



## EmbraceDS® Contract

Embrace®  
PO Box 305  
Highland, IL 62249

School Association for Special Education in  
DuPage County (SASED)  
2900 Ogden Avenue  
Lisle, IL 60532

The following is an Embrace DS® Contract (hereinafter “contract” or “agreement”). This contract is made between Brecht’s Database Solutions, Inc. d/b/a Embrace® (hereinafter “Embrace®”, “We”, “Us” or “Licensor”) and School Association for Special Education in DuPage County (SASED) (hereinafter “You”, “Your” or “Licensee”).

**EMBRACE®**  
**EmbraceDS®**  
**WEBSITE LICENSE AGREEMENT**

**NOTICE TO USER:** PLEASE READ THIS AGREEMENT CAREFULLY. BY USING ALL OR ANY PORTION OF THE WEBSITE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

YOU AGREE THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY THAT OBTAINS ACCESS THROUGH LICENSEE TO THE WEBSITE AND ON WHOSE BEHALF IT IS USED. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT EXECUTE THIS CONTRACT OR USE ANY OF OUR PRODUCTS OR WEBSITE.

Embrace® owns all intellectual property in/on the Embrace® website (hereafter “website”) and its related Embrace® software (hereafter “software”). Embrace® agrees to allow you and/or your authorized agents to login and access the website and use our software only in accordance with the terms of this Agreement. Any unauthorized access or use of Embrace’s products is cause for immediate termination of your access to its products by all means available to us.

**1. LICENSE TO ACCESS WEBSITE.** As long as you obtained access to the website from Embrace® and as long as you comply with the terms of this and any other Agreement you have with Embrace®, Embrace® grants you a nonexclusive license to use the website in the manner and for the term and purposes described below.

**2. INTELLECTUAL PROPERTY OWNERSHIP.** The website and its related software are the intellectual property of and are owned by Embrace®. The structure, organization, and code of the website and its related software contain valuable trade secrets and confidential information of Embrace®. Except as expressly stated herein, this Agreement does not grant you any intellectual property rights whatsoever in the website and its related software and all rights are reserved by Embrace®. Embrace® warrants that no third party has any claim to any trademark, patent, or proprietary interest in any services Embrace® provides to you. Embrace® will defend, hold harmless, and indemnify you from any claims brought by a third party against you to the extent based on an allegation that the Embrace® website, software or database infringe any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party. Any form, database, or software that is altered, conceived, made, or developed in whole or in part by Embrace® (including any developed jointly with you) during or as a result of our relationship with you shall become and remain the sole and exclusive property of Embrace®. You agree to make no claim in the rights or ownership of any such form, database or software.

To the extent that any custom form is created by Embrace® for you, based upon any prior form, template or exemplar provided by you, you warrant and represent to Embrace® that you created said form(s) or have the legal right to use said form(s). You agree to indemnify Embrace® for any third-party claims for infringement, misappropriation or other violation of any third-party’s intellectual property rights where such claims are made against Embrace® for forms, templates or exemplars created based upon material provided by you to Embrace®.

**3. RESTRICTIONS.** You may not copy, modify, adapt or translate any Embrace® software. You may not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of any Embrace® software. You may not rent, lease, sell, sublicense, assign or transfer your rights in the website, or authorize any portion of the website and its related software to be copied onto another individual or legal entity’s computer except as may be permitted herein. You may not allow access or use of our website or software for any other purpose than agreed to in advance between Embrace® and you.

**4. LIMITED WARRANTY.** Embrace® warrants to the licensee that the website will permit the licensee to produce, fill-out, and print the DS forms for the period of time outlined in the current contract. All warranty claims must be made within the current contract period. If the Services do not perform as warranted, Embrace® will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the Embrace® current support process in effect at the time of the Defect. All warranty claims must be made within the current contract period. If the website or software does not perform as above, the entire liability of Embrace® and your sole and exclusive remedy will be limited to a prorated refund of the license fee you have paid Embrace®.. This limited warranty, the warranty against non-infringement of intellectual property rights, and Embrace's indemnification for a breach are the only warranties provided by Embrace®. Embrace® expressly disclaims all other warranties, either expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose with regard to the website, software and accompanying written materials.

