



Board Target Date: _____

Request for Board Approval of Contract**Vendor/Contractor/Consultant:** EVERY SPECIAL CHILD LLC (staffing agency for teachers)

Will this vendor have direct contact with students? YES _____ If yes, we will need Mandated Reporter Certification

SCHOOL SITE/DEPARTMENT USE ONLY**Select one of the following:** Independent Contractor/Business/Organization*

- * Any person, business, or organization that will be providing non-professional services to the District
- ** Any person, business, or organization that will be providing professional services to the District (Usually as a result of an RFP, i.e., services that require extensive technical knowledge or training in their particular area of expertise.) Engineers, Financial Advisors, Architects, Auditors, Surveyors, Inspectors, etc.
- *** Two or more persons, businesses, corporations, or organizations that will be partnering with the District to perform certain services with the District

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source (Code): 01 - 6500 - 0 - 5770 - 1180 - 5875 - 198 - 5198 % 50

01 - 6500 - 0 - 5770 - 1180 - 5175 - 198 - 5198 % 0.00

01 - 6500 - 0 - 5770 - 1180 - 5875 - 298 - 5198 % 50.00

01 - 6500 - 0 - 5770 - 1180 - 5175 - 298 - 5198 % 0.00

Funding Category: ☐ Base ☐ Supplemental ☐ Concentration
☐ Restricted: _____ ☒ Other: Special Education

For Billing (if applicable): ☐ Bill to: _____ Billing frequency: _____

Contract is: New **Contract Amount:** \$333,000.00

School Site/Department: Special Services **Number of Individuals Served:** TBD

Approved at Site by*: _____ **Date:** _____

* Signature - **FOR CONTRACTS ORIGINATED BY SCHOOL SITE**

Departmental Approval:** Monica Fong **Date:** 09/10/2026

** Signature - **DISTRICT OFFICE DEPT. SIGNATURE**

Contract Created by: Patricia Cons-Fujii **Role:** Department Secretary

Site/Dept: Special Services **Phone #:** 707-890-3800

Proposed Contract Start Date: 08/17/2026 **Proposed Contract End Date:** 06/04/2027

Requisition #: R27-01185

BUSINESS SERVICES USE ONLY

Verified Receipt of: ☐ Insurance(s) ☐ W-9 Form ☐ HR Clearance, if applicable

Board Approval Date: _____

LAST REVISED ON 4-9-25

Attach Signed Vendor Contract: 1 Vendor Contract

EVERY SPECIAL CHILD LLC

288 Durham Avenue

Metuchen, NJ 08840

CLIENT SERVICE AGREEMENT (CA)

2026–2027

This Services Agreement (“Agreement”) is made as of August 31, 2026, by and between:

Client Name: Santa Rosa City Schools (“Client”)

Address: 110 Stony Point Road, Suite 210, Santa Rosa, CA 95401

AND

Every Special Child LLC (“ESC”)

288 Durham Avenue, Metuchen, NJ 08840

(collectively, the “Parties”).

EVERY SPECIAL CHILD LLC
288 Durham Avenue Metuchen, NJ 08840

Phone: (800) 671-2654

Fax: (323) 302-4413

www.everyspecialchild.com

1. SCOPE OF SERVICES

ESC shall provide qualified professionals (“ESC Personnel”), including but not limited to special education teachers, paraprofessionals, speech-language pathologists, occupational therapists, physical therapists, nurses, behavioral staff, and other related service providers, as requested by Client from time to time.

ESC Personnel shall perform services consistent with generally accepted professional standards and in alignment with applicable Individualized Education Programs (IEPs), Individual Service Agreements (ISAs), and service parameters as directed by Client. ESC does not independently determine or control educational programming, IEP development, or service mandates.

Client retains full responsibility for the day-to-day supervision, direction, and control of ESC Personnel, including assignment of duties, work schedules, service delivery expectations, student assignments, and worksite conditions.

2. TERM

This Agreement shall become effective upon execution by both Parties and shall remain in effect through the applicable school year unless earlier terminated in accordance with the terms herein.

The Parties may extend or renew this Agreement by mutual written agreement. In the event services continue without a newly executed agreement, such services shall remain governed by the terms of this Agreement unless otherwise agreed in writing.

3. COMPENSATION AND INVOICING

Client agrees to compensate ESC at the rates specified in **Appendix A – Rate Schedule and Assignment Details**.

ESC shall issue invoices on a bi-weekly or monthly basis. All invoices are due and payable within thirty (30) days from the date of receipt.

Any amounts not paid when due shall accrue interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less.

EVERY SPECIAL CHILD LLC
288 Durham Avenue Metuchen, NJ 08840

Billing shall be based solely on actual hours worked and approved in accordance with this Agreement. No charges shall apply for school closures, holidays, non-student days, or any period during which services are not performed, unless otherwise agreed in writing.

4. TIMESHEET APPROVAL AND BILLING

DESIGNATION OF APPROVERS

Client shall designate an authorized representative (“Primary Approver”) responsible for reviewing and approving timesheets.

Client shall also designate an alternate representative (“Alternate Approver”) to act in the absence of the Primary Approver.

Client shall use reasonable efforts to ensure timely review and approval of timesheets in accordance with the timelines set forth in this Agreement.

SUBMISSION AND APPROVAL OF TIMESHEETS

Timesheets may be submitted electronically via ESC’s system or through physical (in-person) submission. Client agrees to review and approve timesheets in accordance with the following timelines:

- Services rendered from the 1st through the 15th → approval required no later than the 17th
- Services rendered from the 16th through end of month → approval required no later than the 2nd of the following month

DEEMED APPROVAL AND BILLING BASIS

If timesheets are not approved or disputed within the required timelines, such timesheets shall be deemed approved for billing purposes.

ESC reserves the right to invoice based on:

- Submitted timesheets; and
- Services performed under the supervision and direction of Client

FINAL TIMESHEETS (TERMINATION / RESIGNATION)

In the event of assignment termination or personnel resignation, Client agrees to promptly review and approve final timesheets upon submission.

Client acknowledges that timely approval of final timesheets is necessary for ESC to comply with applicable payroll and wage payment obligations, including immediate payment requirements in cases of termination and timely payment requirements in cases of resignation.

TIMESHEET DISPUTES

Any discrepancies must be reported promptly. The Parties agree to work in good faith to resolve any disputes without delaying payment of undisputed amounts.

5. CLIENT RESPONSIBILITIES

Client shall provide and maintain a suitable service environment, including appropriate facilities, workspace, equipment, and materials necessary for ESC Personnel to perform assigned duties.

Client shall provide ESC with relevant portions of IEPs, ISAs, schedules, and any other information reasonably necessary for lawful and appropriate service delivery.

Client shall retain responsibility for supervision, coordination, and oversight of ESC Personnel and shall ensure compliance with District policies, site procedures, and applicable laws.

6. COMPLIANCE AND SERVICE DELIVERY

ESC shall assign personnel who are appropriately qualified, credentialed, and capable of performing assigned services within their professional scope.

ESC Personnel shall comply with applicable federal, state, and local laws, as well as Client policies and procedures, while delivering services.

ESC Personnel shall communicate any concerns regarding student progress, missed sessions, service interruptions, or barriers to service delivery to Client in a timely and professional manner.

7. IEP / SERVICE MODIFICATION PROTECTION

Client acknowledges that ESC Personnel provide services based on instructions, service parameters, and direction provided by Client.

