

**SOFTWARE SERVICES AGREEMENT
BETWEEN EDUMETRISIS, LLC
AND POUDRE SCHOOL DISTRICT R-1**

This Software Services Agreement (“Agreement”) is effective as of the 27th day of July 2020, by and between Poudre School District R-1 (“District”) and Edumetrisis, LLC (“Contractor”). The District and the Contractor are collectively referenced herein as the “parties.” In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term of Agreement.

1.1. This Agreement shall commence on August 1, 2020 and continue through and including July 31, 2020.

1.2. Notwithstanding any other term or provision of this Agreement, the District’s obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an Agreement is in effect. In no event, shall the District’s obligations in an Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.

1.3. Notwithstanding the planned term of an Agreement and/or any extensions thereof as provided in section 1.1 and 1.2 above, the District may terminate an Agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Contractor no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Contractor shall be paid up to the date of termination for services performed under and in accordance with this Agreement.

2. Deliverables and Purchase Price.

2.1. The Contractor shall make its web-based Behavior Intervention Monitoring Assessment System for measuring of social, emotional and behavioral functioning in children and adolescents ages five to eighteen years of age for use in the District, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the “Services”).

2.2. The cost for Services shall be based on pricing in the attached Exhibit B and reduced accordingly based on total licenses used by all District schools.

2.3. Additional District schools may utilize this Agreement under all terms and conditions specified, through a Contractor’s quote, as requested and approved solely by the Contract Administrator or designee.

2.4. This Agreement in no way binds the District or District Schools to exclusive use of Contractor’s Services. Discretion to utilize Services is under the direction of each District School Principal or Principal designee. District Principals or Principal designee will adhere to applicable laws, regulations, and District policies.

2.5. Contractor shall assure compliance with the District Policy DJG/DJGA, attached as Exhibit C and hereby made part of this Agreement, direct communication with schools or sales must be approved by contact in section 9 of this agreement.

2.6. The Contractor grants the District a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit authorized users to access and use the Services solely in the United States during the term of the Agreement.

2.7. The District shall access and use the Services solely for non-commercial instructional and administrative purposes within the District. Further, the District shall not, except as expressly authorized or directed by the Contractor: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Services, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer Services or otherwise use the Services to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Services; (d) rent, lease or lend the Services or use the Services for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Services; or (f) permit any authorized user or third party to do any of the foregoing. The District also agrees that any works created in violation of this section 2.7 are derivative works, and, as such, the District agrees to assign, and hereby assigns, all right, title and interest therein to the Contractor.

2.8. The District agrees, subject to the limited rights expressly granted hereunder, that all rights, title and interest in and to all Services, including all related IP Rights, are and shall remain the sole and exclusive property of Contractor or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. The District shall notify Contractor of any violation of Contractor's IP Rights in the Services, and shall reasonably assist Contractor as necessary to remedy any such violation. Contractor Services are protected by patents.

2.9. The District understands and agrees that its students' access to and use of the Contractor's web-based system under this Agreement requires that it disclose confidential student records and information, as that term is defined below, to the Contractor. The Contractor understands and agrees that if it fails to comply with any of the requirements under sections 4, 5, 6 or 7 below at any time during or after the term of this Agreement the District may, as applicable, terminate the Agreement and/or disqualify the Contractor from future agreements with the District.

3. **Definitions.**

3.1. As used in this Agreement, "personally identifiable information" is defined as information (including metadata) that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally identifiable information includes but is not limited to: (a) the student's name; (b) the name of the student's parent or other family members; (c) the address or phone

number of the student or student's family; (d) personal identifiers such as the student's social security number, student number or biometric record; and (e) indirect identifiers such as the student's date of birth, place of birth or mother's maiden name.

3.2. As used in this Agreement, "education records" is defined as records, files, documents and other materials that: (a) contain information directly related to a student; and (b) are maintained by the District, or by a party acting for the District such as the Contractor.

3.3. As used in this Agreement, "confidential student records and information" is defined as education records and personally identifiable information concerning District students, including but not limited to confidential student records and information disclosed to, collected by and/or generated by the Contractor. Confidential student records and information does not include "de-identified confidential student records and information," as defined in section 3.5 below.

3.4. As used in this Agreement, "collect" is defined as the gathering of data and other information by any means, including but not limited to the use of logs, cookies, tracking pixels, etc.

3.5. As used in this Agreement, "de-identified confidential student records and information" is defined as confidential student records and information from which all personally identifiable information, and the ability to determine any personally identifiable information, is removed.

3.6. As used in this Agreement, "securely destroy" is defined as removing confidential student records and information from the Contractor's systems, paper files, hard-copy and electronic records, databases and any other media regardless of format, in accordance with the standard detailed in the National Institute of Standards and Technology ("NIST") SP 800-88 Guidelines for Media Sanitization, so that the confidential student records and information are permanently irretrievable in the Contractor's normal course of business.