**5. DISCLAIMER.** Embrace® does not warrant to the licensee that the forms that may be produced from the website will comply with federal or state laws or regulations, including those which limit the extent to which the information may be disclosed to third parties.

Embrace® will take all commercially reasonable steps to provide an uninterrupted, timely, secure, and error-free website. Nonetheless, Embrace® makes no warranty or representation that (a) the website will be uninterrupted, timely, secure, or error-free; or (b) the results that may be obtained from the use of the website will be accurate or reliable.

**6. DISTRICT E-SIGNATURE USAGE.** Embrace® has the ability to include electronic signatures. If your District is using electronic signatures in the Embrace® system it agrees to hold Embrace® harmless against any and all claims that may arise out of the use of this feature. If you choose not to use electronic signatures for either your staff or all meeting attendees, you must notify your implementation specialist and verify that they are not available in your system.

All Parties shall ensure that the person entering an e-signature onto any Embrace® document is an authorized signatory. The e-signature of any Party or Person is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. All e- signatures shall be subject to the Uniform Electronic Transactions Act and/or any similar State statutes which have jurisdiction over the transactions of the Parties; this applies to any Parties or end-user's use of Embrace® software's electronic signature functionality. District, and any person using electronic signature functionality, agrees to hold Embrace® harmless for any and all claims which may arise out of their use of that feature. Documents which contain e-signatures may be preserved by Embrace® longer than the duration of the Agreement for the purposes of enforcement of rights and obligations. Any form or document (including this Agreement) signed electronically between the Parties is to be treated as an original document. All Parties hereto shall ensure that the person entering an e-signature onto any Embrace® document is an authorized signatory. The e-signature of any Party or Person is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

**7. LIMITATION OF LIABILITY.** Except as otherwise stated herein, Embrace® will not be liable to you for any loss, damages, claims, or costs whatsoever including any consequential, indirect or incidental damages, any lost profits or lost savings, any damages resulting from business interruption, personal injury or failure to meet any duty of care, or claims by a third party.

**8. SERVICES PROVIDED:** Embrace® agrees to provide the following services:

- Website access to the licensee for staff completion of medical service sheets with respect to Medicaid billing.
- Restrictive access to the website to allowing for multiple levels of use, providing each level with only the access needed.
- A user management system will be included allowing a system administrator to create new users, edit existing users, and delete users.
- Secure Socket Layer (“SSL”) and session tracking for user authorization (the SSL is the component of the software which encrypts the information going between the website and the user, and confirms the identity of the host and the user).
- Identification of Medicaid recipients using the Recipient Eligibility Verification System.
- Provide projected claim amounts based on services provided.
- Support for district as needed to file claims and interpret adjudication notices.

- Web hosting.
- Cross-reference data with the IEP system to track percentages of services to be provided against services delivered.
- Maintenance and updates.
- Multiple support channels available to all users
- Maintain all student data in secure facility on secure servers.
- Daily backups

**9. DISTRICT RESPONSIBILITIES.**

- Register with HFS as a Medicaid Provider obtain a HFS ID number and an NPI number.
- Provide Embrace® access to the HFS/MEDI/IEC system by accepting August Brecht as an administrator.
- Register, or Re-validate, the district with IMPACT.
- Provide Embrace® access to district IMPACT Application.
- Identify staff that provide covered services and give them access to the EmbraceDS® software.
- Complete a Fee-for-Service cost calculation form for each service provider type in the EmbraceDS® software.
- Maintain the IEP system student data including Medicaid eligibility and ID numbers for students.
- Use the MEDI system to look up Medicaid numbers for new IEP students and students transferring in from other districts.
- Based on reports available in the EmbraceDS® system, the district will be responsible for making sure that practitioners are claiming appropriately for their services provided.
- The LEA must verify that no practitioner providing service has been terminated, suspended, or barred from the Medicaid program. The lists of terminated, suspended, and barred practitioners are available at the following Websites. Both lists must be queried to obtain a complete list of terminated, suspended, or barred providers. <http://exclusions.oig.hhs.gov/> and <http://www.state.il.us/dpa/html/sbhs.htm>
- The LEA must maintain Practitioner credential records. These records must:
  1. Be retained on the premises of the LEA
  2. Be current
  3. Include copies of all applicable licenses and certificates
  4. Include a list of current practitioners and associated license numbers

**10. FEE-FOR-SERVICE WEBSITE YEARLY COSTS.** The initial contract is for a one year period from July 1, 2022 to June 30, 2023 (2022-2023 school year). (Prices apply to individual districts, cooperatives, joint agreements, and associations.) Custom forms, software and/or programs are available from Embrace® and, if requested, will be subject to a separate Agreement between you and us. Customized work is an additional cost and will be billed separately from your annual contract.

Program Subscription	Annual Fee
EmbraceDS® (Percentage Fee): 5% of HFS Reimbursements Facilitated by Embrace® *Payment of this fee to EmbraceDS® shall be subject to Medicaid’s reconciliation process. School Association for Special Education in DuPage County (SASED) shall issue any outstanding payments to EmbraceDS® promptly after each Medicaid reconciliation process/cycle.	5% of Reimbursements

Program Subscription	Annual Fee
<b>Special Transportation Services Per District (Percentage Fee)</b>	
Special Transportation ( <u>District</u> inputs Transportation Data in EmbraceDS®): 5% of HFS Reimbursement Facilitated by Embrace®	
Special Transportation ( <u>Embrace®</u> inputs Transportation Data supplied by district if elected): 10% of HFS Reimbursement Facilitated by Embrace®	

Additional trainings can be added at the following cost:

Webinar sessions @ \$500.00 per session.

On-site training @ \$2,500.00 per trainer per day.

I acknowledge that the district will be invoiced separately for the cost of on-site training. (Please initial) \_\_\_\_\_

\*Additional webinar and on-site training sessions are available at the district's request and will be invoiced at the current rate.

**11. GENERAL PROVISIONS.** If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which will remain valid and enforceable according to its terms.

**12. INDEMNITY.** Notwithstanding any language contained in this Agreement, you agree to indemnify Embrace® from any and all third-party liabilities, losses, actions, damages, or claims (including all reasonable expenses, costs, and attorney fees) directly arising out of your breach of this contract or negligent act(s) or omission(s). Notwithstanding any language contained in this Agreement, Embrace® agrees to indemnify you from any and all third-party liabilities, losses, actions, damages, or claims (including all reasonable expenses, costs, and attorney fees) directly arising out of Embrace's® breach of this contract or Embrace's® negligent act(s) or omission(s).

**13. DURATION.** This contract for website access to EmbraceDS® is for a 1 year period.

**14. CONTRACT RENEWAL.** In the event that you renew the contract, we will enter into a Renewal Contract with you on an annual basis. The terms of this Master Contract shall apply to any renewal unless specifically noted otherwise in the written Renewal Contract.

**15. INSURANCE.** Embrace® shall procure and maintain through an insurance company or companies licensed to conduct business in Illinois insurance with coverage and limits as specified below or greater. Embrace® shall notify Licensee 30 days in advance of the termination, cancellation or material amendment to policy. Upon execution of this contract, and at anytime during the term of this contract or any extension thereof, Licensee may request and Embrace® shall furnish to Licensee certificate(s) of insurance, policies, and endorsements reflecting the required coverages.