If Client requests that services be performed in a manner different from IEP, ISA, or established service parameters, such direction shall be documented or otherwise confirmed by Client.

ESC and its personnel may rely on such direction unless prohibited by applicable law, and ESC shall not be responsible for decisions made by Client regarding modifications to service delivery.

8. STAFFING AND REPLACEMENT

ESC shall use commercially reasonable efforts to recruit, assign, and maintain qualified personnel.

ESC does not guarantee uninterrupted staffing or immediate replacement of personnel. In the event of personnel unavailability, ESC shall make reasonable efforts to provide replacement personnel, subject to availability and candidate acceptance.

ESC shall notify Client of material staffing changes affecting assigned personnel within a reasonable timeframe.

9. INCIDENT REPORTING

ESC shall promptly notify Client of any reportable incidents involving students or ESC Personnel that occur during service delivery, consistent with applicable laws and professional standards.

ESC shall cooperate with Client in documenting and addressing such incidents; however, Client retains responsibility for site-level incident management, reporting obligations, and compliance requirements.

10. INSURANCE (CALIFORNIA ONLY)

ESC maintains the following insurance coverage:

EVERY SPECIAL CHILD LLC
288 Durham Avenue Metuchen, NJ 08840

- General Liability: \$2,000,000 per occurrence / \$4,000,000 aggregate
- Professional Liability: \$2,000,000 per occurrence
- Workers' Compensation: \$1,000,000
- Umbrella Liability: \$1,000,000
- Sexual Abuse & Molestation: \$2,000,000 per occurrence / \$4,000,000 aggregate

Certificates of insurance shall be provided upon request.

11. TERMINATION

11A. ASSIGNMENT / PERSONNEL TERMINATION

Client may request removal or replacement of ESC Personnel upon providing twenty (20) days written notice, unless immediate removal is required due to performance concerns, misconduct, safety issues, or policy violations.

In cases of immediate removal, Client may require ESC Personnel to be removed without advance notice.

Client shall remain responsible for payment of all services rendered through the last day worked by ESC Personnel.

Assignment termination or personnel removal shall not constitute termination of this Agreement.

11B. AGREEMENT TERMINATION

Either Party may terminate this Agreement without cause by providing twenty (20) days written notice.

Either Party may terminate this Agreement immediately in the event of:

- Material breach not cured within a reasonable time
- Violation of applicable laws
- Circumstances preventing performance

Upon termination, Client shall remain responsible for all outstanding payments for services rendered.

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12. INDEMNIFICATION

ESC shall indemnify, defend, and hold harmless Client from claims arising out of ESC's negligence or willful misconduct.

Client shall indemnify, defend, and hold harmless ESC from claims arising out of Client's supervision, direction, worksite conditions, or instructions provided to ESC Personnel.

13. NON-SOLICITATION / CONVERSION

Client shall not directly or indirectly hire, engage, or solicit ESC Personnel during assignment and for a period of twelve (12) months following the end of assignment without ESC's written consent.

Client may hire ESC Personnel upon payment of a conversion fee equal to:

25% of the employee's annualized compensation OR \$25,000, whichever is greater.

14. CONFIDENTIALITY

Both Parties acknowledge that, in the course of performing under this Agreement, they may have access to confidential, proprietary, or sensitive information, including but not limited to student records, educational data, operational practices, and personnel information.

Each Party agrees to:

- Maintain the confidentiality of such information
- Use such information solely for purposes of performing under this Agreement
- Comply with all applicable privacy laws, including but not limited to the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), and applicable state laws

ESC shall ensure that its personnel are informed of and comply with confidentiality obligations. Client shall ensure that any information shared with ESC is limited to what is reasonably necessary for service delivery.

These confidentiality obligations shall survive the termination of this Agreement.

EVERY SPECIAL CHILD LLC
288 Durham Avenue Metuchen, NJ 08840

Phone: (800) 671-2654

Fax: (323) 302-4413

www.everyspecialchild.com

15. FORCE MAJEURE

Neither Party shall be liable for failure or delay in the performance of its obligations under this Agreement due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, governmental actions, labor disputes, or interruptions in utilities or transportation.

The affected Party shall promptly notify the other Party of such event and shall use commercially reasonable efforts to resume performance as soon as practicable.

During such events, obligations may be suspended to the extent impacted, but payment obligations for services already rendered shall remain in effect.

16. DISPUTE RESOLUTION

In the event of any dispute arising out of or related to this Agreement, the Parties agree to first attempt to resolve the matter through good-faith discussions between authorized representatives.

If the dispute is not resolved through informal discussions, the Parties agree to attempt resolution through mediation conducted by a mutually agreed mediator.

If mediation is unsuccessful, either Party may pursue any remedies available under applicable law. Unless otherwise required by law, the Parties may mutually agree to arbitration as an alternative dispute resolution mechanism.

Each Party shall bear its own costs associated with dispute resolution unless otherwise determined by applicable law or agreement.

17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California with respect to services performed within California.

To the extent that contractual interpretation or enforcement involves matters not specific to California service delivery, such matters may be interpreted in accordance with the laws of the State of New Jersey, without regard to conflict of law principles.

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Venue for any legal action arising out of this Agreement shall be in a court of competent jurisdiction as determined under applicable law.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements.

Any amendments must be in writing and signed by both Parties. If any provision is held invalid, the remaining provisions shall remain in effect.

APPENDIX A

RATE SCHEDULE AND ASSIGNMENT DETAILS

Candidate Name:	Maria Scramaglia Smith
Position / Title:	Special Education Teacher
Client (District/Public School):	Cesar Chavez Language Academy SRCS)
Assignment Location:	2480 Sebastopol Rd, Santa Rosa, CA 95407
Start Date:	ASAP
End Date:	June 04, 2027
Bill Rate: \$	\$105.00/Hour
Expected Weekly Billable Hours:	32.5 - 35.00 Hours/week

EVERY SPECIAL CHILD LLC
288 Durham Avenue Metuchen, NJ 08840



EVERY SPECIAL CHILD

A Staffing Agency

Candidate Name:	Erin Brickner
Position / Title:	Special Education Teacher
Client (District/Public School):	Maria Carrillo High School (SRCS)
Assignment Location:	6975 Montecito Boulevard, Santa Rosa, CA 95409
Start Date:	After 9/9 Board Meeting
End Date:	June 04, 2027
Bill Rate: \$	\$105.00/Hour
Expected Weekly Billable Hours:	37.5 - 40.00 Hours/Week

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Service Agreement (California) | SY 2025–2026

SIGNATURES

Every Special Child LLC (ESC)

Name: Huma I Thekedar

Title: President

Email: huma@everyspecialchild.com

Phone: (800) 671-2654 Ext: 101/103

Signature: *Huma I.T*
Huma I.T (Aug 31, 2026 14:35:13 PDT)

Date: August 31, 2026

Client:

Name: _____

Title: _____

Email: _____

Phone: _____

Signature: _____

Date: _____

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Fax: (323) 302-4413

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Board Target Date: _____

Request for Board Approval of Contract**Vendor/Contractor/Consultant:** PARADIGM (Medi-Cal billing FEES; 3-year contract)

Will this vendor have direct contact with students? NO

If yes, we will need Mandated Reporter Certification

SCHOOL SITE/DEPARTMENT USE ONLY**Select one of the following:** Independent Contractor/Business/Organization*

