase of a floor scrubber for Kutztown Area High School and Greenwich-Lenhartsville Elementary School from M.J. Earl Inc. at a cost of \$20,670.00. Roll call vote: Yes 8 No 0 Absent 1 (Shrawder) Motion carried.

Wireless Microphone

Motion made by Eric Johnson, seconded by Randy Burch, to approve the purchase of a wireless microphone system for the high school auditorium from Entertainment Services Group, Inc. at a cost of \$29,119.04.

Roll call vote: Yes 8 No 0 Absent 1 (Shrawder)

Motion carried.

New Story

Motion made by Michael Hess, seconded by Randy Burch, to approve the tuition agreement with New Story Schools and Services in Reading, PA for a special education student, at a cost of \$380.00 per day during the 2018-2019 school year.

Roll call vote: Yes 8 No 0 Absent 1 (Shrawder)

Motion carried.

Adjournment

Motion made by Charles Shurr, seconded by Michael Hess, to adjourn the meeting at 8:13 p.m.

Motion carried unanimously.

Respectfully Submitted by,

Rikki L. DeVough
School Board Secretary

SOFTWARE AS A SERVICE AGREEMENT
Population Health Innovations, Inc. -- *Heath eTools* Platform

This Software as a Service Agreement (this “**Agreement**”), effective as of [May 22, 2019] (the “**Effective Date**”), is entered into by and between POPULATION HEALTH INNOVATIONS, INC., a Delaware corporation with offices at 2600 Boyce Plaza Road, Suite 120, Upper St. Clair, Pennsylvania 15241 (“**PHI**”) and **Kutztown Area School District**, a Pennsylvania Public School District with offices at **251 Long Lane, Kutztown, PA 19530** (“**Customer**”). PHI and Customer may be referred to collectively as the “**Parties**” or individually as a “**Party**.”

WHEREAS, PHI provides access to **Health eTools™**, a daily electronic medical record (EMR) software platform that enables school health services staff to collect, aggregate, and report routine and common health-related information; and

WHEREAS, Customer would otherwise use employees to provide similar functions or results as *Health eTools* provides, and PHI desires to provide and Customer desires to receive *Health eTools*, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Services.

(a) Software as a Service. PHI will make available to Customer PHI’s *Health eTools* platform on a software as a service basis, providing the functionality set out in Schedule 1 to this Agreement (the “**Services**”). The Services will enable Customer school health services staff to collect, aggregate, and report information about health-related encounters experienced by students and staff, including to generate required Pennsylvania-specific reports, including, without limitation: (i) reporting to the School Health Annual Reimbursement Request System (SHARRS), (ii) the State Immunization Law Report (SILR), (iii) School Immunization Reporting, and (iv) screening reports required by Pennsylvania law.

(b) Service Updates. PHI will release from time to time updates to the Services for bugfixes, code and security enhancements, and at times, additional functionality. PHI will provide the Customer’s IT Contact with details regarding the timing and content of any release.

2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of this Agreement, PHI hereby grants Customer a non-exclusive, non-transferable right and license to access and use the Services during the Term, solely for use by Customer’s employees who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement (“**Authorized Users**”) in accordance with the terms and conditions contained in this Agreement and subject to any appropriate adjustment of the Fees payable hereunder.

(b) Third Party Access. Agreements between Customer and third parties (including consultants, contractors, and private, public, and parochial schools) (each, a “**Third-Party User**”) may require Customer to provide to a Third-Party User access to the Services or data transmitted through the Services. Customer shall obtain PHI’s prior written consent before Customer provides access to the Services or transmits data through

the Services to any Third-Party User. Customer acknowledges and agrees that PHI may in its sole discretion condition any access or transmission to a Third-Party User on execution of an agreement between that Third-Party User and PHI.

(c) Responsibility for Use. Customer is responsible and liable for all uses of the Services resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users and Third-Party Users and any act or omission by an Authorized User or Third-Party User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer.

(d) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized User or Third-Party User to: (i) copy, modify, or create derivative works of the Services, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services; or (v) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(e) Reservation of Rights. PHI reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to PHI Intellectual Property.

(f) Suspension. Notwithstanding anything to the contrary in this Agreement, PHI may suspend Customer's and any Authorized User or Third-Party User access to any portion or all of the Services if PHI reasonably determines that Customer or any of its Authorized Users or Third-Party Users have breached this Agreement.

3. Customer Responsibilities

(a) Parent and Eligible Student Consent. Customer acknowledges and agrees that it has obtained, and is solely responsible to obtain, all required consent, and has made and will make all required disclosures, for the creation, transmission, and use of any personally identifiable information of any person, including any information that may constitute an education record under the Family Educational Records Privacy Act of 1974 and regulations promulgated thereunder.