3.7. As used in this Agreement, "eligible student" is defined as a student who is at least 18 years of age or who is legally emancipated.

4. **Ownership of Confidential Student Records and Information.** All confidential student records and information shall remain the exclusive property of the District and all rights, title and interest in the confidential student records and information, including but not limited to intellectual property rights in the confidential student records and information, belong to and are retained solely by the District. The District hereby grants to the Contractor a limited, nonexclusive license to access, view, collect, generate and use confidential student records and information solely for the purpose of performing its obligations under this Agreement.

5. **Security of Confidential Student Records and Information.**

5.1. The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than those outlined in

CIS Top 20 Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, including but not limited to Colorado's Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 *et seq.* Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

5.2. The Contractor shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. The Contractor shall promptly notify the District in the event of: (a) any security or privacy breach concerning confidential student records and information; and/or (b) any use or disclosure of student personally identifiable information not authorized under this Agreement.

6. Use of Confidential Student Records and Information.

6.1. Under the Agreement, Contractor may access, view, collect, generate and/or use confidential student records and information only under the following terms and conditions: (a) except as provided in section 6.2 below, Contractor shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Contractor shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Contractor shall access, view, collect, generate and use confidential student records and information only to the extent necessary to perform its obligations under the Agreement; and (d) at the conclusion of the term of the Agreement the Contractor shall, as directed in writing by the District, initiate the process to either securely destroy all confidential student records and information in its possession, custody or control, or return such confidential student records and information to the District.

6.2. Contractor may to the extent necessary to perform its obligations under the Agreement disclose confidential student records and information to subcontractors as identified in Exhibit A ("Subcontractors") pursuant to written subcontracts specifying the purpose of the disclosure and providing that: (a) Subcontractors shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Subcontractors shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Subcontractors shall access, view, collect, generate and use confidential student records and information only to the extent necessary to assist Contractor in performing its obligations under the Agreement; and (d) at the conclusion of their work under their subcontracts Subcontractors shall, as directed by the District through the Contractor, either securely destroy all confidential student records and information in their possession, custody or control, or return such confidential student records and information to the District.

6.3. Contractor and Subcontractors may use de-identified confidential student records and information for purposes of research, the improvement of its products and services, and/or the development of new products and services. In no event shall the Contractor or

Subcontractors re-identify or attempt to re-identify any de-identified confidential student records and information.

6.4. Contractor and Subcontractors shall promptly furnish to the District upon request all confidential student records and information they have collected and/or generated and not in the District's possession. Such requests may include but shall not be limited to those made in order to respond to parent/guardian and eligible student requests to inspect and review education records as authorized under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") and/or under the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 *et seq.* ("CORA"). The District, not the Contractor or Subcontractors, shall respond to all parent/guardian and eligible student requests to inspect and review records, data and other information.

7. **School Service Contract Provider.** Contractor is a "school service contract provider" under the Colorado Student Data Transparency and Security Act (the "Act"). Under the Act, a "school service contract provider" is defined as an entity (other than the Colorado Department of Education, a K-12 public education entity or an institution of higher education) that enters into a formal, negotiated contract with the District to provide a "school service." Under the Act, a "school service" is defined as an Internet website, online service, online application or mobile application that: (a) is designed and marketed primarily for use in a preschool, elementary school or secondary school; (b) is used at the direction of District teachers or other District employees; and (c) collects, maintains or uses confidential student records and information.

7.1. As a school service contract provider under the Act, the Contractor has provided the following information attached Exhibit A: (a) the data elements of confidential student records and information that Contractor collects under the Agreement, regardless of whether the data elements are initially collected or ultimately held individually or in the aggregate using protocols that are effective for preserving the anonymity of each student included in the data; (b) the learning purpose for which Contractor collects the confidential student records and information; and (c) how the Contractor uses and shares the confidential student records and information. Contractor shall update this information as necessary to maintain accuracy.

7.2. Contractor shall facilitate the District's access to and correction of any factually inaccurate confidential student records and information as required in response to correction requests from parents/guardians and eligible students.

8. **Remedies.** If Contractor or Subcontractors fail to comply with any of the foregoing requirements in sections 4, 5, 6 or 7 at any time during or after the term of the Agreement the District may, as applicable, terminate the Agreement and/or disqualify Contractor and any one or more of Subcontractors from future contracts and subcontracts with the District. Excluding any data breach, the District may allow an opportunity to cure a breach within thirty (30) days of written notice.

9. **Notices and Communications.** All notices and communications required or permitted under this Agreement shall be in writing and shall be: (a) sent via certified mail, return

receipt requested and postage prepaid, to the address of the other party set forth below; or (b) sent via e-mail to the other party via the e-mail address set forth below.