- * Any person, business, or organization that will be providing non-professional services to the District
- ** Any person, business, or organization that will be providing professional services to the District (Usually as a result of an RFP, i.e., services that require extensive technical knowledge or training in their particular area of expertise.) Engineers, Financial Advisors, Architects, Auditors, Surveyors, Inspectors, etc.
- *** Two or more persons, businesses, corporations, or organizations that will be partnering with the District to perform certain services with the District

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source (Code): 01- - 9015 - 0 - 7150 - 3140 - 5817 - 398 - 5198 % 9.24

01 - 9015 - 0 - 7150 - 3140 - 5100 - 398 - 5198 % 57.85

01 - 9015 - 0 - 7150 - 3140 - 5800 - 398 - 5198 % 32.91

 - - - - - - - - %

Funding Category: ☐ Base ☐ Supplemental ☐ Concentration

☐ Restricted: _____ ☒ Other: Medi-Cal

For Billing (if applicable): ☐ Bill to: _____ Billing frequency: _____

Contract is: Renewal **Contract Amount:** \$228,000.00

School Site/Department: Special Services **Number of Individuals Served:** TBD

Approved at Site by*: _____ **Date:** _____

* Signature - **FOR CONTRACTS ORIGINATED BY SCHOOL SITE**

Departmental Approval:** Monica Fong **Date:** 09/15/2026

** Signature - **DISTRICT OFFICE DEPT. SIGNATURE**

Contract Created by: Patricia Cons-Fujii **Role:** Department Secretary

Site/Dept: Special Services **Phone #:** 707-890-3800

Proposed Contract Start Date: 07/01/2026 **Proposed Contract End Date:** 06/30/2029

Requisition #: R27-00910

BUSINESS SERVICES USE ONLY

Verified Receipt of: ☐ Insurance(s) ☐ W-9 Form ☐ HR Clearance, if applicable

Board Approval Date: _____

LAST REVISED ON 4-9-25

Attach Signed Vendor Contract: 1 Vendor Contract



SERVICE AGREEMENT

This Service Agreement (“Agreement”) is entered into as of the 1st day of July 2026 between Paradigm Healthcare Services, LLC, a California Limited Liability Company (“Paradigm”) and Santa Rosa City Schools, a California Local Education Agency (“Client”). This Agreement shall commence on the date first set forth above and shall continue in full force and effect through June 30, 2029 (“Initial Term”) subject to the termination provisions set forth in Term of Service Paragraph 8, “Termination.” Unless either party sends written notice to the other party at least 60 days prior to the end of the Initial Term or any subsequent term, this Agreement shall automatically renew for an additional year on each July 1 following the Initial Term, subject to termination provisions herein. The phrase “Term of the Agreement” shall refer to the Initial Term and any subsequent renewal period. The phrase “Fiscal Year” as used in this Agreement shall refer to the period July 1 through June 30. The Agreement will govern activities required to be performed by either party to complete obligations undertaken under this Agreement, regardless whether those activities are to be performed during or after the Term of the Agreement.

RECITALS

Paradigm is engaged in the business of providing software services and school-based claiming services to local education agencies, local governmental agencies, school districts, County offices of education, and local education consortia within the State of California.

Client desires to retain Paradigm, and Paradigm desires to be retained by Client, to provide the services described in the attached Statements of Work and Terms of Service.

STATEMENT OF WORK

LEA BILLING CLAIMS MANAGEMENT SERVICES

Program Implementation Services

1. Paradigm will assist Client with all start-up documentation and any renewal agreements required by the California Department of Health Care Services (“DHCS”) to enroll Client as a Medi-Cal Provider, and establish Paradigm as the Client agent for purposes of submitting reimbursement requests under this Agreement.
2. Paradigm will work with Client to assess program potential, establish provider and site databases for effective service tracking, and provide implementation training to Client program coordinator(s). This implementation process will be designed to identify areas of reimbursement and to facilitate an effective partnership between the Client and Paradigm.

Training and Materials

1. Paradigm will provide training to Client’s program coordinator(s) and healthcare providers as part of the initial contract implementation and at least annually thereafter. Training will include the following subject areas: DHCS audit requirements for Client’s LEA billing program; all necessary information and procedures for submitting Client billing data to Paradigm; and “best practices” to implement and maintain an optimized, audit-ready program.
2. Paradigm will provide Client personnel with all necessary training materials containing a detailed review of the rules and regulations governing the LEA Billing program. At Client’s request Paradigm will also make available its proprietary “provider forms” for use in documenting the delivery of healthcare services.

Interim Claims Preparation and Submission

1. Eligibility. Upon the commencement of LEA Billing Services under this Agreement and quarterly thereafter during the Term of the Agreement, Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by the DHCS and county governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder subject to all the confidentiality provisions provided in the Agreement.
2. Claims Submittal.
 - 2.1. Paradigm will make reasonable efforts to submit each LEA Medi-Cal billing claim eligible for submission pursuant to California law or regulation within thirty (30) days of receipt from Client of all information necessary for processing that claim. Paradigm will also make reasonable efforts to bill retroactive claims existing at the commencement of this Agreement so as to minimize revenue lost due to Medi-Cal’s one (1) year billing limit.
 - 2.2. Paradigm shall make reasonable efforts to verify the completeness and accuracy of information underlying the claims it submits on Client’s behalf. Due to the volume of data being processed from manual data entry forms and the necessity of correlating student records from several databases maintained by Paradigm, it is inevitable that some requests for reimbursement (or categories of requests or patients) will be denied or reduced due to incorrect or incomplete supporting data or healthcare insurance information. Paradigm will make reasonable efforts to minimize such denials or reductions. Client acknowledges that such denials are inherent in the LEA billing process, and will not constitute a breach of Paradigm’s obligations under this Agreement. Client’s sole

and exclusive remedy for any such denial or reduction in reimbursement is to request that Paradigm re-bill such claims. Paradigm will determine in its sole and absolute discretion if such rebilling is reasonable and cost effective. Except as set forth in this paragraph, Paradigm shall not be liable, and Client shall have no remedy, for any denial or reduction in reimbursement to Client for healthcare or administrative services.

2.3. Paradigm shall make reasonable efforts to submit all operational plans and claims made thereunder in a timely manner. However, Paradigm shall not be responsible in any way in the event that any operational plan or any claim made thereunder is submitted late or incomplete directly or indirectly because of the failure or delay by Client or its employees, students, agents or independent contractors in making all necessary information available to Paradigm, or any third party's failure or delay in submitting documentation to the DHCS..

3. Review and Resubmittal. Paradigm will monitor the submittal and payment process, review denials, suspensions, and holds, as reported by DHCS, and make reasonable efforts to resolve any challenged Client reimbursement claim.
4. Management Reports and Program Analysis. Paradigm will provide Client with periodic management reports using provider, procedure, and/or site parameters. The frequency of such reports will be determined by mutual agreement of Paradigm and Client, but in any event shall occur no less frequently than quarterly.

Coordination with Client

1. Information Sharing. Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly "Bulletins" will be provided to Client's coordinator(s) to ensure timely communication about program changes and updates to Paradigm's systems and processes..
2. Audit and Site Visit Support. Paradigm will provide Client personnel with training on audit requirements and program compliance. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.
3. Paradigm Technologies Software. Paradigm will make available its proprietary web-based software to assist Client Program Coordinator(s) with managing the FERPA parent consent status of students, provider profiles, and service authorizations. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

Client's LEA Billing Claims Management Service Obligations

1. Program Coordinator(s). Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.
2. Provider Logs. Client will maintain complete and accurate provider logs of all healthcare services provided by Client and will return the completed logs to Paradigm at the end of each month.
3. Student Data. Upon commencement of the Agreement and monthly thereafter, Client will provide Paradigm with a file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.
4. Official RMTS Participant Roster (TSP). On the last day of the first month of the fiscal quarter, Client will submit to Paradigm the certified RMTS participant roster (referred to as the TSP List in the California State RMTS manual).

LEA Billing Claims Management Services Fees

1. Standard Fee Per Approved Service. Paradigm fees for Client LEA Billing claims submitted or originating during the Term of the Agreement will consist of a standard fee for each claimed service that DHCS approves for interim reimbursement (“Interim Approved Claim”). The schedule of Paradigm's standard fees for Interim Approved Claims is set forth in the attached Standard Fee Schedule subject to adjustment in accordance with the terms of following paragraphs.
2. Effect of Increase in Reimbursement Rates. In the event the Federal Medical Assistance Percentage (FMAP) increases or decreases, or DHCS increases or decreases the reimbursement rates to Client for any LEA Billing service interim claim during the Term of this Agreement, Paradigm’s standard fee for such services will simultaneously and without requirement of prior notice to Client increase or decrease by the same percentage as the percentage DHCS increase or decrease.
3. Cap on Paradigm Fees. Paradigm’s fees for LEA Billing Claims Management Services in any Fiscal Year will be capped according to the dollar value of Client’s Interim Approved Claims. Notwithstanding any other provision, the total fees payable to Paradigm based on Interim Approved Claims during any Fiscal Year will not exceed 7% of the dollar value of Interim Approved Claims. This cap on fees for LEA Billing Claims Management are discounted as part of a bundled offering with the licensing of our software, Student Health Network (SHN), acknowledging the integrated value of our services.
4. Application of Fiscal Year Limits. For purposes of computing Paradigm’s fees and fee caps for LEA Billing Claims Management Services, the date of an Interim Approved Claim will be the warrant date of the Remittance Advice Details (“RAD”) issued by DHCS granting interim approval of the claim, regardless of when the claim originates or is submitted by Paradigm to DHCS for payment, and regardless of when or whether Client receives payment for the approved claim by DHCS. Paradigm will invoice Client monthly based on Interim Approved Claims identified in DHCS RADs.
5. Approval of Interim Approved Claims After the Termination of the Agreement. Nothing in this Agreement shall constitute a limitation or waiver of Paradigm’s entitlement to receive fees based on Interim Approved Claims submitted pursuant to this Agreement whose date of interim approval is after the termination of this Agreement. Paradigm will prepare and submit to DHCS for reimbursement all Client LEA Billing claims arising from services provided by Client prior to termination or expiration and shall receive payment pursuant to the terms of this Agreement upon approval of such claims or part thereof by DHCS. Such claims for reimbursement shall be documented and submitted to Paradigm for submittal to DHCS within six (6) months after the earlier of expiration or termination of this Agreement.
6. Substitution of Alternative Methodology and/or Fee Terms. In the event that Paradigm determines that any LEA Billing fee arrangements or and part thereof are or become inconsistent with applicable federal or state laws or regulations, or court order, or that any time survey methodology other than RMTS is approved by DHCS for use by Client in determining the percentage of allowable costs for reimbursement, Paradigm will on thirty (30) days written notice provide substitute fee arrangements and/or substitute time survey services consistent with applicable law regulation or court order. Any such substitute fee arrangements shall not increase the total amount Client would otherwise have been required to pay Paradigm for services under this Agreement.

Standard Fee Schedule - LEA Billing Claims Management Services

"Max Interim \$\$ to Client" below lists the maximum interim claim value per unit, according to *current* Medi-Cal reimbursement rates, when performed by a qualified provider; however, not all interim claims will be reimbursed at these rates. Paradigm's fees for Interim Approved Claims will be capped, not to exceed 7% of the dollar value of Interim Approved Claims. This cap on fees for LEA Billing Claims Management are discounted as part of a bundled offering with the licensing of our software, Student Health Network (SHN), acknowledging the integrated value of our services.

Provider Type	Service	Max Interim \$\$ to Client	Paradigm Standard Fee
Audiologist	Assessment	\$120.03	\$8.40
Audiologist	Treatment	\$ 55.01	\$ 3.85
Licensed Vocational Nurse	Treatment	\$ 13.37	\$ 0.94
School Nurse, RN, PHN, NP	Assessment	\$ 93.63	\$ 6.55
School Nurse	Treatment	\$ 53.50	\$ 3.75
RN, PHN, NP	Treatment	\$ 13.37	\$ 0.94
Trained Health Care Aide	Treatment	\$ 5.70	\$ 0.40
School Counselor / Social Worker	Assessment	\$ 12.85	\$ 0.90
School Counselor / Social Worker	Treatment	\$ 51.40	\$ 3.60
LCSW / LMFT	Assessment	\$ 13.85	\$ 0.97
LCSW / LMFT	Treatment	\$ 51.40	\$ 3.60
Assoc. MFT / Assoc. SW	Assessment	\$ 5.71	\$ 0.40
Assoc. MFT / Assoc. SW	Treatment	\$ 22.82	\$ 1.60
School Psychologist / LEP	Assessment	\$ 332.38	\$ 23.27
School Psychologist / LEP	Treatment	\$ 55.40	\$ 3.88
Speech-Language Pathologist	Assessment	\$ 75.06	\$ 5.25
Speech-Language Pathologist	Treatment	\$ 47.38	\$ 3.32
Speech-Language Pathology Assistant	Treatment	\$ 19.02	\$ 1.33
Occupational Therapist	Assessment	\$ 147.01	\$ 10.29
Occupational Therapist	Treatment	\$ 48.49	\$ 3.39
Occupational Therapy Assistant	Treatment	\$ 21.68	\$ 1.52
Physical Therapist	Assessment	\$ 146.93	\$ 10.29
Physical Therapist	Treatment	\$ 40.81	\$ 2.86
Physical Therapist Assistant	Treatment	\$ 18.26	\$ 1.28
O&M Specialist	Assessment	\$ 12.76	\$ 0.89
O&M Specialist	Treatment	\$ 12.76	\$ 0.89
Respiratory Care, Registered Dietician	Assessment	\$ 13.37	\$ 0.94
Respiratory Care, Registered Dietician	Treatment	\$ 13.37	\$ 0.94
Optometrist	Assessment	\$ 4.46	\$ 0.31
Programs Specialist	Treatment	\$ 13.37	\$ 0.94
Transportation	Treatment	\$ 9.27	\$ 0.65

STATEMENT OF WORK CRCS PREPARATION & SUBMISSION SERVICES

Paradigm's CRCS Preparation & Submission Services

1. RMTS Participant Roster and Fiscal Data Processing. Paradigm will assist Client in processing the quarterly RMTS participant roster (referred to as the TSP List in the California State RMTS manual) and fiscal information needed to complete the annual Cost and Reimbursement Comparison Schedule ("CRCS") Workbook for each Fiscal Year applicable to the Term of the Agreement.
2. Medi-Cal Eligibility Ratio. Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and calculate the Medi-Cal Eligibility Ratio within limits imposed by the DHCS. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder.
3. CRCS Workbook Preparation. Paradigm will compile all required data (including the Random Moment Time Study Results) as provided by Client and prepare the annual CRCS Workbook in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal year, in accordance with the terms of the Agreement. Client will have final approval over the CRCS Workbook submission prepared by Paradigm.
4. CRCS Workbook Submission. Paradigm will coordinate the submittal of the CRCS Workbook to DHCS and provide information as requested by DHCS (including financial bridging documents and LEA eligible services "Production Log") as related to the CRCS Workbook prepared by Paradigm.
5. Audit Support. Paradigm will provide Client personnel with training on audit requirements and program compliance. In the event of a CRCS Workbook audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party (including preparing financial bridging documents and LEA eligible services "Production Log").

Client's CRCS Obligations

1. Fiscal Data Submittal. Client will submit to Paradigm, in a format specified by Paradigm, all fiscal elements needed to complete the CRCS Workbook for each provider for whom reimbursement is sought. Documentation will be submitted to Paradigm no later than sixty (60) days after the end of each Fiscal Quarter for which the CRCS Workbook is to be submitted.
2. Official RMTS Participant Roster (TSP List). On the first day of the fiscal quarter, and again once the list has been re-certified by Client's Regional Agency. Client will submit to Paradigm the official certified RMTS participant roster.
3. Data Processing & CRCS Submittal. Client will cooperate with Paradigm and will provide Paradigm access to all personnel and files reasonably requested by Paradigm to assist Paradigm in its performance of CRCS Preparation and Submission Services hereunder. In the event Client elects not to utilize Paradigm's services to prepare its annual CRCS Workbook, or fails to make available information necessary to timely complete the CRCS Workbook, Paradigm will not be liable in any manner for resulting termination of Client from participation in the LEA Billing Option or for any resulting disallowance of Client claims.

CRCS Preparation & Submission Services Fees

1. CRCS Workbook Fees. The fee for each CRCS Workbook prepared during the Term of the Agreement will be equal to the lesser of: (i) \$150.00 per employee or contractor used in the final calculation of “Total Net Personnel Costs” as reported on Worksheet A, or (ii) 1% of the “Total Medi-Cal Maximum Reimbursable Cost.” Paradigm will invoice Client for CRCS Services upon completion of each CRCS Workbook.
 - 1.1. Client acknowledges that CRCS Workbooks will be audited, and the extent of the audit is determined by DHCS. Client also acknowledges that adjustments will be made to the CRCS Workbook as a result of the audit, and these adjustments are inherent in the CRCS process. Client acknowledges that any audit adjustments will not constitute a breach of Paradigm’s obligations under this Agreement or limit Paradigm’s entitlement to receive fees for CRCS Services pursuant to this Agreement.
 - 1.2. In the event that any CRCS fee arrangements, or and part thereof are or become inconsistent with applicable federal or state laws or regulations, or court order, or that any time survey methodology other than RMTS is approved by DHCS for use by Client in determining the percentage of allowable costs for reimbursement, Paradigm will on thirty (30) days written notice provide substitute fee arrangements and/or substitute time survey services consistent with applicable law regulation or court order. Any such substitute fee arrangements shall not increase the total amount Client would otherwise have been required to pay Paradigm for services under this Agreement.

STATEMENT OF WORK SOFTWARE AS A SERVICE

Software as a Service

1. Features & Services. Paradigm will provide access to Client and Client's authorized users its Software, Student Health Network ("SHN"), including at Client's option, add-on features and services (hereinafter referred to as "Features"), as noted in the Software Features & Fee Schedule. Access to any Paradigm Software requires acceptance of a separate, no-fee Online Software License Agreement found at Paradigm's website.
2. Changes to Features. Paradigm reserves the right to make changes to Features that it determines necessary or useful to: (1) maintain or enhance the quality or delivery of Features to Client, (2) maintain or enhance Software and Feature performance, and (3) comply with applicable law and Medicaid claiming policies.

Coordination with Client

1. Support. Paradigm will provide a Care Center available for the use of Client and all Client's authorized users. The Care Center is accessible via toll-free phone and email during normal business hours.
2. Software Coordinator(s). Client will make available designated personnel to assist with the implementation of Paradigm's Software, and coordinate with Client's individual end users.
3. Authorized Users. Client shall be responsible for managing access to the Software and Features by its authorized users. The Client shall have the right to grant and revoke access to the Software and Features to its authorized users as it deems appropriate. The Client shall ensure that its authorized users comply with the terms and conditions of this Agreement.
4. Student Data. Upon commencement of the Agreement and monthly thereafter, Client will provide Paradigm with a file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.

Software Fees

1. Fees for Software and Features are detailed in the attached Software Features & Fee Schedule.
2. Client will be invoiced as follows:
 - 2.1. Setup Fees and Maintenance Fees. If applicable, Setup Fees will be invoiced within 30 days of activation of Feature and will be due and payable within the thirty (30) days of the invoice date. Maintenance Fees, if applicable, will be due and payable on an annual basis, invoiced on July 1st of each remaining Fiscal Year during the Term of Agreement after the year in which Setup Fees were paid.
 - 2.2. Annual License Fees. Annual License Fees are applicable to each Fiscal Year during the Term of the Agreement. Annual License Fees will be assessed each July 1 and divided into equal monthly installments for the duration of the Fiscal Year. Each monthly installment will be due and payable within thirty (30) days of the invoice date. If a Feature with Annual License Fees is activated in the middle of a Fiscal Year, the Annual License Fee will be prorated for the remaining months until the next July 1, and will be divided into equal monthly installments for the remaining duration of the Fiscal Year.
 - 2.3. If client does not pay any amount due within 60 days, Paradigm reserves the right to terminate Client access to Features.

Software Features & Fees Schedule

Product	Price	Multiplier	Unit Basis	Discount	Contract Term	Total
Student Health Network - Essentials	\$3.00 per year	16126	enrolled students	25 %	3 year	\$36,283.50 per year
SHN Essentials features allowing providers to document screenings, assessments, treatments, and consultations; rate basis is total student enrollment; annual fees apply to each school year during the Term, divided into equal monthly installments						
Initial payment						\$36,283.50
Total Value						\$108,850.50

TERMS OF SERVICE

Accordingly, in consideration of the mutual obligations undertaken herein, THE PARTIES AGREE AS FOLLOWS:

1. **Retention.** Client hereby retains Paradigm and grants it the exclusive right to perform the services described in the Statement(s) of Work subject to the terms and conditions set forth below.

2. **Protection of Confidential Information.**

2.1. Definitions.

2.1.1. “Client Confidential Information” shall mean all information in whatever form that Client provides or authorizes to be provided to Paradigm in connection with the services rendered under this Agreement and that at the time of first receipt: (i) is clearly marked “confidential” or “proprietary;” (ii) constitutes protected health information as defined at 45 C.F.R. § 160.103, personal information, or student or pupil information, as defined by any federal or state laws or regulations, including but not limited to the Family Education Rights Privacy Act (FERPA), 20 U.S.C. §1232g, et al., the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. § 1232h, the Children’s Online Privacy Protection Act (COPPA), 15 U.S.C. §§6501-6506, and the California Education Code (including §49073.1); (iii) is governed by the terms of a Data Use Agreement (DUA) between Client and DHCS or its designated third-party administrator (“TPA”); (iv) is otherwise disclosed under circumstances of confidence; or (v) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Client Confidential Information shall include all Client student healthcare data and other student information, and all Medi-Cal and claims-related data files received by Paradigm as Client’s designated custodian. Confidential Information shall not include any information that is or becomes publicly known through no fault of Paradigm, is already known by Paradigm at the time of disclosure based on information received from a source other than Client, or is rightfully received or independently developed by Paradigm, whether before or after disclosure.

2.1.2. “Paradigm Confidential Information” shall mean all information in whatever form that Paradigm provides or authorizes to be provided to Client in connection with the services rendered under this Agreement and that, at the time of first receipt: (i) is clearly marked “confidential” or “proprietary;” (ii) is otherwise disclosed under circumstances of confidence; or (iii) reasonably should be understood by Client to be confidential. Without limiting the foregoing, Paradigm’s Confidential Information shall include all business, marketing, technical, financial, customer, supplier, or other information, data entry means, processed claiming data, instructions, management reports, data file specifications, instructional materials, algorithms, software, forms, boilerplate plans, technologies, know-how related to making eligibility determinations, and data and results derived from the foregoing, except to the extent such Confidential Information is public record, other than due to disclosure by or on behalf of Client, or due to any breach of this Agreement by Client.

2.1.3. “Confidential Information” shall mean Client Confidential Information and Paradigm Confidential Information.

2.2. Protection of Confidential Information.

- 2.2.1. Each party shall use reasonable and appropriate measures to safeguard and keep confidential all Confidential Information of the other party and shall not disclose, use, or copy any Confidential Information except as necessary to perform its obligations hereunder, provided that Paradigm may also use and disclose Client Confidential Information for the proper management and administration of Paradigm or to carry out its legal responsibilities. Such reasonable and appropriate measures shall be no less than the measures taken by each to protect its own confidential information of a similar nature, but in any event no less than the measures governing protection, maintenance, disclosure, retention and destruction of Confidential Information subject to the terms of any DUA between Client and DHCS, or DHCS's designated TPA and any applicable federal or state laws or regulations.
- 2.2.2. Paradigm represents that all its employees who work with Confidential Information provided by Client under this Agreement have received regular training in data security procedures and federal and state laws and regulations applicable thereto.
- 2.2.3. Each party may use Confidential Information of the other party, and disclose Confidential Information of the other party to its responsible employees and independent contractors, to the extent permitted by law and provided that such employees and independent contractors: (i) have a need to access such Confidential Information for purposes of fulfilling the party's obligations hereunder; (ii) have been informed of the confidentiality provisions of this Agreement; and (iii) have agreed in writing to comply with such provisions. Each party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and independent contractors.
- 2.2.4. Each party will promptly notify the other upon discovering any misuse of, unauthorized disclosure of, or unauthorized access to the other party's Confidential Information in its possession or control, and shall reasonably assist the other in responding to such a breach in accordance with all applicable federal and state laws and regulations. Paradigm will designate a Security Coordinator who shall serve as a first point of contact between Client and Paradigm for matters relating to the management and protection of Client Confidential Information.
- 2.2.5. The parties acknowledge and agree that they have executed, or shall execute, as applicable, the Tri-Party Agreement for Disclosure and Use of DHCS Data by and among DHCS and the parties (the "DHCS Tri-Party Agreement"), and the Data Use Agreement by and among Caelon Behavioral Health, Inc. and the parties (the "Caelon DUA"). The parties agree to comply with the DHCS Tri-Party Agreement (including, without limitation, the Business Associate Addendum attached thereto) and the Caelon DUA, and to cooperate in the performance of their obligations thereunder.

- 2.3. Ownership and Use of Client Confidential Information. Client Confidential Information provided to Paradigm under this Agreement or as permitted under this Agreement continues to be the property of, and under the control of, Client, and will not be used for any purpose other than the requirements of this Agreement or as permitted under this Agreement. Without limiting the foregoing, Paradigm will not use personally identifiable student information for commercial or advertising purposes. Nothing in this Agreement shall prohibit Paradigm from using student or other Client Information with all personal identification removed or de-identified for

purposes of training, research, or other activities designed to enhance the services provided to Client and to other Paradigm Clients receiving LEA Billing, MAA services, or CYBHI Fee Schedule Services provided that and to the extent such use is consistent with applicable federal and state laws and regulations.

2.4. Review and Correction. Client represents that it maintains a procedure by which parents, legal guardians, and eligible students can review student records and correct erroneous information; Paradigm does not interact directly with parents, guardians or students, but will cooperate with Client as necessary to allow for the review and correction of student records.

2.5. Retention of Confidential Information.

2.5.1. Paradigm certifies that it will only retain Client's Confidential Information for as long a period as is reasonably necessary to fulfill its obligations under this Agreement, including compliance with DHCS audit requirements, and applicable federal and state laws and regulations. At the end of such compliance period, Paradigm in its reasonable discretion will either destroy all Client Confidential Information in a secure manner or return this Client Confidential Information to Client except to the extent it is not feasible to return or destroy such Client Confidential Information. Paradigm will confirm in writing its disposition of all Client Confidential Information within five business days of such action.

2.5.2. Client represents that it will only retain Paradigm's Confidential Information for as long a period as is reasonably necessary to fulfill its obligations under this Agreement, including compliance with DHCS audit requirements, and applicable federal and state laws and regulations. At the end of such compliance period, Client will return this Information to Paradigm and confirm such disposition of Paradigm Confidential Information within five business days thereafter.

2.6. Lawful Disclosure. This Paragraph shall not be construed as prohibiting either party from using or disclosing the other's Confidential Information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligation and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure within the time permitted by law.

2.7. Statutory Compliance. A description of Paradigm's procedures to ensure the security and confidentiality of Client Confidential Information in accordance with the terms of this Agreement and all applicable state and federal laws and regulations is incorporated by reference herein, and is available for inspection by Client upon request. The parties acknowledge that, notwithstanding any other provision of this Agreement, Client has taken reasonable and appropriate steps to ensure that Paradigm's current practices with respect to Client Confidential Information comply with FERPA and other applicable legal requirements, and Client remains legally responsible for any FERPA violations that may occur in the course of Paradigm's performance of services under this Agreement. The parties also acknowledge that they have made best efforts to ensure that this Agreement complies with the requirements of California Education Code §49073.1.

2.8. Continuing Obligations. The obligations contained in this Section, "Protection of Confidential Information," shall survive for a period of twenty (20) years after the expiration or termination of this Agreement.

3. **Accuracy of Information.**

3.1. **Client Efforts.** Client will make reasonable efforts to insure that the information supplied to Paradigm hereunder shall be true, complete, and accurate in all respects. Client assumes sole responsibility, and Paradigm shall have no liability, for the truth, completeness, and accuracy of all information supplied to Paradigm.

3.2. **Paradigm Efforts.**

3.2.1. Client acknowledges that Paradigm is not providing Client with legal, medical, or healthcare information or services and that any forms, software, and other materials supplied to Client hereunder are not intended to provide legal, medical, or healthcare advice.

3.2.2. If Paradigm is uploading historical records to its Software, Client assumes sole responsibility for the accuracy of historical data, and Paradigm shall have no liability for the truth, completeness, and accuracy of all information supplied to Paradigm.