(b) Data Formatting. Customer shall submit Customer Data through the Services using the Student Demographic template provided by PHI and securely transfer Customer Data using the API and other interfaces made available or required by PHI, including via acceptable student information system or secure FTP site using auto send capability.

(c) Designated Personnel.

(i) Customer shall designate an individual to be the primary point of contact and responsible decisionmaker for all administrative and Authorized User access issues that arise during the Term of

this Agreement (the “**Administrator**”). Among other things the Administrator is responsible for adding, removing, and confirming the identity of all Authorized Users and for maintaining current and accurate user information in the system, including, without limitation: (1) nurse active/inactive status; (2) school assignments within a district; and (3) accurate credentialing/licensing information. The contact information for the Administrator is set out below, and any changes to the identity of the Administrator must be submitted in writing to PHI’s Customer Service Center.

Name:	
Title:	
Email:	
Phone:	

(ii) Customer shall designate an individual to be the primary point of contact and responsible decisionmaker for all technical issues that arise during the Term of this Agreement (the “**IT Contact**”). Among other things the IT Contact is responsible for ensuring the formatting, integrity, and security of data submitted by Customer through the Services and the interoperation of Customer technology with the Services. The contact information for the IT Contact is set out below, and any changes to the identity of the IT Contact must be submitted in writing to PHI’s Customer Service Center.

Name:	
Title:	
Email:	
Phone:	

(d) Software/Hardware Requirements. The Customer agrees to maintain computer and network hardware and software resources sufficient to continuously support its use of the Services, consistent with the requirements PHI provides to the IT Contact from time to time.

4. Service Availability and Customer Support.

(a) Customer Support Center. Customer will receive upon reasonable request helpdesk and support services (“**Customer Service**”). Customer Service will be available via email and telephone Monday through Friday from 7:00 a.m. – 5 p.m. except commonly observed holidays as posted. Customer Service may also be reached at any time using the online reporting system to file a customer service request at www.healthetools.com and clicking on the link for the Support Center. Training on the use of the Services may be scheduled by contacting Customer Service to set an appointment.

(b) Service Availability. Subject to the terms and conditions of this Agreement, PHI shall use commercially reasonable efforts to make the Services functionally operational for 99.95% of every working weekday (“**Available**”). For the purposes of this Agreement, “**functionally operational**” means the Services are operating without material degradation, consistent with Schedule 1 to this Agreement and a “**working weekday**” means Monday through Friday from 7:00 a.m. – 5 p.m. except commonly observed holidays as posted. PHI will respond to Service requests as follows:

<u>Classification</u>	<u>Description</u>	<u>Response Time</u>
High Service Error	<ul style="list-style-type: none"> • Issue affecting all Services or single critical function. • Services down or operating in materially degraded state. • Data integrity at risk. • Widespread access interruptions. 	1 business day
Medium Service Error	<ul style="list-style-type: none"> • Service is operating with minor issues that can be addressed with a work around. 	5 business days
Low Service Error	<ul style="list-style-type: none"> • Request for assistance, information, or services that are routine in nature. 	10 business days

(c) Downtime. Customer acknowledges that there will be scheduled downtime and that some aspects of the Services may be unavailable for short periods of time due to circumstances beyond the reasonable control of PHI, including, without limitation: (i) routine maintenance/downtime; (ii) outages suffered or caused by Customer or a third party; (iii) server over-utilization; or (iv) an event force majeure.

5. Fees and Payment.

(a) Fees.

(i) The fees for the Services are set out in the fee quote provided by PHI prior to the Effective Date of this Agreement (“**Fees**”). PHI will invoice Customer annually in advance for all recurring Fees and on such terms as the Parties may agree in writing for hourly or nonrecurring Fees. PHI may adjust Fees prior to the commencement of any Renewal Term and will advise Customer at least twelve months before any Fee adjustment takes effect.

(ii) If Customer fails to make any payment when due, without limiting PHI’s other rights and remedies: (1) PHI may charge interest on the past due amount at the rate of 1.5% per month or, if lower, the highest rate permitted under applicable law; and (2) if such failure continues for more than 10 days PHI may suspend Customer’s and all Authorized User and Third-Party User access to any portion or all of the Services until such amounts are paid in full.

(b) Taxes. Fees are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on PHI’s income.

(c) Fees for Data Extraction and Custom Reports.

(i) As set out in Section 2(b) of this Agreement, Customer must obtain PHI’s consent before granting access to the Services or transmitting data using the Services to any Third-Party User. Access to required Pennsylvania reports will be provided at no charge to Third-Party Users that have contracted with PHI

to utilize its Services. Otherwise a separate Fee will be charged for data transmission or other use of the Services, which if not paid by the Third-Party User when due shall be paid by Customer.

(ii) Customer requests for data extracts and/or custom reports must be made in writing and submitted to Customer Service. The cost and time to extract data from the Services varies based on the scope of the request, the amount of data to be extracted, and other factors.

(iii) PHI will provide Customer with a price quote and estimated time of completion for any standard data extraction request within two business days after receipt and for any custom data extraction or report request within seven business days after receipt. Quotes will be based on the hourly rates set out in price quote provided by PHI, as adjusted by PHI from time to time.

6. Intellectual Property Ownership; Feedback.

(a) PHI Intellectual Property. Customer acknowledges that, as between Customer and PHI, PHI owns all right, title, and interest, including all intellectual property rights, in and to the PHI Intellectual Property. **“PHI Intellectual Property”** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world, in and to the Services, whether provided or made available to Customer or any Authorized User or Third-Party User in connection with the Services. For the avoidance of doubt, PHI Intellectual Property includes Aggregated Statistics and any information, data, or other content derived from PHI’s monitoring of Customer, Authorized User, or Third-Party access to or use of the Services, but does not include Customer Data.

(b) Customer Data. PHI acknowledges that, as between PHI and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to PHI a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for PHI to provide the Services to Customer and its Authorized Users and Third-Party Users, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, create derivative works from, and otherwise use and display Customer Data incorporated within the Aggregated Statistics, provided that such Customer Data is deidentified as set out in 45 CFR § 164.514. **“Customer Data”** means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer, an Authorized User, or Third-Party User through the Services.

(c) Feedback. If Customer or any of its Authorized Users or Third-Party Users sends or transmits any communications or materials to PHI by mail, email, telephone, or otherwise, suggesting or recommending changes to the Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (**“Feedback”**), PHI shall own such Feedback and be free to use it without attribution or payment to the person or entity providing such Feedback.

(d) Aggregated Statistics.

(i) Notwithstanding anything to the contrary in this Agreement, PHI may monitor Customer and Authorized User and Third-Party User use of the Services and collect and compile Aggregated Statistics. **“Aggregated Statistics”** means data and information related to or derived from Customer and any Authorized

User or Third-Party User use of the Services, used by PHI in an aggregate and anonymized manner, including Customer Data deidentified as set out in 45 CFR § 164.514 and compiled statistical and performance information related to the provision and operation of the Services.

(ii) As between PHI and Customer, all right, title, and interest in and to Aggregated Statistics, including all intellectual property rights therein, belong to and are retained solely by PHI. Customer acknowledges that PHI may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that PHI may make Aggregated Statistics publicly available in compliance with applicable law and use Aggregated Statistics to the extent and in any manner not prohibited by applicable law.

7. Data Practices.

(a) Legal Compliance.

(i) PHI will use commercially reasonable efforts to comply with the Family Educational Rights and Privacy Act of 1974 (“**FERPA**”) and the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”). PHI will execute upon reasonable request a Business Associate Agreement substantially in the form attached to this Agreement as Exhibit A.

(ii) Customer covenants, represents, and warrants that it has maintained and will maintain all required consents and has provided and will provide all required disclosures under HIPAA for the sharing of protected health information and under FERPA for the disclosure of personally identifiable information, including education records.

(b) Data Security.

(i) PHI uses a comprehensive set of data privacy and security capabilities to prevent unauthorized disclosure of Customer Data. PHI uses strong user authentication features and uses commercially reasonable efforts to maintain administrative, physical, and technical safeguards to protect Customer Data.

(ii) PHI restricts physical and remote access to the servers on which Customer Data is located, monitors remote access attempts, performance and load related activities, maintains firewalls and appropriate security software, uses elevated security rules for all of its business operations systems including multi-factor authentication, strong password requirements, incident management rapid response methods, verbose access logging and alerts, automated data retention policies, and data loss prevention systems.

(iii) PHI uses industry standard encryption techniques for any data transmissions by the server. These techniques include, but are not limited to, secure socket layer (SSL), transport layer security (TLS) and secure shell (SSH). Data transmitted through the Services by the Customer will be over HTTPS protocol and PHI will provide the Customer with the required third party verified SSL certificate.

(c) Data Backups. To protect the integrity and availability of Customer Data, PHI completes routine backups of Customer Data and establishes and implements procedures to create and maintain retrievable exact copies of Customer Data.

(d) Third-Party Provider Compliance. The applications and systems used by PHI to provide Services include services provided to PHI by third parties that maintain international attestations of compliance, for the services and platforms they provide, including NIST 800-171, NIST-CSF, HITRUST CSF, and HIPAA/HITECH. PHI

maintains the usage of these applications and systems in accordance with a comprehensive PHI Information Security Risk Management Plan (ISRMP), available to Customer upon request.

8. Limited Warranty and Warranty Disclaimer.

(a) Limited Warranty. PHI warrants that when accessed and used in accordance with this Agreement and instructions from PHI the Services will be Available (the “**Limited Warranty**”). PHI does not make any representations or guarantees regarding uptime or availability of the Services. Termination of this Agreement and a pro rata refund of any Fees paid in advance are Customer’s sole remedies and PHI’s entire liability for any breach of the Limited Warranty, even if the remedy fails of its essential purpose.

(b) Disclaimer. EXCEPT FOR THE LIMITED WARRANTY, THE SERVICES AND ALL PHI INTELLECTUAL PROPERTY ARE PROVIDED “AS IS” AND PHI HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PHI SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), PHI MAKES NO WARRANTY OF ANY KIND THE SERVICES OR THE RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Indemnification.

(a) PHI Indemnification.

(i) PHI shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including attorneys’ fees) (“**Losses**”) incurred by Customer resulting from any third-party claim, suit, action, or proceeding that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party’s US intellectual property rights, provided that Customer promptly notifies PHI in writing of the claim, cooperates with PHI, and allows PHI sole authority to control the defense and settlement of such claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit PHI, at PHI’s sole discretion, to (1) modify or replace the Services, or component or part thereof, to make it non-infringing, or (2) obtain the right for Customer to continue use. If PHI determines that neither alternative is reasonably available, PHI may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, and refund to Customer pro rata any advance payments made for Services that have been terminated.

(iii) This indemnification will not apply to the extent that the alleged infringement arises from: (1) use of the Services in combination with data, software, hardware, equipment, or technology not provided by PHI or authorized by PHI in writing; (2) modifications to the Services not made by PHI; or (3) Customer Data.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at PHI’s option, defend PHI from and against any Losses in connection with any claim: (i) that the Customer Data infringes, violates, or misappropriates such third party’s rights, including US intellectual property rights; or (ii) arising from (1) the negligent or more culpable conduct of Customer or any Authorized User or Third-Party User or (2) use of

the Services by Customer or any Authorized User or Third-Party User in a manner not authorized by this Agreement or in violation of applicable law.

(c) Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND PHI'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. Limitations of Liability. IN NO EVENT WILL PHI BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PHI WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PHI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PHI FOR SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

11. Term and Termination.

(a) Term. This Agreement commences on the Effective Date and continues in effect until **August 1, 2022** (the "**Initial Term**"). After the Initial Term, this Agreement automatically renews for successive one-year periods commencing on August 1 (each, a "**Renewal Term**") unless either Party notifies the other party in writing on or before March 31 that it intends to terminate the Agreement at the end of the Initial Term or current Renewal Term. The "**Term**" of this Agreement includes the Initial Term and all Renewal Terms.

(b) Termination. Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) materially breaches this Agreement, and such breach is incapable of cure; or if capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party written notice of such breach; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon termination of this Agreement, Customer shall immediately discontinue use of the Services. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund. Provided Customer has made all payments owed to PHI, PHI will assist Customer in exporting or migrating Customer Data to Customer or to a third party designated by Customer, subject to payment of data extraction fees at then-current rates. If Customer discontinues Services prior to the end of the Initial Term or any Renewal Term no refunds will be given.

- 12. Notices.** All notices, claims, demands, and waivers under this Agreement (each, a “**Notice**”) must be in writing and addressed to the other Party at its address set out above (or to such other address that the receiving Party may designate from time-to-time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in all cases, costs prepaid and proof of delivery required). A Notice is effective only (a) on receipt or refusal by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.
- 13. Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 14. Amendment and Modification; Waiver.** No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to or modification of this Agreement and signed by an authorized representative of each Party. No waiver under this Agreement is effective unless it is in writing and signed by an authorized representative of the Party waiving its right.
- 15. Equitable Remedies.** Customer acknowledges and agrees that (a) a breach or threatened breach by Customer of any of its obligations under Section 6 of this Agreement would give rise to irreparable harm to PHI for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by Customer of any such obligations, PHI shall, in addition to any and all other rights and remedies that may be available at law, be entitled to all equitable relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security.
- 16. Assignment.** PHI may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Customer.
- 17. Governing Law; Jurisdiction.** This Agreement, including all schedules and exhibits attached to this Agreement, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws provisions. Any claim, controversy, or dispute arising out of or relating to this Agreement or the Services, whether sounding in contract, equity, tort, fraud, or for statutory claims, shall be brought exclusively in the Court of Common Pleas of Allegheny County, Pennsylvania or, if jurisdiction therein so obtains, the U.S. District Court for the Western District of Pennsylvania. Each Party irrevocably consents and submits to the exclusive jurisdiction of these courts for resolution of all claims, controversies, and disputes between them.
- 18. Force Majeure.** PHI shall not be liable or responsible to Customer, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond PHI’s reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities, terrorist threats or acts, riot, or other civil unrest; (d) law and regulations; (e) data transmission and data facility outages and delays; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages, or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities (each a “**Force Majeure Event**”).
- 19. Relationship of Parties.** Nothing in this Agreement creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the Parties. PHI is an independent contractor pursuant to this Agreement. Neither Party has any express or implied right or authority to assume or

create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.

20. Counterparts. This Agreement may be executed in counterparts, each of which is deemed to be an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered electronically in portable document format (.pdf) is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

21. Entire Agreement. This Agreement, including all schedules, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

[Signature page follows]

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, hereby execute this Software as a Service Agreement as of the Effective Date.

POPULATION HEALTH INNOVATIONS, INC.

By: *Michael T. Callaghan*

Name: Michael T. Callaghan

Title: Vice President of Sales, Business & Community Dev.

Date: May 22, 2019

Kutztown Area School District

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE 1

Services (Health eTools Software Platform)

The Services provide the following functionality:

Account Management

Create and maintain user accounts with appropriate access/privileges and school assignments.

Student Demographic Data Maintenance

Manage student demographic data to provide nurses with ready access to student name and other information necessary for health care and follow up encounters.

Student Encounter Documentation

Document scheduled and unscheduled student health encounters with the ability to aggregate and properly format the data for SHARRS report submission.

Standing Orders

Create district-wide standing orders assignable to the appropriate schools, with parental authorization and other information indicated.

Appointments and Medication Orders

Create routine, prn/as-needed, and self-administered medication orders and appointment lists indicating the time students are scheduled for routine medications, as well as appointments to receive medication and follow-up encounters.

Progress Notes

Create, capture, and have ready access to progress notes and guardian contact notes.

Mandated Screening Data Capture and Reporting

Capture, track, aggregate, and properly format mandated screenings data for SHARRS report submissions.

Immunization Compliance Data Capture and Reporting

Capture immunization data and validate immunization compliance status based on grade level, including compliance and individual student immunization reporting.

State Mandated Reporting

Capture, aggregate, and properly format data for all required components of the SHARRS reports and the PA SILR report.

EXHIBIT A

Form of Business Associate Agreement

HIPAA BUSINESS ASSOCIATE AGREEMENT

Pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("**HIPAA**"), **Kutztown Area School District** ("**Covered Entity**") and POPULATION HEALTH INNOVATIONS, INC. ("**Business Associate**"), enter into this Business Associate Agreement ("**BAA**") as of **May 22, 2019** (the "**Effective Date**") that addresses the HIPAA requirements with respect to "business associates," as defined under the privacy, security, breach notification, and enforcement rules at 45 C.F.R. Part 160 and Part 164 ("**HIPAA Rules**"). A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

- A. This BAA is intended to ensure that Business Associate will establish and implement appropriate safeguards for the Protected Health Information ("**PHI**") (as defined under the HIPAA Rules) that Business Associate may receive, create, maintain, use, or disclose in connection with the functions, activities, and services that Business Associate performs for Covered Entity. The functions, activities, and services that Business Associate performs for Covered Entity are defined in the Software as a Service Agreement entered into by Covered Entity and Business Associate (the "**Underlying Agreement**").
- B. Pursuant to changes required under the Health Information Technology for Economic and Clinical Health Act of 2009 (the "**HITECH Act**") and under the American Recovery and Reinvestment Act of 2009 ("**ARRA**"), this BAA also reflects federal breach notification requirements imposed on Business Associate when "**Unsecured PHI**" (as defined under the HIPAA Rules) is acquired by an unauthorized party, and the expanded privacy and security provisions imposed on business associates.
- C. A reference in this BAA to the Privacy Rule means the Privacy Rule, in conformity with the regulations at 45 C.F.R. Parts 160-164 (the "**Privacy Rule**") as interpreted under applicable regulations and guidance of general application published by the HHS, including all amendments thereto for which compliance is required, as amended by the HITECH Act, ARRA, and the HIPAA Rules. Unless the context clearly indicates otherwise, capitalized terms used and not defined in this BAA have the meaning given to them in HIPAA or the HIPAA Rules.

1. GENERAL OBLIGATIONS OF BUSINESS ASSOCIATE.

- (a) Business Associate agrees not to use or disclose PHI, other than as permitted or required by this BAA or as Required By Law, or if such use or disclosure does not otherwise cause a Breach of Unsecured PHI.
- (b) Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by the BAA.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this BAA's requirements or that would otherwise cause a Breach of Unsecured PHI.
- (d) The Business Associate agrees to report to Covered Entity any Breach of Unsecured PHI not provided for by the BAA of which it becomes aware within five (5) calendar days of "discovery" within the meaning of the HITECH Act. Business Associate shall provide any available information that Covered Entity is required to include to the individual under 45 C.F.R. § 164.404(c). Business Associate's notification of a Breach of

Unsecured PHI under this Section shall comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of ARRA, the HIPAA Rules and related guidance issued by the Secretary or the delegate of the Secretary from time to time.

(e) Business Associate agrees, in accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information

(f) Business Associate agrees to make available PHI in a Designated Record Set as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524

(g) Business Associate agrees that when requesting, using, or disclosing PHI in accordance with 45 C.F.R. § 164.502(b)(1) that such request, use, or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. § 164.514(e)(2), to accomplish the intended purpose of such request, use, or disclosure, as interpreted under related guidance issued by the Secretary from time to time.

(h) Business Associate agrees to account for the following disclosures:

(i) Business Associate agrees to maintain and document disclosures of PHI and Breaches of Unsecured PHI and any information relating to the disclosure of PHI and Breach of Unsecured PHI in a manner as would be required for Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

(ii) Business Associate agrees to provide to Covered Entity, or to an individual at Covered Entity's request, information collected in accordance with this Section, to permit Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

(iii) Business Associate agrees to account for any disclosure of PHI used or maintained as an Electronic Health Record (as defined in Section 5) ("EHR") in a manner consistent with 45 C.F.R. § 164.528 and related guidance issued by the Secretary from time to time; provided that an individual shall have the right to receive an accounting of disclosures of EHR by the Business Associate made on behalf of the Covered Entity only during the three years prior to the date on which the accounting is requested.

2. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

Business Associate agrees to receive, create, use, or disclose PHI only in a manner that is consistent with the Underlying Agreement, this BAA, the Privacy Rule, or Security Rule, including to create Aggregated Statistics using PHI de-identified in accordance with 45 C.F.R. § 164.514(a)-(c); provided that the use or disclosure would not violate the Privacy Rule, including 45 C.F.R. § 164.504(e), if the use or disclosure would be done by Covered Entity.

3. OBLIGATIONS OF COVERED ENTITY.

Covered Entity shall:

(a) Obtain all required consents and make all required disclosures necessary to lawfully disclose or make available PHI to Business Associate.

(b) Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this BAA.

(c) Notify Business Associate of any changes in or revocation of permission by an individual to use or disclose PHI, if such change or revocation may affect Business Associate's permitted or required uses and disclosures of PHI under this BAA.

4. COMPLIANCE WITH SECURITY RULE.

(a) Business Associate shall comply with the HIPAA Security Rule, which shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Part 160 and Subparts A and C of Part 164, as amended by ARRA and the HITECH Act. The term "**Electronic Health Record**" or "**EHR**" as used in this BAA shall mean an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

(b) In accordance with the Security Rule, Business Associate agrees to:

(i) Implement the administrative safeguards set forth at 45 C.F.R. § 164.308, the physical safeguards set forth at 45 C.F.R. § 164.310, the technical safeguards set forth at 45 C.F.R. § 164.312, and the policies and procedures set forth at 45 C.F.R. § 164.316 to reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule;

(ii) Require that any agent, including a Subcontractor, to whom it provides such PHI agrees to implement reasonable and appropriate safeguards to protect the PHI; and

(iii) Report to the Covered Entity any Security Incident of which it becomes aware.

5. INDEMNIFICATION.

The parties agree and acknowledge that except as set forth herein, the indemnification obligations contained under the Underlying Agreement shall govern each party's performance under this BAA.

6. TERM AND TERMINATION.

(a) This BAA shall be in effect as of the Effective Date and continues in effect until the Underlying Agreement is terminated, at which time this BBA also terminates.

(b) Upon either party's knowledge of material breach by the other party, the non-breaching party shall provide an opportunity for the breaching party to cure the breach or end the violation, but if the breaching party does not cure the breach or end the violation within a reasonable timeframe, the non-breaching party may terminate this BAA upon written notice to the other party.

(c) Upon termination of this BAA for any reason, the parties agree that the termination provisions of the Underlying Agreement shall govern the rights and obligations of the Parties provided that Business Associate shall retain only that PHI necessary for Business Associate to continue its proper business functions, provided it continues to use appropriate safeguards for as long as Business Associate retains the PHI.

7. MISCELLANEOUS.

(a) The parties agree to take such action as is necessary to amend this BAA to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, ARRA, the HITECH Act, the HIPAA Rules, and any other applicable law. Any ambiguity shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.

(b) This BAA constitutes the entire agreement between the parties related to the subject matter of this BAA. This BAA supersedes all prior negotiations, discussions, representations, or proposals, whether oral or written. This BAA may not be modified unless done so in writing and signed by a duly authorized representative of both parties. If any provision of this BAA, or part thereof, is found to be invalid, the remaining provisions shall remain in effect.

(c) This BAA will be binding on the successors and assigns of the Covered Entity and the Business Associate. However, this BAA may not be assigned, in whole or in part, without the written consent of the other party. Any attempted assignment in violation of this provision shall be null and void.

(d) This BAA may be executed in counterparts, each of which shall be deemed an original.

(e) Except to the extent preempted by federal law, this BAA shall be governed by and construed in accordance with the same internal laws as that of the Underlying Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this BAA as of the date first above written.

Kutztown Area School District

By: _____

Name: _____

Title: _____

POPULATION HEALTH INNOVATIONS, INC.

By: Michael T. Callaghan

Name: Michael T. Callaghan

Title: VP of Sales, Business/Community Development



Population Health Innovations
Health eTools Pricing Quote

Date of Pricing Agreement: 5/22/2019 **REVISED**

Provided For: **Kutztown Area School District**

Initial Term: 5/22/2019 through 7/31/2022

Renewal Date: 8/1/2022

Renewal Term: Automatic annual renewal subject to the terms and conditions set forth in the Saas Agreement
 The signed agreement and quote must be received by July 1, 2019 to lock-in the pricing below:
 3-Year Pricing Agreement Options

Option 1: Annual Plan

School Year	# Schools	Base Price	Total Cost	Due Date
2019-20	5	\$0	\$0	7/1/2019
2020-21	5	\$500	\$2,000	7/1/2020
2021-22	5	\$500	\$2,000	7/1/2021
			\$4,000	

Option 2: Discounted Plan

Amount due with 25% discount if paid by due date \$3,000 7/1/2020

Listing of Kutztown Area Public School District Schools:

Kutztown Area High Schl	1
Kutztown Elem	1
Greenwich Elem	1
Kutztown Area MS	1
Total	4

Listing of Private Schools within Kutztown Area School District boundaries (using HeT V2):

Kempton New Church Schl	No Charge
Total	1

District TOTAL: 5 Total Schools using HET V2

Acceptance of pricing agreement:

Select Pricing Option:

Option 1: Annual Plan

Option 2: Discounted Plan

Signature _____

Name _____

Title _____

School District _____

Date _____

KUTZTOWN AREA SCHOOL DISTRICT

2019-2020 Homestead and Farmstead Exclusion Resolution

RESOLVED, by the Board of School Directors of Kutztown Area School District, that homestead and farmstead exclusion real estate tax assessment reductions are authorized for the school year beginning July 1, 2019, under the provisions of the Homestead Property Exclusion Program Act (part of Act 50 of 1998) and the Taxpayer Relief Act (Act 1 of 2006), as follows:

1. 1. **Aggregate amount available for homestead and farmstead real estate tax reduction.** The following amounts are available for homestead and farmstead real estate tax reduction for the school year beginning July 1, 2019:

a. a. **Gambling tax funds.** The Pennsylvania Department of Education (PDE) has notified the School District that PDE will pay to the School District during the school year pursuant to Act 1, 53 P.S. § 6926.505(b), as a property tax reduction allocation funded by gambling tax funds, the amount of \$611,225.76.

a. b. **Leftover from prior year.** The undistributed amount leftover from 2017-18 gambling funds is \$18.79.

a. c. **Aggregate amount available.** Adding these amounts, the aggregate amount available during the school year for real estate tax reduction is \$611,244.55.

a. 2. **Homestead/farmstead numbers.** Pursuant to Act 50, 54 Pa. C.S. § 8584(i), and Act 1, 53 P.S. § 6926.341(g)(3), the County has provided the School District with a certified report listing approved homesteads and approved farmsteads as follows:

a. a. **Homestead property number.** The number of approved homesteads within the School District is 3,057.

a. b. **Farmstead property number.** The number of approved farmsteads within the School District is 189.