Poudre School District R-1
Attn: Tracy Stibitz
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: tstibitz@psdschools.org

Edumetrisis, LLC
Attn: Achilles N. Bardos, Ph.D.
1441 40th Avenue
Greeley, CO 80634
Email: abardos@edumetrisis.com

10. **General Provisions.**

10.1. **No Assignment.** Except with respect to its affiliates or a successor entity that may result from corporate merger, the Contractor shall not assign this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the District, which consent may be withheld for any reason or no reason as determined by the District in its sole discretion.

10.2. **No Waiver.** The parties agree that no assent or waiver, express or implied, to any breach of any one or more of the covenants of this Agreement shall be construed as or deemed to be an assent to or a waiver of any subsequent breach.

10.3. **Amendment or Modification.** No amendment or modification of this Agreement shall be valid unless set forth in writing and executed by the District and the Contractor in the same manner and with the same formality as was done for this Agreement.

10.4. **Conflict of Terms.** In the event of any conflict of terms found between this Agreement or any other terms and conditions, end user license agreements or privacy policies, the terms of this Agreement shall prevail.

10.5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

10.6. **Insurance.** Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverage and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Director of Records and Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Contractor shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates as soon as reasonably practical following the expiration

of any required insurance that expires during the term of this Agreement. All communication regarding insurance and certificates of insurance shall be sent to:

Poudre School District
Attn: Risk Manager
2407 LaPorte Avenue
Fort Collins, CO 80521
Email: kbennett@psdschools.org

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation or change of coverage. The insurance requirements specified in this section 10.6, shall not reduce the indemnification liability that Contractor has assumed in section 10.7 below.

Commercial General Liability

- a. Each Occurrence Bodily Injury & Property Damage \$2,000,000
- b. Personal/Advertising Injury \$2,000,000
- c. Products/Completed Operations Aggregate \$2,000,000
- d. General Aggregate \$3,000,000
- e. Coverage must be written on an "occurrence" basis
- f. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured and shall be insured to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.

Technology Errors & Omissions Liability including Network Security and Privacy Liability

- a. Per Loss \$1,000,000
- b. Aggregate Limit \$3,000,000
- c. Liability extends for a period of three (3) years beginning at the time work under this Agreement is completed. Provider shall maintain continuous coverage, as required by the Agreement, for this period.

The insurance shall provide coverage for:

- a. Liability arising from theft, dissemination and/or use of confidential information (defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
- b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an

authorized third party to gain access to Provider's services including denial of service, unless caused by a mechanical or electrical failure.

- c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

10.7. **Indemnification.** The Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to: (a) the Contractor's operations; (b) the Contractor's provision of the Services; (c) the Contractor's actual or alleged infringement of any third party's patent or copyright; and/or (d) the conduct of any of the Contractor's employees, volunteers, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section 10.7 or otherwise in this Agreement shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

10.8. **No Third-Party Beneficiary.** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the District and the Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person other than the District or the Contractor. It is the express intent of the parties that any third person receiving services or benefits pursuant to this Agreement shall be deemed an incidental beneficiary only.

10.9. **Attorney Fees and Costs.** In the event it becomes necessary for either party to institute litigation or mutually agreed-upon arbitration proceedings to enforce any provision of this Agreement, the substantially prevailing party in such litigation or arbitration shall receive, as part of any judgment or award entered, its reasonable attorney fees and costs, including expert witness fees.

10.10. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.

10.11. **Headings.** The headings used in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.

10.12. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties regarding the subject matter addressed herein and supersedes all prior agreements, whether oral or written, pertaining to said subject matter.

10.13. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

10.14. **Warranty of Authority.** The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement.

IN WITNESS WHEREOF, the District and the Contractor have signed this Agreement as of the date first set forth above.

EDUMETRISIS, LLC

POUDRE SCHOOL DISTRICT R-1

By: Achilles Bardos 7-28-2020

Achilles N. Bardos, Ph.D.
Chief Executive Officer

By: R. David Montoya

R. David Montoya
Executive Director of Finance

By: Todd Lambert
Todd Lambert (Jul 28, 2020 09:57 MDT)

Todd Lambert
Assistant Superintendent
of Elementary Schools

Exhibit A

- Provide a full price quote broken out for the full length of the requested time of use.

The cost of the BIMAS-2 includes a one time \$90.00 account set up fee and an annual cost of \$4.00 per student/license fee. Volume discount prices are also available (see below).

Please note that Volume Discounts are available.

Licenses/students	Cost per license/student
1 - 4,999	\$ 4.00
5,000 - 9,999	\$ 3.50
10,000 - 19,999	\$ 3.00
19,999 – 29,999	\$ 2.50
30,000 and higher	\$ 2.00

- Provide a detailed specific description of the product and scope of work to be completed. Descriptions should not include wording such as “most used” or “used by x amount of schools”.

The Behavior Intervention Monitoring Assessment System (BIMAS-2 is a web-based measure of social, emotional and behavioral functioning in children and adolescents ages 5 to 18 years. It includes 34 change-sensitive items that are used for universal screening and for assessing response to intervention. The BIMAS was developed based on a scientific model called Intervention Item Selection Rules (IISRs; Meier, 1997, 1998, 2004), a process that identifies items with demonstrated change sensitivity to therapeutic interventions. The BIMAS Flex is an additional pool of items that provide information on specific intervention targets or goals within the five areas assessed by the Standard Form. The BIMAS offers an online web-based data management system with dynamic analysis, graphing and reporting options. This allows its users to dynamically manipulate data in real time to assist in evidence-based decision-making within a comprehensive behavior health care model of service delivery.

- What Student Data is collected through the use of the system?
 - *List all Student Data that is collected, maintained, generated, or inferred through use of service.*

In order for the BIMAS-2 program to operate we collect the students' names, school ID, birthdate (so that the proper normative comparison data can be used for scoring), grade level (so we can progress them to the next year through our import files, and generate

grade level reports and other optional information that a district may or may not import depending on what reports they wish to generate.

- *This includes information created or collected by the company.*

The BIMAS-2 generates reports across district, building, classroom level. Some of these reports are generated dynamically by the BIMAS-2 platform, others can be generated by users (districts as they wish).

- **What is the purpose for collecting Student Data?**

The BIMAS-2 can be used for screening for purposes of students' behavior and social emotional learning competencies as well as progress monitoring of established group or individual behavior plans

- **What third-parties does the vendor partner with, who may receive Student Data in any format?**

- *This includes storage and vendors receiving encrypted data. What is the purpose of these third-party partners?*

Woodridge Software is our partner who developed the software application and provides the high level technical support. Our software and data are stored in secure servers hosted by Amazon (AWS).

- **Please provide:**

- W9
- Name and email for contract notices
Achilles N. Bardos, Ph.D.
abardos@edumetrisis.com
- Name and title of the person who will signing the contract.

Achilles N. Bardos, Ph.D.
CEO, Edumetrisis, LLC

Student or client information on the BIMAS-2

STUDENTS » ADD A NEW STUDENT

First Name:*	<input type="text"/>
Last Name:*	<input type="text"/>
Student ID Number:*	<input type="text"/>
Email:	<input type="text"/>
School:*	Unassigned
Grade:*	Unspecified
Teacher for Universal Assessment:	Unassigned
Date of Birth:	MM/DD/YYYY
Gender:*	Unspecified
Race:	Unspecified
Ethnicity:	Hispanic/Latino? <input type="radio"/> Yes <input type="radio"/> No

School:*	Sunnyside Elementary
Grade:*	2
Teacher for Universal Assessment:	Unassigned
Date of Birth:	Unassigned
Gender:*	Brian Prager
mean status:	David Hagerman
	Michael Henry
	Unspecified

ESL/ELL:	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Unspecified
Title 1:	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Unspecified
Section 504:	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Unspecified
Gifted/Talented:	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Unspecified
Mobility:	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Unspecified
Correctional:	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Unspecified
Prior Retentions:	<input type="text"/>
Absences (YTD):	<input type="text"/>
Office Referrals (YTD):	<input type="text"/>
Intervention Type:	Unspecified

Parent/Guardian Information

PARENT/GUARDIAN INFORMATION

Add New Parent/Guardian

First Name:	<input type="text"/>
Last Name:	<input type="text"/>
Relationship to Student:	Biological Mother
If other please specify:	<input type="text"/>
Does this person have legal custody:	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Unspecified
Email:	<input type="text"/>
Preferred Language:	English

Remove Parent/Guardian

ENTER STUDENT DATA WITH THE STUDENT DATA IMPORT TEMPLATE.

Field descriptions:	Variable type
first_name*	String (i.e. characters, letters)
Last_name*	String

student_id*	integer (unique to each school and student)
student_email	email address of student (optional but needed if you plan to engage students in Universal Screening (student must be 12 yrs and older) or be part of self-rating in a Progress Monitoring plan).
school	string (name of school student belongs to). Make sure the name of the school you use is identical the one you used when you were setting up the Schools (step 1 in the process of setting up the BIMAS-2 account).
grade	Values in the CSV file can be: K, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12
ua_teacher_email	email address of Universal Assessment (UA) teacher.
birth_date:	valid date must be in format MM/DD/YYYY
gender	(Optional) if left blank, it defaults to 'unspecified'
race	Optional (if you would like to include this information, the values must be: Black Aboriginal (Native American)