4. **Limitation of Liability.**

4.1. In no event shall Paradigm be liable to Client for any incidental, indirect, consequential, special, or punitive damages arising out of or relating to this Agreement, including without limitation damages for lost reimbursements, lost healthcare services, or lost or breached data, regardless of whether Paradigm has been advised of the possibility of such damages, and regardless of whether the claim for damages sounds in contract, tort, or other form of action.

4.2. In no event shall Paradigm's total liability for damages to Client arising out of or related to this Agreement exceed the net fees paid to Paradigm hereunder during the one (1) year period preceding the date on which the first claim alleged to give rise to damages occurs, regardless of the number of claims, causes of action, or amount of the alleged losses.

5. **Licenses and Permits.** Client represents and warrants that: (a) it has all licenses and permits necessary or appropriate to render the medical services it currently provides to its students, and to be eligible for reimbursement; (b) Client will maintain such licenses in full force and effect during the Term of this Agreement; and (c) Client has all necessary authority, including approval by the Board of Education if necessary, to enter into this Agreement and to perform all of its obligations hereunder.

6. **Late Fees.** Client will incur a late fee of two percent (2%) per month or any part thereof, or the maximum fee allowed by law, whichever is less, on any invoiced amount unpaid after sixty (60) days. The fees specified herein do not include taxes or similar surcharges, which are the sole responsibility of Client (excluding taxes on Paradigm's gross income).

7. **Indemnification.**

7.1. **Client's Indemnification Obligations.** Client shall indemnify and hold harmless Paradigm, its managing members, employees, and agents against and from any and all liabilities, claims, demands, losses, damages, and expenses, including reasonable attorneys' fees and costs (collectively "Claims"), to the extent arising from Client's negligence, gross negligence, or intentional misconduct in the course of Client's discharge of its obligations under this Agreement, including without limitation: (i) breach of any provisions of this Agreement by Client; (ii) failure of Client or its health care providers, to provide any service for which reimbursement is sought; (iii) failure of Client or its health care providers to perform health care or related services in accordance with any professional standards applicable thereto; (iv) failure of the Client to provide accurate Confidential Information; or (v) failure of Client or its health care providers to obtain or maintain in good standing any

licenses, permits, or registrations required to render the healthcare and related services for which reimbursement is sought. Notwithstanding the foregoing, Client shall not be required to indemnify Paradigm hereunder to the extent that Paradigm is obligated to indemnify Client pursuant to the following paragraph, “Paradigm’s Indemnification Obligations.”

- 7.2. Paradigm’s Indemnification Obligations. Paradigm shall indemnify and hold harmless Client, its school board, officers, directors, employees, and agents against and from any and all Claims to the extent such claims arise from Paradigm’s negligence, gross negligence, or intentional misconduct in the course of performing services under this Agreement. Notwithstanding the foregoing, (a) Paradigm shall not be required to indemnify Client hereunder to the extent that Client is obligated to indemnify Paradigm pursuant to the preceding paragraph, “Client’s Indemnification Obligations” and (b) Paradigm’s indemnification obligations shall be subject to the limitations of liability set forth in Section 4 above.
- 7.3. The indemnification rights set forth in this Section, “Indemnification,” are conditional on the following: (i) the party seeking indemnification (each an “Indemnified Party”) shall provide prompt written notice of any Claim as to which indemnification is sought to the party from whom indemnification is sought (the “Indemnifying Party”), provided, however, that failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that it is materially prejudiced thereby; (ii) all Indemnified Parties shall reasonably cooperate with the Indemnifying Party in the defense and settlement of the underlying Claim at no cost to the Indemnified Party; and (iii) the Indemnifying Party shall have full and exclusive authority to defend or settle the underlying Claim, provided that the Indemnifying Party shall not enter into any settlement that includes an admission of liability by the Indemnified Party or injunction against any Indemnified Party without the consent of such Indemnified Party, such consent not to be unreasonably withheld or delayed, and provided further that each Indemnified Party shall have the right to participate in such Claim with counsel of its own selection at its own expense.

8. Termination.

- 8.1. For Cause. Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of its obligations under this Agreement and such breach is not cured within thirty (30) days after receipt of written notice of the specific nature of such breach (or, in the case of nonpayment of fees, within fifteen (15) days after receipt of written notice). The non-breaching party shall give its reasonable cooperation and assistance to the breaching party in any efforts made to cure such breach.
- 8.2. By Mutual Written Agreement. The parties may terminate this Agreement at any time by written agreement of both parties, effective as of the date specified in such agreement.
- 8.3. Effect of Termination. Upon the expiration or termination of this Agreement for any reason:
- 8.3.1. Payment for Services Completed. All fees Client owes to Paradigm for services provided prior to expiration or termination shall immediately become due and payable upon receipt of an invoice from Paradigm.
- 8.3.2. Confidential Information. Client shall, upon request, return or destroy, at Paradigm’s option, all Confidential Information received from Paradigm and shall certify to Paradigm its compliance with this provision.

8.4. Survival of Terms. All provisions of this Agreement which by their express terms extend beyond expiration or termination of this Agreement or which by their nature so extend shall survive expiration or termination, including but not limited to Paragraphs: “Protection of Confidential Information,” “Limitation of Liability,” “Indemnification,” “Termination,” “Paradigm Proprietary Rights,” and “Miscellaneous.”

9. **Paradigm Proprietary Rights**. Client acknowledges and agrees that Paradigm retains all right, title, and interest, including without limitation all intellectual property rights, in and to Paradigm’s Confidential Information (as defined above), and all forms, materials, submissions, and software prepared or supplied by Paradigm. Except as and to the extent otherwise provided in this Agreement, neither this Agreement nor Paradigm’s performance of services under this Agreement shall give Client any ownership interest in or license to any of Paradigm’s intellectual or other property.

10. **Miscellaneous.**

10.1. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and may be delivered in person, by overnight courier, or by email if confirmed by first class mail, or sent by certified or registered mail, addressed to the other party at the address set forth on the signature page of this Agreement. Notice will be effective as of the date personally delivered, or if by email, three business days after the date of mailing of by first class mail, certified or registered mail, provided that notice received on holidays, weekends or nights will be effective at 9:00 a.m. on the next business day.

10.2. Relationship. It is intended that the relationship of Paradigm to Client shall at all times be that of an independent contractor. Nothing contained in this Agreement is intended or to be construed so as to create any partnership, joint venture, employment, agency, franchise or other representative relationship between the parties. No party hereto, or their respective officers, directors, employees, or agents shall have 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.

10.3. Governing Law. This Agreement and the rights and obligations of the parties under it shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of California without giving effect to any choice of law principles. Headings are for convenience only.

10.4. Severability. If any provision of this Agreement is held by a court or arbitrator to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect, and such court or arbitrator shall be empowered to substitute provisions similar to said provision, or other provisions, so as to provide the parties the benefits intended by said provision, to the fullest extent permitted by applicable law.

10.5. Arbitration. Any dispute arising in connection with the interpretation or enforcement of this Agreement shall be resolved by compulsory binding arbitration under the auspices of and in accordance with the commercial arbitration rules of JAMS in San Francisco, California before a single arbitrator to be selected by mutual agreement of the parties or, failing such agreement, by JAMS from a list of three arbitrators proposed by each side. The decision of the arbitrator will be final and not appealable. The arbitrator shall interpret and enforce this Agreement in accordance with the laws of the State of California. The arbitrator shall be empowered to award the prevailing party any remedy available in law or equity not specifically precluded by this Agreement, including without limitation injunctive or declaratory relief, and attorneys’ fees and costs.

