

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

ARTICLE V: DATA PROVISIONS

2. **Audits.** No more than once a year, or following ~~unauthorized access a~~ Data Breach, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The LEA may make reasonable inquiries of the Provider regarding the use of the LEA's Student Data and the security measures undertaken by the Provider to protect said Student Data. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

ARTICLE V: DATA PROVISIONS

4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the ~~incident~~ Data Breach, unless notification within this time limit would disrupt investigation of the ~~incident~~ Data Breach by law enforcement. In such an event, notification shall be made within a reasonable time after the ~~incident~~ Data Breach. Provider shall follow the following process:
- (1) The ~~security Data~~ bBreach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either
 - (1) the date of the Data bBreach, (2) the estimated date of the Data bBreach, or (3) the date range within which the Data bBreach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law

- enforcement investigation, if that information is possible to determine at the time the notice is provided; and
- v. A general description of the Data bBreach incident, if that information is possible to determine at the time the notice is provided.
- (2) Provider agrees to adhere to all federal and state requirements with respect to a dData bBreach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such dData bBreach.
- (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a dData bBreach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
- (4) LEA shall provide notice and facts surrounding the Data bBreach to the affected students, parents or guardians.
- (5) In the event of a Data bBreach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

EXHIBIT "C" **DEFINITIONS**

Data Breach: breach of the security of the system; unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider.

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

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

Lassen County Office of Education

("Originating LEA") which is dated 06-28-2024, 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:

_____ maria@clayfulhealth.com _____.

PROVIDER: _____ **Clayful, Inc.** _____

BY: _____ *Maria Barrera* _____ Date: 06-28-2024

Printed Name: _____ Maria Barrera _____ Title/Position: _____ CEO _____

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 **Lassen County Office of Education** 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: _____