	Asian White <i>Other</i> <i>Multiple</i> <i>(defaults to 'unspecified' if left blank)</i>												
Hispanic:	(Optional) OR 1 (for Yes) or 0 (for NO) <i>(defaults to 'unspecified' if left blank)</i>												
mtss*	<p>Values in the CSV file must be one of these ('1', '2', '3', or '4') for each student.</p> <p>Unless you know that a student's services are identified as 2 or higher, you can enter the value of 1 for all students. This value can be changed later following perhaps the review of the UA data by the school's team. For example, if you plan to offer a student services under your school's Tier II or higher services, edit/change the value on the screen when you edit a student's record.</p> <div> MTSS: <input checked="" type="radio"/> Tier 1 <input type="radio"/> Tier 2 <input type="radio"/> Tier 3 <input type="radio"/> Tier 4 </div>												
IDEA	(optional) or values must be: yes or no (if left blank it defaults to 'unspecified')												
Disability category	<p>Optional, or values (the acronyms showing in the table below) must be one of the following:</p> <table> <tr> <th>Disability acronym (what you need to enter in the CSV file)</th><th>Disability category represented by the acronym</th></tr> <tr> <td>Leave blank</td><td>unspecified</td></tr> <tr> <td>ASD</td><td>Autism (ASD)</td></tr> <tr> <td>Deaf_blind</td><td>Deaf-blindness</td></tr> <tr> <td>Deaf</td><td>Deafness</td></tr> <tr> <td>DD</td><td>Developmental Delay (DD)</td></tr> </table>	Disability acronym (what you need to enter in the CSV file)	Disability category represented by the acronym	Leave blank	unspecified	ASD	Autism (ASD)	Deaf_blind	Deaf-blindness	Deaf	Deafness	DD	Developmental Delay (DD)
Disability acronym (what you need to enter in the CSV file)	Disability category represented by the acronym												
Leave blank	unspecified												
ASD	Autism (ASD)												
Deaf_blind	Deaf-blindness												
Deaf	Deafness												
DD	Developmental Delay (DD)												

	ED	Emotional Disturbance (ED)
	HI	Hearing Impairment (HI)
	IND	Intellectual Disability (IND)
	MD	Multiple Disabilities (MD)
	OI	Orthopedic Impairment (OI)
	OHI	Other Health Impairment (OHI)
	SLD	Specific Learning Disability (SLD)
	SLI	Speech or Language Impairment (SLI)
	TBI	Traumatic Brain Injury (TBI)
	VI	Visual Impairment (including blindness; VI)
meal_status	Optional, or values in the CSV file must be (0, 1, 2, 3) which corresponds to: 0 for 'Unspecified', 1 for 'None', 2 for 'Free', 3 for 'Reduced'	
esl	optional, or values in the CSV file must be: yes or no [if left blank it defaults to 'unspecified']	
title_1	optional, or values in the CSV file must be: yes or no [if left blank it defaults to 'unspecified']	
section_504	optional, or values in the CSV file must be: yes or no [if left blank it defaults to 'unspecified']	
mobility	optional, or values in the CSV file must be: yes or no [if left blank it defaults to 'unspecified']	
correctional	optional, or values in the CSV file must be: yes or no [if left blank it defaults to 'unspecified']	
prior retentions	Optional, (integer- enter the number)	
absences	Optional, (integer- enter the number)	
referrals	Optional, (integer- enter the number)	
intervention type	Optional or values in the CSV file must be either: (0, 1, 2, 3, 4, 5, 6) which corresponds to: 0 for 'Unspecified', 1 for 'Conduct Type', 2 for 'Affect Type', 3 for 'Cognitive/Attention Type', 4 for 'Social Type', 5 for 'Academic Functioning Type', 6 for 'Other'	
ADDING GUARDIANS (adding guardians is optional but if you are adding a guardian all 5 of the following fields are required) • You may only add up to 4 guardians (as indicated by the header template)		
guardian_*_first_name		
guardian_*_last_name	Field descriptions:	Variable type

guardian_*_email guardian_*_relationship guardian_*_legal_custody	guardian_*_first_name	string
	guardian_*_last_name	string
	guardian_*_email	email address of guardian
	guardian_*_relationship:	Biological Mother Biological Father Non-Biological Mother Non-Biological Father Female Guardian Male Guardian Other Relative
	guardian_*_legal_custody	optional, or values in the CSV file must be: yes or no [if left blank it defaults to 'unspecified']



Behavior Intervention Monitoring Assessment System (BIMAS-2)

James L. McDougal, Psy.D., Achilles N. Bardos, Ph.D., & Scott T. Meier, Ph.D.

ABOUT THE BIMAS-2

The Behavior Intervention Monitoring Assessment System (BIMAS-2) is a measure of social, emotional and behavioral functioning in children and adolescents ages 5 to 18 years. **The BIMAS Standard Form** includes 34 change-sensitive items that are used for universal screening and for assessing response to intervention. The BIMAS is the only commercially available measure developed based on years of research using a scientific model called Intervention Item Selection Rules (IISRs; Meier, 1997, 1998, 2004), a process that identifies items with demonstrated *change sensitivity* to therapeutic interventions. **The BIMAS Flex** is an additional pool of items that provide information on specific intervention targets or goals within the five areas assessed by the Standard Form. The BIMAS offers an online web-based data management system with dynamic analysis, graphing and reporting options. This allows its users to dynamically manipulate data in real time to assist in evidence-based decision-making within a comprehensive behavior health care model of service delivery.

THE BIMAS STANDARD FORM SCALES

Behavioral Concern Scales -Identify risks

- *Conduct* –anger management, bullying behaviors, substance abuse, deviance
- *Negative Affect* -anxiety, depression
- *Cognitive/Attention* -attention, focus, organization, planning, memory

Adaptive Scales -Identify strengths and areas for improvement

- *Social* -social, communication
- *Academic Functioning*

FEATURES AND CHARACTERISTICS

Age range	5-18 years old
Ratings provided by:	Parent, Teacher, and Clinician; Self-Report: (12-18 yrs only)
Items in Standard Form	Teacher/Parent/Self-Report: 34 change-sensitive items Clinician: 31 items
Norms	National standardization sample offers normative data (scale & item level). Also available is a non norm-referenced clinician's form
Flex items	10-30 items for each Standard Form item, useful in progress monitoring plans
Administration format:	Web-based & paper & pencil (administration only)
Admin. Time	5-10 minutes
Qualification Level	B-level
Languages	Standard form available in English, Spanish and other languages for parents

THE PURPOSE OF THE BIMAS

The BIMAS is a brief, repeatable multi-informant measure that can be used to:

1. **Universal Screening (UA)** – identify students who might be at risk or in need of further assessment.
2. **Progress Monitoring (PM)** – monitor the effectiveness of system wide interventions such as Positive Behavior Supports (PBS) or Social Emotional Learning (SEL) curricula; monitor small group or individual interventions [Behavior Support Plans, Individual Education Program (IEP) plans]. PM is easily accomplished with the Standard Form and the flexibility of creating unique PM plans. The data generated by this process, increases accountability across all parties involved, promotes implementation fidelity and facilitates the collaboration of school personnel and parents.

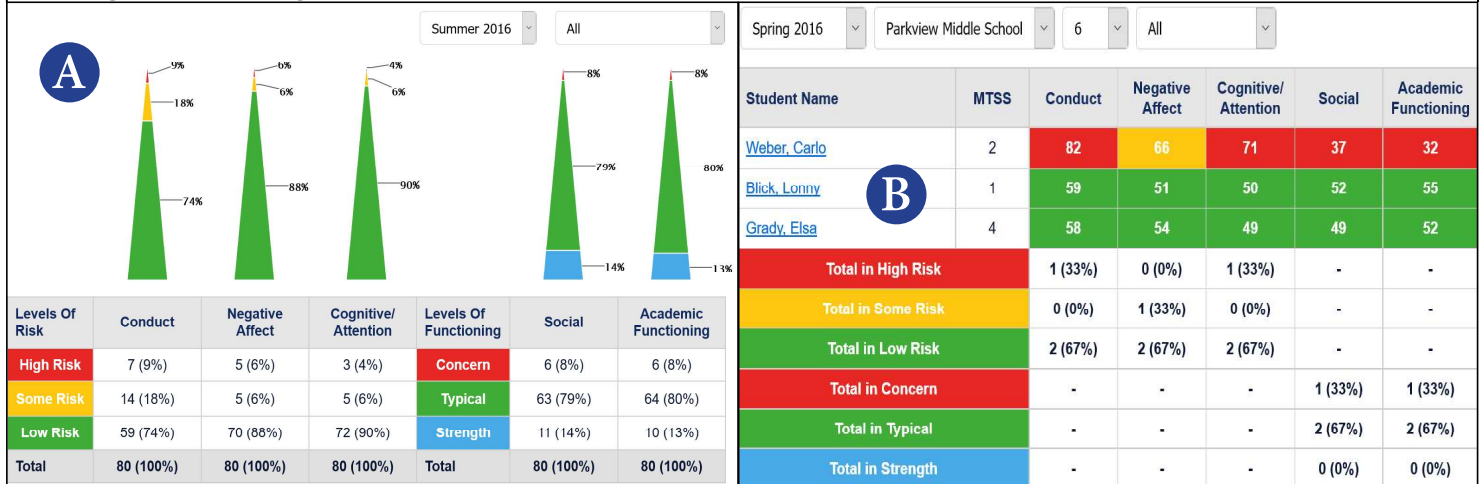
PRICING

BIMAS-2 account set-up (includes the technical manual in PDF form)	\$90.00
BIMAS-2 User or Building user access fee (the less costly one will be applied)	\$10.00
BIMAS-2 Annual Site license (min purchase of 25) at 4.00 per student license	\$100.00
BIMAS-2 Volume Discounts are available, please visit: www.BIMAS2.com	

Request a free trial and/or training webinar for your organization: help@edumetrisis.com

BIMAS-2 REPORTS

Dynamic, data mining features allow the aggregation of data and reports that guide decision making at the district, building, classroom or grade level



Reports offer guidance and specificity to develop interventions and Progress Monitoring Plans for individual student level.

BEHAVIORAL CONCERN SCALES

CONDUCT

T-Score	Scale Descriptor
56	Low Risk

Item	Score	Descriptor
2	appeared angry	No Concern
9	engaged in risk-taking behavior	No Concern
13	fought with others (verbally, physically, or both)	No Concern
17	lied or cheated	No Concern
21	lost his/her temper when upset	Mild Concern
25	was aggressive (threatened or bullied others)	No Concern
29	was suspected of using alcohol and/or drugs	No Concern
31	was sent to an authority for discipline	Concern
32	was suspected of smoking or chewing tobacco	Concern

PROGRESS MONITORING » CREATE INTERVENTION

Name of Intervention: Brown, John (weekly) conduct related Intervention

Case Manager: Coleman, James

I-Teacher: Coleman, James

PM-ASSESSMENT PLAN(S)

pm-Assessment: Full Bimas Standard

Monitoring Frequency: Weekly

MONITORING DURATION:

Start: 09/14/2016

End: 12/28/2016

Easy Case Management of small group or individual treatment plans

PROGRESS MONITORING » NORTHBRIDGE HIGH MENTAL HEALTH ASSESSMENT

Case Manager: Brian Prager

I-Teacher: William Jackson

PM-ASSESSMENT ITEMS

pm-Assessment Name	Frequency	Start	End
Full Bimas Standard	once	08/11/16	08/18/16
Bullying	daily	08/12/16	09/02/16
Depression	weekly	08/12/16	12/02/16
Academics	monthly	08/12/16	12/02/16
Full Bimas Standard	once	12/05/16	12/12/16

PM-ASSESSMENT STATUS

Students	Raters	08/11/16 Full Bimas Standard	08/12/16 Depression	08/12/16 Bullying	08/12/16 Academics	08/13/16 Bullying	08/14/16 Bullying	08/15/16 Bullying	08/16/16 Bullying	08/17/16 Bullying	08/18/16 Bullying	08/19/16 Bullying	08/19/16 Depression	08/20/16 Bullying	08/21/16 Bullying	08/22/16 Bullying	08/23/16 Bullying	08/24/16 Bullying	08/25/16 Bullying	08/26/16 Bullying	08/26/16 Depression	08/27/16 Bullying	08/28/16 Bullying	08/29/16 Bullying	08/30/16 Bullying	08/31/16 Bullying
Josiane Rashidian	William Jackson	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Jenny Kovac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	David Hagerman	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	James Coleman	✓	✓	✓	✎	✎	✎	✎	✎	✎	✎	✎	✎	✎	✎	✎	✎	✎	✎	✎	✎	✎	✎	✎	✎	✎
Jayson Grady	William Jackson	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Jenny Kovac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	James Coleman	✎	✎	✎	✎	✎	✎	✎	✎	✎	✎	✎	✎	✎	✎	✎	✎	✎	✎	✎	✎	✎	✎	✎	✎	✎

✓ Indicates a rating has been completed; click on it to see the data

✎ A notification is sent; completion of rating is pending

Exhibit B



EduMetrisis, LLC
Innovations in Behavioral
Assessments

QUOTE

1441 40th Avenue
Greeley, Colorado 80634
(970) 301-5166
help@edumetrisis.com

DATE: SEPTEMBER 6, 2019

QUOTE # 263

BILL TO:	Ship to: (if different than above)
Kandy Flynn, Office Manager CLPE Cache La Poudre Elementary Poudre School District 3511 W. County Rd 54G Laporte, CO 80535	Kandy Flynn, Office Manager CLPE Cache La Poudre Elementary Poudre School District 3511 W. County Rd 54G Laporte, CO 80535
Primary account holder: on record in platform Name: Sara Sadd Phone: 970-488-7618 E-mail:	PURCHASE ORDER: PAYMENT TERMS: Net 30 days
OFFICE USE ONLY : Consultant: Achilles Bardos	

qty	description	unit price	discount	total
1	BIMAS set up fee	90.00	90.00	0.0
60	BIMAS-2 annual Licenses FROM: August 1, 2020..... TO: July 31, 2021	4.00 each		\$240.00
	TOTAL DISCOUNT			0.00
			SUBTOTAL	\$
	Sales tax to be added at Invoice level	SALES TAX	4.11%	
	Tax ID # tax exempt on file		TOTAL	\$240.00

Invoice prepared by: Achilles N. Bardos, Ph.D.

This invoice on the goods named, it is subject to the acceptance of the Terms and Condition of the BIMAS-2 software platform. **Payment is due in 30 days.**

Please provide us with your *Tax Exempt information* i.e. a certificate. (if applicable). If not exempt, a new invoice must be created with the added sale tax.

Thank you for your business!

BY PURCHASING THE TEST(S) ON THE SITE SUBSCRIPTION SERVICE YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS:

Test(s) Subscription Service Fee and Term

You, the customer has subscribed to Edumetrisis' Subscription Service by payment of an annual fee. Edumetrisis' Subscription Services provides you with a non-transferable, non-exclusive, revocable, limited, license to access and use (further described below) the Test(s) and the Edumetrisis Assessment Centre (the "Site") within the country of purchase for a twelve (12) month period (the "Term") commencing on the date of purchase under the terms and conditions of this Agreement

Test(s) Use Subscription License

You may access the Test(s) through the Site at any time and to administer the Test(s) to clients and/or to assimilate resulting assessment scores and reports into your electronic or paper based database for the Term. For the avoidance of doubt, you may not sell, give away, transfer, or permit others to copy, use, or administer the Test(s) outside of your organization.

Renewal

At the end of the Term you may renew this Agreement for an annual fee through a valid purchase order or other means of payment. Each renewal of the subscription will give you access and use of the Test(s) and the Site for the additional Term. The annual fee may be subject to price increases at the renewal of each Term.

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EduMetrisis, LLC
Innovations in Behavioral
Assessments

Quote

1441 40th Avenue
Greeley, Colorado 80634
(970) 301-5166
help@edumetrisis.com

DATE: JUNE 23, 2020

QUOTE # 272

BILL TO:	Ship to: (if different than above)
Bennet Elementary School Poudre School District 1125 Bennett Road Fort Collins, CO 80521	
Primary account contact for Bennett Name: Phone: E-mail:	PURCHASE ORDER: PAYMENT TERMS: Net 30 days
OFFICE USE ONLY : Consultant: Achilles Bardos	

qty	description	unit price	discount	total
1	BIMAS set up fee	90.00	90.00	90.0
25	BIMAS-2 annual Licenses FROM: August 1, 2020..... TO: July 31, 2021	4.00 each		\$100.00
	TOTAL DISCOUNT			190.00
			SUBTOTAL	\$
	Sales tax to be added at Invoice level	SALES TAX	4.11%	
	Tax ID # tax exempt on file		TOTAL	\$190.00

Invoice prepared by: Achilles N. Bardos, Ph.D.

This invoice on the goods named, it is subject to the acceptance of the Terms and Condition of the BIMAS-2 software platform. **Payment is due in 30 days.**

Please provide us with your Tax Exempt information i.e. a certificate. (if applicable). If not exempt, a new invoice must be created with the added sale tax.

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Exhibit C



DJG/DJGA - VENDOR RELATIONS, SALES CALLS AND DEMONSTRATIONS

VENDOR QUALIFICATIONS

No favoritism shall be extended to any vendor. The Purchasing and Materials Management Department, in cooperation with other interested District departments, sites and employees, may establish required vendor qualifications for certain District purchases, and may prequalify vendors, as they determine necessary or appropriate.

CONFLICT OF INTEREST

District employees have a fiduciary duty to act in the best interests of the District regarding all work they perform in connection with any District contract or purchase. No vendor shall offer, and no District employee shall accept, any gift, service, honorarium, stipend or fee that may objectively be viewed as having the purpose or effect of improperly influencing the employee to purchase goods and/or services from the vendor. No District employee may have a financial or business interest in any District contract or purchase made by the employee in his or her official capacity, and no District employee may influence or attempt to influence the District regarding any contract or purchase in which the employee has a financial or business interest.

SALES CALLS

To protect District students and staff against disruption of the educational process and/or interruption of the work day, sales representatives shall not be permitted in District schools for the purpose of making sales calls unless authorized to do so by the superintendent, executive director of finance or purchasing and materials manager, or their designees.

The superintendent, executive director of finance or purchasing and materials manager may, when they determine it to be in the best interest of the District, bar any vendor, organization or person from any or all District facilities for soliciting purchases from or services to students, their parents/guardians, or District employees.

VIOLATIONS

Employees who violate any provision of this policy shall be subject to discipline up to and including termination of employment. Any vendor engaging in conduct that is inconsistent with this policy may be disqualified indefinitely from doing business with the District.

Adopted by Board: May 1972
Revised by Board: May 1982

Revised by Board: April 1988
Revised by Board to conform with practice: May 22, 1995
Revised by Board: April 8, 1996
Revised by Board: June 10, 1996
Revised by Superintendent: May 14, 2007
Revised by Superintendent: March 8, 2017
Revised by Board: February 12, 2019

LEGAL REF:

C.R.S. 24-18-101, et seq.

CROSS REFS:

DJ, Purchasing
DJA, Purchasing Authority
DJB, Purchasing Procedures
FE, Construction Projects and Contracting Procedures
FEAA, Construction Project Prequalification
GBEA, Staff Ethics/Conflict of Interest
GBEBC, Gifts to and Solicitations by Staff