- 10.6. Other Remedies. The parties acknowledge and agree that any actual or threatened misappropriation or infringement of intellectual property or breach of the confidentiality provisions of this Agreement will cause irreparable harm for which there is no adequate remedy at law, and accordingly, in addition to any other available remedies, a party may seek to enforce its rights with respect to the protection of confidential information or intellectual property hereunder through injunctive relief in any court of competent jurisdiction. In the event that any party is required to commence an action or arbitration to interpret or enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.
- 10.7. Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations hereunder (except for any obligation to pay fees) resulting from any cause beyond its reasonable control, including but not limited to acts of God, terrorism, weather, fire, explosions, floods, strikes, work stoppages, slowdowns, industrial disputes, accidents, riots, civil disturbances, failures of telecommunications or hosting providers, or acts of government.
- 10.8. Entire Agreement; Amendment. This Agreement, the online Software License Agreement, and Paradigm's Website Policies constitute the entire agreement between Client and Paradigm, superseding all prior and contemporaneous proposals, negotiations, communications and agreements, written or oral concerning the subject matter hereof. The provisions of these agreements shall be construed to give effect to all provisions therein to the greatest extent possible. In the event of any conflict between the agreements, they shall take precedence over one another in the following order, with each agreement listed taking precedence over all listed after it: this Agreement; the online Software License Agreement; and the Website Policies. This Agreement may be amended only by an instrument in writing duly approved and signed by both parties.
- 10.9. Assignment. Neither party shall assign or transfer this Agreement without the consent of the other party, which shall not be unreasonably withheld or delayed. Any assignment or transfer in violation hereof shall be null and void.
- 10.10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assignees, and legal representatives. It creates no rights in any third parties including any individual in connection with which reimbursement is sought by Client.
- 10.11. Counterparts. This Agreement may be executed in any number of faxed, scanned, or original counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

SIGNATURES

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by duly authorized persons to be effective as set forth herein.

Paradigm Healthcare Services, LLC

Santa Rosa City Schools

John Fischer

Paradigm Healthcare Services, LLC | 1225 4th Street, #363, San Francisco, CA 94158 | Tel: (415) 616-0920

Constance Laflamme

2026-04-14

Constance Laflamme, Owner/CEO

1225 4th Street, #363

San Francisco, CA 94158

Tel (415) 616-0920

claflamme@paradigm-healthcare.com

2026-04-14

John Fischer

Exec Dir Spec Serv

jfischer@srcs.k12.ca.ua



Board Target Date: _____

Request for Board Approval of Contract**Vendor/Contractor/Consultant:** EdPuzzle

Will this vendor have direct contact with students? NO

If yes, we will need Mandated Reporter Certification

SCHOOL SITE/DEPARTMENT USE ONLY**Select one of the following:** Independent Contractor/Business/Organization*

- * Any person, business, or organization that will be providing non-professional services to the District
- ** Any person, business, or organization that will be providing professional services to the District (Usually as a result of an RFP, i.e., services that require extensive technical knowledge or training in their particular area of expertise.) Engineers, Financial Advisors, Architects, Auditors, Surveyors, Inspectors, etc.
- *** Two or more persons, businesses, corporations, or organizations that will be partnering with the District to perform certain services with the District

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source (Code): 07 - 0500 - 0 - 1140 - 1000 - 5817 - 127 - L125 % 17.866

01 - 0500 - 0 - 1140 - 1000 - 5817 - 232 - L125 % 6.84

01 - 0500 - 0 - 1140 - 1000 - 5817 - 253 - L125 % 20.53

01 - 0500 - 0 - 1140 - 1000 - 5817 - 251 - L125 % 13.69

Funding Category: ☒ Base ☐ Supplemental ☐ Concentration
☐ Restricted: _____ ☒ Other: Charter School LCAP Funds
District General LCAP Funds

For Billing (if applicable): ☐ Bill to: _____ Billing frequency: _____

Contract is: Renewal **Contract Amount:** \$18,750.00

School Site/Department: MIST/IT **Number of Individuals Served:** Sites

Approved at Site by*: _____ **Date:** _____

* Signature - **FOR CONTRACTS ORIGINATED BY SCHOOL SITE**

Departmental Approval:** _____ **Date:** _____

** Signature - **DISTRICT OFFICE DEPT. SIGNATURE**

Contract Created by: Bea Gonzales **Role:** Department Secretary

Site/Dept: MIST/IT **Phone #:** 707-890-3800

Proposed Contract Start Date: 09/01/2026 **Proposed Contract End Date:** 08/31/2027

Requisition #: R27-00052

BUSINESS SERVICES USE ONLY

Verified Receipt of: ☐ Insurance(s) ☐ W-9 Form ☐ HR Clearance, if applicable

Board Approval Date: _____

LAST REVISED ON 4-9-25

Attach Signed Vendor Contract: 1 Vendor Contract



Edpuzzle, Inc.
268 Bush Street #4422
San Francisco, CA 94104, USA

Quote number
00152241

Bill To Name	Santa Rosa City Schools	Quote Created	7/10/2026
Bill To	211 Ridgeway Ave	Quote Expires	9/15/2026
	Santa Rosa, CA 95401	Prepared By	Jessica Davie
Contact Name	Karen Williamson	Email	jessica@edpuzzle.com
Email	kwilliamson@srcs.k12.ca.us		

Product Name	Period	Item Description	Sales Price	Qty.	Total Price
Pro School: Starter Edition	1 year	Santa Rosa Language Academy School-wide Edpuzzle Pro: Starter plan - Support every classroom with unlimited interactive content. • Unlimited Videos, Slides, Docs, and Quizzes • Unlimited Screen Recording + download option • Stream via Youtube for Education (safe & ad free) • LMS integration • Teacher Assist AI	\$3,350.00	1	\$3,350.00
Pro School: Starter Edition	1 year	Piner Junior Senior HS, Maria Carrillo HS, Elsie Allen HS, Santa Rosa Junior/Senior HS School-wide Edpuzzle Pro: Starter plan - Support every classroom with unlimited interactive content. • Unlimited Videos, Slides, Docs, and Quizzes • Unlimited Screen Recording + download option • Stream via Youtube for Education (safe & ad free) • LMS integration • Teacher Assist AI	\$3,850.00	4	\$15,400.00

Subtotal	\$18,750.00
Grand Total	\$18,750.00

Subscription dates are 9/15/2026- 9/14/2027

Terms & Conditions

- (1) This quote is pre-tax, it doesn't include any local and/or state taxes. Applicable taxes may not be included in our invoice, and customer may be responsible for those taxes. If you are a tax exempt customer, please provide the applicable Tax Exempt Certificate document along with your purchase order.
- (2) All spots from the license will expire at the end of the term, regardless of effective use or not.
- (3) Each spot is assigned to one teacher and cannot be replaced by another teacher on a general basis.
- (4) This agreement supplements EDpuzzle, Inc.'s Terms of Service (<https://edpuzzle.com/terms>) and Privacy Policy (<https://edpuzzle.com/privacy>), which shall rule provision of the service to the customer.
- (5) This agreement will automatically renew at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.