The type and minimum limits of insurance required are as follows:

Type	Limits
Commercial General Liability	
1. Per Occurrence:	\$1,000,000
2. Aggregate:	\$2,000,000
Cyber Liability	\$5,000,000

**16. TERMINATION.** Either party may terminate this contract for cause by providing the other party with seven (7) days' notice of any breach of this contract. The contract will be terminated at the end of the seven (7) day period unless the party in breach cures the breach within the seven (7) day period. Either party may also terminate this contract for convenience by providing the other party with thirty (30) days written notice. In the event that Either party terminates the contract before June 30, 2023, Embrace® shall provide a pro rata refund to Licensee of the annual fee for all payments that Licensee has paid. Said refund shall be paid within thirty (30) days of the termination date. This refund will not include payments for Training, implementation costs and any additional customization which has been performed at client request.

**17. RETURN/DESTRUCTION OF LICENSEE DATA.** Upon expiration of the term of the Agreement, upon the earlier termination of the Agreement for any reason, or upon Licensee's request, Licensor covenants and agrees that it will maintain your database information and provide read-only access (Read-Only access includes the ability to download and print PDFs as well as to run reports on previously entered data) of data and any documents for one (1) year from the date of termination of this Contract or subsequent failure to renew. At the end of the one (1) year read only time-frame, or sooner at Licensee request, Embrace® will remove any and all on-line access to Licensee data. Embrace® maintains long-term, off-site, encrypted backups that data which may exist for up to 7 years. Encryption keys used for off-site backups are stored on a separate network from the backup file itself. Data on long-term, off-site backups are preserved for legal/audit purposes. Embrace® acknowledges and agrees that any off site, encrypted backup data remains subject to the student record maintenance and access rules set forth in State and federal law and will continue to preserve and protect the privacy of that information consistent with those laws until such time as the data is destroyed. Embrace® is not responsible for the loss of any information after termination or failure to renew the Agreement.

**18. ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement and understanding between the parties in relation to the subject matter hereof and there are no premises, representations, conditions, provisions, or terms related thereto other than those set forth in this Agreement. Any changes hereto must be in writing and signed by authorized representatives of both parties.

**19. GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

**20. DISPUTE RESOLUTION.** In the event of any dispute or claim arising out of or related to this Agreement, the parties shall, as soon as reasonably practicable after receiving written notice from the other party of the dispute, meet and confer in good faith regarding such dispute at a mutually agreeable time and place. The obligation to meet and confer does not obligate either party to agree to any compromise or resolution of the dispute. The meet and confer process shall be considered a settlement negotiation for purposes all applicable laws and shall be conducted confidentially and without prejudice to either party's rights to pursue legal remedies through the judicial system. The parties may agree to utilize the services of a mediator through the American Arbitration Association to facilitate meet and confer discussions and agree to jointly and equally share the expenses of the mediator. If the parties fail to

resolve any dispute for any reason within 30 days after a party provides written notice of a dispute, either party may file suit..

**21. NOTICE.** Any notice required by this contract shall be directed in writing via certified mail and electronic mail (if listed below) to:

**To Embrace:**

August R. Brecht  
President  
Brecht's Database Solutions, Inc.  
PO Box 305  
Highland, IL 62249

Gus@embraceeducation.com

With a copy to:

Donald K. Schoemaker

Greensfelder  
12 Wolf Creek Drive., #100  
Belleville, IL 62226  
DKS@greensfelder.com

**To Licensee:**

Dr. Melinda McGuffin  
Executive Director  
School Association for Special Education  
in DuPage County (SASED)  
2900 Ogden Avenue

Lisle, IL 60532  
mmcguffin@Sased.org

With a copy to:

Engler Callaway Baasten & Sruga, LLC

2215 York Rd., Suite 400  
Oak Brook, IL 60523  
arogers@ecbslaw.com

**22. VENUE.** Both parties agree that venue for any dispute arising under this Agreement is proper in a court of law in the Circuit Courts of DuPage County, Illinois or, if applicable, the United States District Court for the Northern District of Illinois.