a. c. **Homestead/farmstead combined number.** Adding these numbers, the aggregate number of approved homesteads and approved farmsteads is 3,246.

a. 3. **Real estate tax reduction calculation.** The school board has decided that the homestead exclusion amount and the farmstead exclusion amount shall be equal. Dividing the paragraph 1(c) aggregate amount available during the school year for real estate tax reduction of \$611,244.55 by the paragraph 2(c) aggregate number of approved homesteads and approved farmsteads of 3,246 (before considering the assessed value of approved homesteads and approved farmsteads having an assessed value below the preliminary calculation of the maximum real estate assessed value reduction amount to be established as the homestead and farmstead exclusion amount), the preliminary calculation of the maximum real estate tax reduction amount applicable to each approved homestead and to each approved farmstead is \$188.83

1. Based on calculations provided by the School District Business Office from the best available information and carefully evaluated by the School Board, considering the assessed value of approved homesteads and approved farmsteads having an assessed value below the preliminary calculation of the maximum real estate assessed value reduction amount to be established as the homestead exclusion and the farmstead exclusion amount, an additional aggregate amount of \$1,785.82 will be available during the school year for real estate tax reduction applicable to approximately 3,216 homesteads and farmsteads, resulting in an additional real estate tax reduction amount available for each homestead and farmstead of \$.52. Adding this additional amount to the preliminary calculation of the maximum real estate tax reduction amount of \$188.31, the final maximum real estate tax reduction amount applicable to each approved homestead and to each approved farmstead is \$188.83.

Board President _____

Board Secretary _____

Date _____

Date _____

School	# of Concussions	Concussion happened before/after school	Concussion during Phys. Ed/Recess/Class time	PIAA Athletics
Elementary				
2013-2014	3		3	0
2014-2015	7		In school - 7	0
2015-2016	9 - 2%	8	1	0
2016-2017	4 - less than 1%	3	1	0
2017 - 2018	9 - 2%	3	6	0
2018 - 2019	3 - less than 1%	3	0	0
School	# of Concussions	Concussion happened before/after school	Concussion during Phys. Ed/Recess/Class time	PIAA Athletics
Middle School				
2013-2014	17	7	2	8
				Football - 2
				Basketball - 4
				Baseball - 2
2014-2015	19	5	4	10
				Soccer - 4
				Football - 1
				Wrestling - 2
				Basketball - 1
				Softball 2
2015-2016	30 - 11%	9	9	12
			Soccer - 2	Soccer - 6

			Doctorball - 2	Football - 1
			Volleyball - 1	Wrestling - 1
			Dodgeball - 1	Basketball - 2
			Basketball - 1	Softball - 2
			Ran into the wall - 1	
			Speedball - 1	
2016-2017	8 - 2%	4	2	2
			Fell in gym class - 1	Soccer - 1
			Speedball in gym class - 1	Field Hockey - 1
2017 - 2018	18 - 6%	5	7	6
			Gym class - 4	Soccer - 4
			Ghostbuster game - 1	Basketball - 2
			Soccer - 1	
			Speedball - 1	
			Volleyball - 1	
2018 - 2019	7 - 2%	4	1	2
				Football - 1
				Basketball - 1
School	# of Concussions	Concussion happened before/after school	Concussion during Phys. Ed/Recess/Class time	PIAA Athletics

High School

2013-2014	19	7	4	8
				Football - 2
				Soccer - 4
				Field Hockey - 1
				Volleyball - 1
2014-2015	13	5	0	8
				Football - 3
				Soccer - 3
				Field Hockey - 2
2015-2016	21 - 5%	9	3	9
			Baseball - 1	Basketball - 2
			Frisbee - 1	Football - 3
			Volleyball - 1	Cheerleading - 1
				Soccer - 1
				Field Hockey - 2
2016-2017	15 - 3%	8	1	6
			Phys Ed. - golf	Soccer - 3
				Field Hockey - 1
				Wrestling - 1
				Softball - 1
2017 - 2018	20 - 5%	9	3	8
			PE basketball - 1	Basketball - 1
				Cheerleading - 2
				Football - 2

				Soccer - 1
				Twirling - 1
				Wrestling - 1
2018 - 2019	18 - 3%	8	3	7
			PE volleyball - 1	Football - 4
			PE basketball - 1	Volleyball - 1
			PE floor hockey - 1	Tennis - 1
				Soccer - 1
<i>Kutztown School District K - 12 Total # of Concussions K - 12</i>				
2013-2014	39			
2014-2015	39			
2015-2016	60			
2016-2017	27			
2017 - 2018	47			
2018 - 2019	28 - 2%			