

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and

Palmdale School District

("Originating LEA") which is dated Nov 22, 2022, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

bdenton@paradigm-healthcare.com.

PROVIDER: Paradigm HealthCare Services, LLC

BY: Constance Laflamme Date: 11-23-2022

Printed Name: Constance Laflamme Title/Position: CEO/Owner

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the Palmdale School District

and the Provider. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

LEA: _____

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

EXHIBIT “H” – Additional Terms or Modifications
Version Paradigm Healthcare Services

LEA and Provider agree to the following additional terms and modifications:

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99);

the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312); the a Data Use Agreement (“DUA”) between LEA and Department of Health Care Services (“DHCS”), applicable state privacy laws and regulations

and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA**. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including LEA’s intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.

ARTICLE IV: DUTIES OF PROVIDER

6. **Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, ~~within sixty (60) days of the date of said request and~~ according to a schedule and procedure as the Parties may reasonably agree and/or under the provisions of applicable law. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data ~~after providing the LEA with reasonable prior notice. In accordance with the data retention policy described in Exhibit A*~~. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a “Directive for Disposition of Data” form, a copy of which is attached hereto as **Exhibit “D”**. If the LEA and Provider employ Exhibit “D,”

no further written request or notice is required on the part of either party prior to the disposition of Student Data described in **Exhibit "D"**.

Note* Exhibit A language will include the following:
Provider needs to provide the detailed retention policy details, including the timeline.

EXHIBIT "C" **DEFINITIONS**

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use, Software License Agreement or Website Policies or Data Use Agreement.