**23. CAPTIONS.** The captions for the paragraphs of this Agreement shall not be deemed to have legal significance and are simply designed as an aid in reading and to represent the general terms of the paragraph involved.

**24. BENEFIT.** This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, beneficiaries, heirs, executors, administrators, and legal representatives.

**Licensor:**

**Brecht's Database Solutions, Inc. d/b/a EMBRACE®**

FEIN: 20-4100129

August R. Brecht, President

*August Brecht*

**Licensors:**

**Brecht's Database Solutions, Inc. d/b/a EMBRACE®**

Licensee:

School Association for Special Education in DuPage County (SASED)

FEIN: 36-2919494

Dr. Melinda McGuffin, Executive Director



*Melinda McGuffin*

KLF



# Signature Certificate

Reference number: XOFMZ-WDBBC-9NHW7-RUWAH

Signer	Timestamp	Signature
<b>August Brecht</b> Email: gus@embraceeducation.com Sent: 13 May 2022 19:22:24 UTC Viewed: 13 May 2022 20:48:04 UTC Signed: 13 May 2022 20:48:18 UTC		
<b>Recipient Verification:</b> ✓Email verified	13 May 2022 20:48:04 UTC	IP address: 96.40.211.219 Location: Belleville, United States
<b>Melinda McGuffin</b> Email: mmcuffin@sased.org Sent: 13 May 2022 19:22:24 UTC Viewed: 13 May 2022 19:22:54 UTC Signed: 19 May 2022 19:40:46 UTC		
<b>Recipient Verification:</b> ✓Email verified	13 May 2022 19:22:54 UTC	IP address: 207.177.213.158 Location: Plano, United States

Document completed by all parties on:  
19 May 2022 19:40:46 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.



## SOPPA ADDENDUM

THIS SOPPA ADDENDUM ("Addendum"), effective simultaneously with the attached EmbraceIEP® or EmbraceDS® Contract (the "Agreement") by and between Brecht's Database Solutions, Inc. d/b/a/ Embrace®, a corporation organized and existing under the laws of Illinois (the "Company") and School Association for Special Education in DuPage County (SASED) (the "LEA"), is incorporated in the attached Agreement and modifies and overrides the relevant terms of the Agreement (and all supplemental terms and conditions and policies applicable to the Agreement) as follows:

**1. Purpose of Addendum and Compliance with Applicable Privacy Laws.** The Company and the LEA agree that the purpose of this Addendum is to describe the services or product that the Company shall provide to the LEA and ensure compliance with applicable privacy laws, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act ("COPPA"), the Illinois School Student Records Act ("ISSRA"), the Illinois Student Online Personal Protection Act ("SOPPA"), the Mental Health and Developmental Disabilities Confidentiality Act ("MHDDCA"), and the Personal Information Protection Act ("PIPA").

**2. Use of Confidential Student Records.** The Company shall cause each officer, director, employee, consultant, subcontractor, agent, and other representative who shall have access to any personally identifiable information or material or information that is linked to personally identifiable information or material in any media or format of the LEA's students that is not publicly available (hereinafter "Confidential Student Records") during the term of the Agreement (collectively, the "Authorized Representatives") to maintain in strict confidence and trust all Confidential Student Records. The Company shall take all reasonable steps to ensure that no Confidential Student Records are disclosed to any person or entity except those who (i) are Authorized Representatives of the Company performing functions for the LEA under the Agreement and have agreed to be bound by the terms of this Agreement; (ii) are authorized representatives of the LEA, or (iii) are entitled to such Confidential Student Records from the Company pursuant to federal and/or Illinois law. The Company shall use Confidential Student Records, and shall take all reasonable steps necessary to ensure that its Authorized Representatives shall use such records, solely for purposes related to and in fulfillment of the performance by the Company of its obligations pursuant to the Agreement. The identity of Authorized Representatives having access to the Confidential Student Records will be documented and access will be logged.

