

Community Champion Agreement

The purpose of this Community Champion Agreement (this "Agreement") is to document the Lawton Public Library, a department of the Lawton Public Library;" a shared understanding of the roles of the entity listed in the signature page ("Community Champion"), a municipal agency; and Unite USA Inc., a Delaware corporation (hereinafter referred to as "Unite Us") (collectively, the "Parties"), in supporting the coordinated care network within the territory described herein. Unite Us owns a technology platform that connects healthcare and social service providers, creating an ecosystem for providers to work together to address social determinants of health and track outcomes as a coordinated network. Pursuant to this Agreement, Unite Us will provide Community Champion the necessary support to access and champion the use of the coordinated network among its partners. The coordinated network will be referred to in external communications as the "Unite Oklahoma Network."

Roles and Responsibilities

Unite Us will

- Pay Community Champion an initial payment of \$5,000 within thirty (30) days of the Effective Date of this Agreement and, subject to Community Champion's performance of the responsibilities set forth below, pay Community Champion a second payment of \$5,000 within thirty (30) days of receipt of invoice from Community Champion following the Effective Date.
- Provide recognition of Community Champion on the Unite Oklahoma Network website hosted by Unite Us
- Provide recognition of Community Champion's role in the Unite Oklahoma Network in Community Discovery Meetings and Strategy Sessions

Community Champion will

- Send a mutually agreeable network introduction email to all partners via Unite Us' CRM tool (Hubspot)
- Publicize and support the Unite Oklahoma Network with local community-based organizations by co-hosting mutually agreed upon Community Discovery Meetings, Strategy Sessions, and/or incorporating Unite Us into local community coalitions and forums. Community Champion will host a minimum of 3 sessions and shall host additional sessions as mutually agreed by the Parties. Meetings will be co-hosted using the Unite Us' Zoom account if not being held in person.
- Partner will facilitate the registration and onboarding of a minimum of 25 service providers in the territory.
- Emphasize collaboration with Unite Us as a partner within community and public forums
- Serve on the Community Advisory Committee and Local Implementation Workgroup
- Provide Unite Us a list of a minimum of 35 of Community Champion's community-based organization partners and contacts to enable Unite Us to conduct outreach in partnership with Community Champion
- Participate in a minimum of 2 co-branded marketing campaigns and/or events in partnership with the Unite Us Marketing team

General Terms

Each Party agrees: (a) to protect the disclosing Party's Confidential Information from unauthorized dissemination and use; (b) to use the disclosing Party's Confidential Information only for the performance of the receiving Party's obligations and in connection with the exercise of the receiving Party's rights hereunder; (c) to disclose any Confidential Information only to those of its employees, agents, or contractors who have a need to know for the performance of their duties and who are bound to comply with confidentiality obligations no less restrictive than the requirements set forth in this Agreement; (d) not to disclose or otherwise provide to any third party, without the prior written consent of the disclosing Party, any Confidential Information or any part or parts thereof; and (e) not to remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information. For purposes of this Agreement, "Confidential Information" means information and data relating to a Party's products, services, technology and systems, business requirements and plans, pricing, finances, costs, and other similar non-public business information which (i) is marked to indicate its confidential or proprietary status or (ii) by its nature is proprietary or non-public, even if not marked, and regardless how disclosed. Confidential Information does not include information which a Party can demonstrate (i) was or becomes publicly known through no fault of the receiving Party; (ii) was known by the receiving Party before receipt from the disclosing Party; (iii) was rightfully received by the receiving Party without confidential or proprietary restriction from a source other than the disclosing Party that does not owe a duty of confidentiality to the disclosing Party with respect to such Confidential Information; or (iv) was independently developed by the receiving Party without the use of or reference to the Confidential Information.

This Agreement takes effect starting on the date signed by the Parties and shall continue for a term of one (1) year. The Parties may agree in writing to renew this Agreement for additional one-year periods. This Agreement is subject to the provisions of all applicable federal and state laws, regulations, and policies. This Agreement may be terminated by either Party upon a material breach of any term that has not been remedied within thirty (30) days following notice of such breach from the non-breaching Party.

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

Amendments to this Agreement may be considered at any time. This Agreement can be amended solely by written agreement signed by authorized officers of the Parties.

This Agreement shall be governed by the law of Delaware, without reference to its conflict or choice of law principles.

Primary Contact Information

Community Champion

Kristin Herr

Director, Lawton Public Library

Unite Us

Kayla Woodberry, Senior Community Engagement Manager

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by duly authorized representatives of the Parties as of the last date set forth below (the "Effective Date").

For:


Lawton Public Library

By:

Name Printed:

Title:

Date:



Michael Cleghorn

City Manager

8/20/2021

UNITE USA INC.

By:

Name Printed:

Title:

Date:

