

Tompkins Seneca Tioga B.O.C.E.S.

and

Navigate360, LLC

This Data Privacy Agreement ("DPA") is by and between the Tompkins Seneca Tioga B.O.C.E.S. ("EA"), an Educational Agency, and Navigate360, LLC ("Contractor"), collectively, the "Parties".

ARTICLE I: DEFINITIONS

As used in this DPA, the following terms shall have the following meanings:

- 1. Breach:** The unauthorized acquisition, access, use, or disclosure of Personally Identifiable Information in a manner not permitted by State and federal laws, rules and regulations, or in a manner which compromises its security or privacy, or by or to a person not authorized to acquire, access, use, or receive it, or a Breach of Contractor's security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personally Identifiable Information.
- 2. Commercial or Marketing Purpose:** means the sale, use or disclosure of Personally Identifiable Information for purposes of receiving remuneration, whether directly or indirectly; the sale, use or disclosure of Personally Identifiable Information for advertising purposes; or the sale, use or disclosure of Personally Identifiable Information to develop, improve or market products or services to students.
- 3. Disclose:** To permit access to, or the release, transfer, or other communication of personally identifiable information by any means, including oral, written or electronic, whether intended or unintended.
- 4. Education Record:** An education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. 1232g and 34 C.F.R. Part 99, respectively.
- 5. Educational Agency:** As defined in Education Law 2-d, a school district, board of cooperative educational services, school, charter school, or the New York State Education Department.
- 6. Eligible Student:** A student who is eighteen years of age or older.
- 7. Encrypt or Encryption:** As defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Security Rule at 45 CFR 164.304, means the use of an algorithmic process to transform Personally Identifiable Information into an unusable, unreadable, or indecipherable form in which there is a low probability of assigning meaning without use of a confidential process or key.
- 8. NIST Cybersecurity Framework:** The U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1.

9. **Parent:** A parent, legal guardian or person in parental relation to the Student.
10. **Personally Identifiable Information (PII):** Means personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g , and Teacher or Principal APPR Data, as defined below.
11. **Release:** Shall have the same meaning as Disclose.
12. **School:** Any public elementary or secondary school including a charter school, universal pre-kindergarten program authorized pursuant to Education Law § 3602-e, an approved provider of preschool special education, any other publicly funded pre-kindergarten program, a school serving children in a special act school district as defined in Education Law § 4001, an approved private school for the education of students with disabilities, a State-supported school subject to the provisions of Article 85 of the Education Law, or a State-operated school subject to the provisions of Articles 87 or 88 of the Education Law.
13. **Student:** Any person attending or seeking to enroll in an Educational Agency.
14. **Student Data:** Personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g.
15. **Subcontractor:** Contractor’s non-employee agents, consultants and/or subcontractors engaged in the provision of services pursuant to the Service Agreement.
16. **Teacher or Principal APPR Data:** Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §§ 3012-c and 3012-d.

ARTICLE II: PRIVACY AND SECURITY OF PII

1. **Compliance with Law.**

In order for Contractor to provide certain services ("Services") to the EA pursuant to a contract dated 7/1/2022 ("Service Agreement"); Contractor may receive PII regulated by several New York and federal laws and regulations, among them, the Family Educational Rights and Privacy Act ("FERPA") at 12 U.S.C. 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. 1400 et seq. (34 CFR Part 300); New York Education Law Section 2-d; and the Commissioner of Education’s Regulations at 8 NYCRR Part 121. The Parties enter this DPA to address the requirements of New York law. Contractor agrees to maintain the confidentiality and security of PII in accordance with applicable New York, federal and local laws, rules and regulations.

2. Authorized Use.

Contractor has no property or licensing rights or claims of ownership to PII, and Contractor must not use PII for any purpose other than to provide the Services set forth in the Service Agreement. Neither the Services provided nor the manner in which such Services are provided shall violate New York law.