**3. Use of Confidential Student Records as School Official.** Pursuant to FERPA, the Company is acting as a school official with a legitimate educational interest, is performing an institutional service or function for which the LEA would otherwise use employees, is under the direct control of the LEA with respect to the use and maintenance of Confidential Student Records, and is using the Confidential Student Records only for an authorized purpose. The Company shall not re disclose Confidential Student Records to Authorized Representatives (except as performing functions for the LEA) or any third-party without express written permission from the LEA or pursuant to court order, unless such disclosure is otherwise permitted under FERPA, ISSRA, SOPPA and MHDDCA.

In the event a third party, including law enforcement or a government entity, contacts the Company with a request or subpoena for Confidential Student Records in the possession of the Company, the Company shall redirect the third party to seek the data directly from the LEA. In the event the Company is compelled to produce Confidential Student Records to a Third Party in compliance with a court order, the Company shall, if possible, notify the LEA at least five (5) school days in advance of the court ordered production and, upon request, provide the LEA with a copy of the court order requiring such production.

**4. Security Standards.** The Company and LEA each shall implement and maintain commercially reasonable security procedures and practices, and physical and technical safeguards, no less rigorous than accepted industry practices (updated as such practices evolve), to protect the Confidential Student Records from unauthorized access, destruction, use, modification, disclosure, or acquisition of computerized data that compromises the security, confidentiality, or integrity of the Confidential Student Records (a "Security Breach"). For purposes of the Agreement and this Addendum, "Security Breach" does not include the good faith acquisition of Confidential Student Records by an employee or agent of the LEA or Company, so long as the Confidential Student Records are used solely for purposes permitted by SOPPA and other applicable law, and so long as the Confidential Student Records are restricted from further unauthorized disclosure.

**5. Security Breach Requirements.**

**A. Assistance with LEA Investigations and Notice:** In the event of a Security Breach involving Confidential Student Records, the Company shall promptly:

1. Provide the LEA with the name and contact information for an employee of the Company who shall serve as the LEA's primary security contact and shall be available to assist the LEA twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach; and
2. Notify the LEA of the Security Breach as soon as practicable, but no later than twenty four (24) hours after the Company becomes aware of it. Notice to the LEA of any Security Breaches shall be made by telephone at (630) 778-4500, and by e-mail to Dr. Melinda McGuffin - mmcguffin@sased.org, with a read receipt. Any Security Breach notification provided by the Company to the LEA shall include a list of the students whose Confidential Student Records were compromised or are reasonably believed to have been compromised in the breach, if known.

Immediately following the Company's notification to the LEA of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. The Company agrees to fully cooperate with the LEA in the handling of the matter, including, without limitation:

- i. Assisting with any investigation;
- ii. Facilitating interviews with the Company's employees and other involved in the matter; and
- iii. Making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, or as otherwise reasonably required by the LEA.

**B. Assistance with Company Investigations:**

In the event the L.E.A. identifies access to the Company's platform by a third-party unauthorized user, LEA shall promptly notify the Company of the attempted or actual access within seventy-two (72) hours after the LEA becomes aware of the same. If the access identified by the LEA results in the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of covered information maintained by the Company, the LEA and Company will cooperate with one another in assessing the effectiveness of their own applicable security procedures and practices. LEA will provide the Company with records, logs, files, data reporting and other materials that identify the attempted or actual access identified by the L.E.A. to the extent such information facilitates a root-cause analysis by the Company of its security procedures and practices.

If a Security Breach is solely attributable to the LEA and for which the LEA would not be immune from liability under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or other applicable immunities or defenses, the LEA shall reimburse the Company for reasonable legal fees, audit costs, and any other fees or damages imposed against the Company as a result of the Security Breach.

**C. Reimbursement of Expenses:** In the event of a Security Breach solely attributed to the Company, the Company shall reimburse the LEA for any and all reasonable costs and expenses that the LEA incurs in investigating and remediating the Security Breach, including but not limited to costs and expenses associated with:

- i. Providing notification to the parents of those students whose Confidential Student Information was compromised and to regulatory agencies or other entities as required by law or contract;
- ii. Providing credit monitoring to those students whose Confidential Student Information was exposed in a manner during the Security Breach that a reasonable person would believe that it could impact his or her credit or financial security;
- iii. Reasonable legal fees, reasonable audit costs, fines, and any other fees or damages imposed against the LEA as a result of the Security Breach; and
- iv. Providing any other notifications or fulfilling any other requirements adopted by the Illinois State Board of Education or of any other State or federal laws.

**D.** The parties agree to indemnify and hold each other harmless against any and all liabilities, claims, causes of action, damages, costs, expenses, and fees, including reasonable attorneys' fees, that either party incurs arising out of or occurring in connection with the other party's negligent, reckless or intentional misconduct or breach of the terms of this Agreement.

**6. Transfer, Deletion or Correction of Confidential Student Records.** The Company will delete or transfer to the LEA any unnecessary Confidential Student Records, as directed by the LEA within thirty (30) days of the LEA requesting deletion or transfer of Confidential Student Records. Upon termination or expiration of the Agreement, the LEA will have print-only access to all Confidential Student Records contained in the Embrace system for a period of one year. LEA may arrange for transfer of such Confidential Student Records with LEA. Unless previously deleted or transferred at the request of the LEA, Company shall delete Confidential Student records one year after the termination or expiration of the Agreement. Company is not responsible for any Student Data deleted one year after termination or expiration of the Agreement.

In the event that a parent requests corrections of factual inaccuracies in the covered information collected by the Company, the LEA shall correct the same, and the Company shall assist LEA as requested by LEA in writing.

The LEA shall have access to all Confidential Student Records in the possession of the Provider for the purposes of affording a parent an opportunity to inspect and/or copy the Confidential Student Records and/or request deletion of the same. The LEA shall establish reasonable procedures pursuant to which a parent, as that term is defined in 105 ILCS 10/2(g), may inspect and/or copy Confidential Student Records. If a parent contacts the Provider directly to inspect, copy or request correction of Confidential Student Records, the Provider shall refer the parent to the LEA, which shall follow its published procedures governing Student Records. Company shall assist the LEA, as necessary, to access or alter Confidential Student Records as directed by the LEA in writing. Company shall have no liability for alteration of Confidential Student Records at the LEA's written direction.

7. **Third Party Disclosures.** The Company shall not sell, rent, lease, trade or otherwise disclose to a third party any Confidential Student Records received from the LEA or its students except as permitted by state or federal law. The Company shall in all respects comply with the applicable provisions of FERPA, COPPA, ISSRA, SOPPA, MHDDCA and PIPA, as amended from time to time. Company shall have no liability for LEA's disclosure of Confidential Student Records in Company's system to any Third-Party

8. **Geographic Transmission and Storage Limitation.** The Company shall not transmit to or store any data received from LEA on a server or other data storage medium located outside the United States of America.

9. **Company Privacy Policy Changes.** Any changes the Company may implement with respect to its privacy policies shall be ineffective and inapplicable with respect to the LEA unless the LEA affirmatively consents in writing to be bound by such changes. Student record access granted to parents/guardians of the LEA's students must not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in the Agreement or this Addendum.

10. **Public Access of Contract Documents.** Pursuant to SOPPA, the LEA must publish on its website the Agreement between the Company and the LEA, including this Addendum.

11. **Survival Clause.** The non-disclosure obligations of the Company and its Authorized Representatives regarding the information contained in the Confidential Student Records shall survive termination of the Agreement.

12. **Notice.** Any Notice delivered pursuant to the Agreement and/or this SOPPA Addendum shall be deemed effective upon receipt by the authorized agent of the other party as indicated in the transmission material if by e-mail; or ten (10) days after mailing via registered United States Postal Service or such other trackable mailing service (e.g. UPS, FedEx).

13. **Additional SOPPA Required Information.**

The information under this Section 12 must be updated and provided to the LEA, at a minimum, by the beginning of each fiscal year (July 1) and at the beginning of each calendar year (January 1).

A. **Description of Services.** The Company shall provide the LEA with the following product or service (check one):

See attached Agreement describing the product or service (in lieu of describing product or service); OR

[ ] \_\_\_\_\_

B. **Confidential Student Records.** The LEA is providing the following Confidential Student Records to Company strictly in accordance with the Parties' Agreement, including this Addendum, and applicable state and federal law: **See attached Schedule of Data.**

C. **Company's Disclosure of Confidential Student Records.** The Company has in the past, currently is, and/or will in the future disclose Confidential Student Records to the following third-parties, affiliates, subcontractors, or agents: **None.**

**D. Parental and Student Rights.** Parents and students who wish to: (a) inspect and review the student's Confidential Student Records, (b) request a paper or electronic copy of the student's Confidential Student Records, and/or (c) request corrections of factual inaccuracies in the student's Confidential Student Records may submit a written request to the LEA directly. Written requests may be directed to Dr. Melinda McGuffin: [mmcguffin@sased.org](mailto:mmcguffin@sased.org). Company shall assist LEA as set forth above.

**14. Extension of Privacy Terms.** The Company agrees that the privacy terms of the Agreement and this document will extend to all authorized users utilizing the EmbraceIEP® or EmbraceDS® database under the Agreement. Member District who are authorized to use the database must signify their agreement to this SOPPA Addendum by completing and delivering the same and Exhibit A of SOPPA Addendum hereto, to Brecht's Database Solutions, Inc. DBA: Embrace®, located at 1000 Broadway, Suite 300, Highland, IL 62249 or by authorized email directed to: August R. Brecht

SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN  
DUPAGE COUNTY (SASED)

BRECHT'S DATABASE SOLUTIONS, INC  
D/B/A EMBRACE®

By: *Melinda McGuffin*

By: *August Brecht*

Name (Print): Dr. Melinda McGuffin

Name: August R. Brecht

Title: Executive Director

Title: President

Date: 2022-05-19

Date: 2022-05-13

KLF

Exhibit A to  
**SOPPA ADDENDUM**

By its signature below, \_\_\_\_\_, a Member District of the School Association for Special Education in DuPage County (SASED), accepts the privacy terms of the SOPPA ADDENDUM to the EmbraceIEP® and EmbraceDS® Contract ("Agreement") between Brecht's Database Solutions, Inc. d/b/a/ Embrace®, a corporation organized and existing under the laws of Illinois (the "Company") and School Association for Special Education in DuPage County (SASED) (the "LEA"), and agrees to be bound by the same terms for the duration of the Agreement.

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

SCHOOL DISTRICT NAME: \_\_\_\_\_

DESIGNATED REPRESENTATIVE OF LEA:

Name: \_\_\_\_\_

Title: \_\_\_\_\_


Address: \_\_\_\_\_


Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

# Signature Certificate

Reference number: RBNCA-PO4FV-XXMOI-SN92H

Signer	Timestamp	Signature
<b>August Brecht</b> Email: gus@embraceeducation.com Sent: 13 May 2022 19:28:10 UTC Viewed: 13 May 2022 20:47:05 UTC Signed: 13 May 2022 20:47:25 UTC		
<b>Recipient Verification:</b> ✓Email verified	13 May 2022 20:47:05 UTC	IP address: 96.40.211.219 Location: Belleville, United States

<b>Melinda McGuffin</b> Email: mmcuffin@sased.org Sent: 13 May 2022 19:28:10 UTC Viewed: 13 May 2022 19:33:13 UTC Signed: 19 May 2022 19:46:52 UTC		
<b>Recipient Verification:</b> ✓Email verified	13 May 2022 19:33:13 UTC	IP address: 207.177.213.158 Location: Plano, United States

Document completed by all parties on:  
19 May 2022 19:46:52 UTC

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