3. Data Security and Privacy Plan.

Contractor shall adopt and maintain administrative, technical and physical safeguards, measures and controls to manage privacy and security risks and protect PII in a manner that complies with New York State, federal and local laws and regulations and the EA's policies. Education Law Section 2-d requires that Contractor provide the EA with a Data Privacy and Security Plan that outlines such safeguards, measures and controls including how the Contractor will implement all applicable state, federal and local data security and privacy requirements. Contractor's Data Security and Privacy Plan is attached to this DPA as Exhibit C.

4. EA's Data Security and Privacy Policy

State law and regulation requires the EA to adopt a data security and privacy policy that complies with Part 121 of the Regulations of the Commissioner of Education and aligns with the NIST Cyber Security Framework. Contractor shall comply with the EA's data security and privacy policy and other applicable policies.

5. Right of Review and Audit.

Upon request by the EA, Contractor shall provide the EA with copies of its policies and related procedures that pertain to the protection of PII. It may be made available in a form that does not violate Contractor's own information security policies, confidentiality obligations, and applicable laws. In addition, Contractor may be required to undergo an audit of its privacy and security safeguards, measures and controls as it pertains to alignment with the requirements of New York State laws and regulations, the EA's policies applicable to Contractor, and alignment with the NIST Cybersecurity Framework performed by an independent third party at Contractor's expense, and provide the audit report to the EA. Contractor may provide the EA with a recent industry standard independent audit report on Contractor's privacy and security practices as an alternative to undergoing an audit.

6. Contractor's Employees and Subcontractors.

- (a) Contractor shall only disclose PII to Contractor's employees and subcontractors who need to know the PII in order to provide the Services and the disclosure of PII shall be limited to the extent necessary to provide such Services. Contractor shall

ensure that all such employees and subcontractors comply with the terms of this DPA.

- (b) Contractor must ensure that each subcontractor performing functions pursuant to the Service Agreement where the subcontractor will receive or have access to PII is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this DPA.
- (c) Contractor shall examine the data security and privacy measures of its subcontractors prior to utilizing the subcontractor. If at any point a subcontractor fails to materially comply with the requirements of this DPA, Contractor shall: notify the EA and remove such subcontractor's access to PII; and, as applicable, retrieve all PII received or stored by such subcontractor and/or ensure that PII has been securely deleted and destroyed in accordance with this DPA. In the event there is an incident in which the subcontractor compromises PII, Contractor shall follow the Data Breach reporting requirements set forth herein.
- (d) Contractor shall take full responsibility for the acts and omissions of its employees and subcontractors.
- (e) Contractor must not disclose PII to any other party unless such disclosure is required by statute, court order or subpoena, and the Contractor makes a reasonable effort to notify the EA of the court order or subpoena in advance of compliance but in any case, provides notice to the EA no later than the time the PII is disclosed, unless such disclosure to the EA is expressly prohibited by the statute, court order or subpoena.

7. Training.

Contractor shall ensure that all its employees and Subcontractors who have access to PII have received or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access.

8. Termination

The obligations of this DPA shall continue and shall not terminate for as long as the Contractor or its sub-contractors retain PII or retain access to PII.

9. Data Return and Destruction of Data.

- (a) Protecting PII from unauthorized access and disclosure is of the utmost importance to the EA, and Contractor agrees that it is prohibited from retaining PII or continued access to PII or any copy, summary or extract of PII, on any storage medium

(including, without limitation, in secure data centers and/or cloud-based facilities) whatsoever beyond the period of providing Services to the EA, unless such retention is either expressly authorized for a prescribed period by the Service Agreement or other written agreement between the Parties, or expressly requested by the EA for purposes of facilitating the transfer of PII to the EA or expressly required by law. As applicable, upon expiration or termination of the Service Agreement, Contractor shall transfer PII, in a format agreed to by the Parties to the EA.

- (b) If applicable, once the transfer of PII has been accomplished in accordance with the EA's written election to do so, Contractor agrees to return or destroy all PII when the purpose that necessitated its receipt by Contractor has been completed. Thereafter, with regard to all PII (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) as well as any and all PII maintained on behalf of Contractor in a secure data center and/or cloud-based facilities that remain in the possession of Contractor or its Subcontractors, Contractor shall ensure that PII is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read or reconstructed. Hard copy media must be shredded or destroyed such that PII cannot be read or otherwise reconstructed, and electronic media must be cleared, purged, or destroyed such that the PII cannot be retrieved. Only the destruction of paper PII, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.
- (c) Contractor shall provide the EA with a written certification of the secure deletion and/or destruction of PII held by the Contractor or Subcontractors.
- (d) To the extent that Contractor and/or its subcontractors continue to be in possession of any de-identified data (i.e., data that has had all direct and indirect identifiers removed), they agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party.

10. Commercial or Marketing Use Prohibition.

Contractor agrees that it will not sell PII or use or disclose PII for a Commercial or Marketing Purpose.

11. Encryption.

Contractor shall use industry standard security measures including encryption protocols that comply with New York law and regulations to preserve and protect PII. Contractor must encrypt PII at rest and in transit in accordance with applicable New York laws and regulations.

12. Breach.

- (a) Contractor shall promptly notify the EA of any Breach of PII without unreasonable delay no later than seven (7) business days after discovery of the Breach. Notifications required pursuant to this section must be in writing, given by personal delivery, e-mail transmission (if contact information is provided for the specific mode of delivery), or by registered or certified, and must to the extent available, include a description of the Breach which includes the date of the incident and the date of discovery; the types of PII affected and the number of records affected; a description of Contractor's investigation; and the contact information for representatives who can assist the EA. Notifications required by this section must be sent to the EA's District Superintendent or other head administrator with a copy to the Data Protection Office. Violations of the requirement to notify the EA shall be subject to a civil penalty pursuant to Education Law Section 2-d. The Breach of certain PII protected by Education Law Section 2-d may subject the Contractor to additional penalties.

- (b) Notifications required under this paragraph must be provided to the EA at the following address:

[Name: Daniel Parker

Title: Technology Services Coordinator, D.P.O.

Address: 555 Warren Road

City, State, Zip: Ithaca, NY 14850

Email: dparker@tstboces.org]

13. Cooperation with Investigations.

Contractor agrees that it will cooperate with the EA and law enforcement, where necessary, in any investigations into a Breach. Any costs incidental to the required cooperation or participation of the Contractor or its' Authorized Users, as related to such investigations, will be the sole responsibility of the Contractor if such Breach is attributable to Contractor or its Subcontractors.

14. Notification to Individuals.

Where a Breach of PII occurs that is attributable to Contractor, Contractor shall pay for or promptly reimburse the EA for the full cost of the EA's notification to Parents, Eligible

Students, teachers, and/or principals, in accordance with Education Law Section 2-d and 8 NYCRR Part 121.

15. Termination.

The confidentiality and data security obligations of the Contractor under this DPA shall survive any termination of this DPA but shall terminate upon Contractor's certifying that it has destroyed all PII.

ARTICLE III: PARENT AND ELIGIBLE STUDENT PROVISIONS

1. Parent and Eligible Student Access.

Education Law Section 2-d and FERPA provide Parents and Eligible Students the right to inspect and review their child's or the Eligible Student's Student Data stored or maintained by the EA. To the extent Student Data is held by Contractor pursuant to the Service Agreement, Contractor shall respond within thirty (30) calendar days to the EA's requests for access to Student Data so the EA can facilitate such review by a Parent or Eligible Student, and facilitate corrections, as necessary. If a Parent or Eligible Student contacts Contractor directly to review any of the Student Data held by Contractor pursuant to the Service Agreement, Contractor shall promptly notify the EA and refer the Parent or Eligible Student to the EA.

2. Bill of Rights for Data Privacy and Security.

As required by Education Law Section 2-d, the Parents Bill of Rights for Data Privacy and Security and the supplemental information for the Service Agreement are included as Exhibit A and Exhibit B, respectively, and incorporated into this DPA. Contractor shall complete and sign Exhibit B and append it to this DPA. Pursuant to Education Law Section 2-d, the EA is required to post the completed Exhibit B on its website.

ARTICLE IV: MISCELLANEOUS

1. Priority of Agreements and Precedence.

In the event of a conflict between and among the terms and conditions of this DPA, including all Exhibits attached hereto and incorporated herein and the Service Agreement, the terms and conditions of this DPA shall govern and prevail, shall survive the termination of the Service Agreement in the manner set forth herein, and shall supersede all prior communications, representations, or agreements, oral or written, by the Parties relating thereto.

2. Execution.

This DPA may be executed in one or more counterparts, all of which shall be considered one and the same document, as if all parties had executed a single original document, and may be executed utilizing an electronic signature and/ or electronic transmittal, and each signature thereto shall be and constitute an original signature, as if all parties had executed a single original document.



TST BOCES	CONTRACTOR
BY: 	BY: 
Daniel N Parker	Adam C Ratcliff
Technology Services Coordinator	Director, Information Security
Date:	Date: 11/3/2022

EXHIBIT A - Education Law §2-d Bill of Rights for Data Privacy and Security

Definitions:

1. Protected Data means personally identifiable data of students from student education records as defined by FERPA, as well as teacher and Principal data regarding annual professional performance reviews made confidential under New York Education Law §3012-c and §3012-d.

Requirements:

1. Publication: This policy shall be published on the District's website and notice of the policy provided to all officers and employees of the District.
2. The District shall provide the data protection as well as the protection of parent and eligible student's rights and rights to challenge the accuracy of such data required by FERPA (20USC §1232g), IDEA (20 USC §1400 et. seq.) and any implementing regulations.
3. The District hereby adopts the National Institute for Standards and Technology (NIST) Cybersecurity Framework (CSF) in accordance with the Commissioner's Regulations.
4. Every contract or other written agreement with a third party contractor under which the third party contractor will receive protected student data or teacher or Principal data shall include a data security and privacy plan that outlines how all State, federal, and local data security and privacy contract requirements will be implemented over the life of the contract, consistent with this policy.
5. Nothing contained in this policy or the District's Data Security and Privacy Plan shall be construed as creating a private right of action against the District.
6. Every use and disclosure of personally identifiable information, as defined by FERPA, shall be for the benefit of students and the educational agency. Examples of such benefit are provided in implementing regulations.
7. The District shall not sell or disclose for marketing or commercial purposes any Protected Data, or facilitate its use or disclosure by any other party for any marketing or commercial purpose, or permit another party to do so.
8. The District shall take steps to minimize its collection, process and transmission of Protected Data.
9. Except as required by law or in the case of enrollment data, the District shall not report to NYSED Juvenile Delinquency records, criminal records, medical health records, or student biometric information.
10. All contracts with vendors that have access to Protected Data shall comply with NIST Cybersecurity Framework.

The District, in compliance with Education Law §2-d, provides the following:

DEFINITIONS:

As used in this policy, the following terms are defined:

Student Data means personally identifiable information from the student records of a District student.

Teacher or Principal Data means personally identifiable information from District records relating to the annual professional performance reviews of classroom teachers or Principals that is confidential and not subject to release under the provisions of Education Law §§3012-c and 3012-d.

Third-Party Contractor means any person or entity, other than a District, that receives student data or teacher or Principal data from the District pursuant to a contract or other written agreement for purposes of providing services to the District, including, but not limited to, data management or storage services, conducting studies for or on behalf of the District, or audit or evaluation of publicly funded programs. Such term shall include an educational partnership organization that receives student or teacher or Principal data from a school district to carry out its responsibilities pursuant to Education Law §211-e and is not a District, and a not-for-profit corporation or other nonprofit organization, other than a District.

1. Neither student data, nor teacher or Principal data will be sold or released for any commercial purpose;
2. Parents have the right to inspect and review the complete contents of their child's education records. Procedures for reviewing student records can be found in the Board Policy entitled STUDENT RECORDS: ACCESS AND INFORMATION DISCLOSURE;
3. Security protocols regarding confidentiality of personally identifiable information are currently in place and the safeguards necessary to protect the confidentiality of student data are maintained at industry standards and best practices. The safeguards include, but are not limited to, encryption, firewalls, and password protection. As required by Education Law §2-d (5), the National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1 (NIST Cybersecurity Framework or NIST CSF) is adopted as the standard for data security and privacy;
4. New York State maintains a complete list of all student data collected by the State and the data is available for public review at <http://www.p12.nysed.gov/irs/sirs/NYSEDDataElements2018.xlsx>, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234;
5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to the TST BOCES District Privacy Officer, contact information can be found on the TST BOCES website;

6. The District will promptly acknowledge receipt of complaints, commence an investigation, and take the necessary precautions to protect personally identifiable information;
 - Following its investigation of a submitted complaint, the District shall provide the parent or eligible student with its findings within a reasonable period but no more than 60 calendar days from receipt of the complaint;
 - Where the District requires additional time, or where the response may compromise security or impede a law enforcement investigation, the District shall provide the parent or eligible student with a written explanation that includes the approximate date when the District anticipates that it will respond to the complaint;
 - The District will require complaints to be submitted in writing;
 - The District will maintain a record of all complaints of breaches or unauthorized releases of student data and their disposition in accordance with applicable data retention policies, including the Records Retention and Disposition Schedule ED-1;
7. This policy will be regularly updated with supplemental information for each contract the District enters into with a third-party contractor where the third-party contractor receives student data or teacher or Principal data. The supplemental information must be developed by the District and include the following information:
 - the exclusive purposes for which the student data or teacher or Principal data will be used by the third-party contractor, as defined in the contract;
 - how the third-party contractor will ensure that the subcontractors, or other authorized persons or entities to whom the third-party contractor will disclose the student data or teacher or Principal data, if any, will abide by all applicable data protection and security requirements, including, but not limited to, those outlined in applicable State and federal laws and regulations (e.g., FERPA; Education Law §2-d);
 - the duration of the contract, including the contract's expiration date and a description of what will happen to the student data or teacher or Principal data upon expiration of the contract or other written agreement (e.g., whether, when and in what format it will be returned to the District, and whether, when and how the data will be destroyed);
 - if and how a parent, student, eligible student, teacher or Principal may challenge the accuracy of the student data or teacher or Principal data that is collected;
 - where the student data or teacher or Principal data will be stored, it will be described in such a manner as to protect data security and the security protections taken to ensure that such data will be protected and data security and privacy risks mitigated; and how the data will be protected using encryption while in motion and at rest will be addressed.
8. This policy shall be published on the District's website. This policy shall also be included with every contract the District enters with a third party contractor where the third party contractor receives student data or teacher or Principal data.

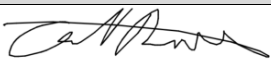
CONTRACTOR	
[Signature]	
[Printed Name]	Adam C Ratcliff
[Title]	Director, Information Security
Date:	11/3/2022

EXHIBIT B

BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY - SUPPLEMENTAL INFORMATION FOR CONTRACTS THAT UTILIZE PERSONALLY IDENTIFIABLE INFORMATION

Pursuant to Education Law § 2-d and Section 121.3 of the Commissioner’s Regulations, the Educational Agency (EA) is required to post information to its website about its contracts with third-party contractors that will receive Personally Identifiable Information (PII).

Name of Contractor	Navigate360, LLC
Description of the purpose(s) for which Contractor will receive/access PII	<p>Navigate360 Emergency Management Suite Features/Functionality Include:</p> <ul style="list-style-type: none"> *Call Lists *Maps & Floor Plans *Flipcharts *Safety Plans (EOPs) *Reunification *Documents *Virtual Binders *Drill Logs & Scenarios *Respond & Alarm *Assessments (School Safety & Security Audits) <p>Navigate360 Training Institute is a Learning Management System in which Navigate360 provides curriculum for the spectrum of school safety, from prevention to recovery. Navigate360's School Safety & Wellness Suite puts you in the position to ensure staff and students are prepared to respond to (and hopefully prevent) critical incidents that can impact your school and community.</p> <ul style="list-style-type: none"> • ALICE active shooter response course • Improve the safety of students and staff • An evolving ecosystem of interactive, engaging courses • On-demand courses to meet flexible staff schedules • Build confidence in the safety of your school • Age- and ability-appropriate training

Type of PII that Contractor will receive/access	<p>Check all that apply:</p> <p><input checked="" type="checkbox"/> Student PII</p> <p><input type="checkbox"/> APPR Data</p>
Contract Term	<p>Contract Start Date ___ 07/01/2022 _____</p> <p>Contract End Date ___ 06/30/2023 _____</p>
Subcontractor Written Agreement Requirement	<p>Contractor will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by state and federal laws and regulations, and the Contract. (check applicable option)</p> <p><input checked="" type="checkbox"/> Contractor will not utilize subcontractors.</p> <p><input type="checkbox"/> Contractor will utilize subcontractors.</p>
Data Transition and Secure Destruction	<p>Upon expiration or termination of the Contract, Contractor shall:</p> <ul style="list-style-type: none"> • Securely transfer data to EA, or a successor contractor at the EA's option and written discretion, in a format agreed to by the parties. • Securely delete and destroy data.
Challenges to Data Accuracy	<p>Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting the EA. If a correction to data is deemed necessary, the EA will notify Contractor. Contractor agrees to facilitate such corrections within 21 days of receiving the EA's written request.</p>
Secure Storage and Data Security	<p>Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply)</p> <p><input checked="" type="checkbox"/> Using a cloud or infrastructure owned and hosted by a third party.</p> <p><input type="checkbox"/> Using Contractor owned and hosted solution</p> <p><input type="checkbox"/> Other:</p> <p>Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data:</p> <p>See Exhibit C.</p>
Encryption	<p>Data will be encrypted while in motion and at rest.</p>

CONTRACTOR


[Signature]	
[Printed Name]	Adam C Ratcliff
[Title]	Director, Information Security
Date:	11/3/2022

EXHIBIT C - CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN

CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN

The Educational Agency (EA) is required to ensure that all contracts with a third-party contractor include a Data Security and Privacy Plan, pursuant to Education Law § 2-d and Section 121.6 of the Commissioner's Regulations. For every contract, the Contractor must complete the following or provide a plan that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework, which is the standard for educational agency data privacy and security policies in New York state. **While this plan is not required to be posted to the EA's website, contractors should nevertheless ensure that they do not include information that could compromise the security of their data and data systems.**

1	Outline how you will implement applicable data security and privacy contract requirements over the life of the Contract.	Per our Corporate Information Security Policy and Privacy Compliance Program, all applicable requirements are met.
2	Specify the administrative, operational and technical safeguards and practices that you have in place to protect PII.	Background checking, Access Control, Vulnerability scanning, IDS/IPS, Annual Pen testing, Incident response plan and testing, Business Continuity and Disaster recovery planning
3	Address the training received by your employees and any subcontractors engaged in the provision of services under the Contract on the federal and state laws that govern the confidentiality of PII.	Security Awareness, State and Federal Privacy, Privileged User training, OWASP top 10 for Development
4	Outline contracting processes that ensure that your employees and any subcontractors are bound by written agreement to the requirements of the Contract, at a minimum.	All contractors are bound to the same training and requirements
5	Specify how you will manage any data security and privacy incidents that implicate PII and describe any specific plans you have in place to identify breaches and/or unauthorized disclosures, and to meet your obligations to report incidents to the EA.	Per our Privacy Compliance Program, all confirmed or suspected breaches will be followed up on and investigated with contact to the customer.
6	Describe how data will be transitioned to the EA when no longer needed by you to meet your contractual obligations, if applicable.	Data can either be requested at termination, or any replicated data can be deleted.
7	Describe your secure destruction practices and how certification will be provided to the EA.	Data is destroyed within 30 days of contract expiration.

8	Outline how your data security and privacy program/practices align with the EA's applicable policies.	Security program aligns with NIST best practices as outlined above.
9	Outline how your data security and privacy program/practices materially align with the NIST CSF v1.1 using the Framework chart below.	Annual risk assessment and policies are based on NIST CSF.