

DATA PRIVACY AGREEMENT

INCLUDING
PARENTS BILL OF RIGHTS FOR DATA SECURITY AND PRIVACY
AND
SUPPLEMENTAL INFORMATION ABOUT THE
AGREEMENT

1. **Purpose**

(a) This Data Privacy Agreement (DPA) supplements the agreement between Watervliet City Schools (THE DISTRICT) and Healthy Alliance IPA, LLC (Vendor), to ensure that the Vendor AGREEMENT conforms to the requirements of New York State Education Law Section 2-d and any implementing Regulations of the Commissioner of Education (collectively referred to as "Section 2-d"). This Agreement consists of the terms of this DPA Agreement, a copy of Watervliet City School District Parents Bill of Rights for Data Security and Privacy signed by Vendor and the Supplemental Information about the AGREEMENT that is required to be posted on district's website.

(b) To the extent that any terms contained within the Vendor AGREEMENT, or any terms contained within any other Agreements attached to and made a part of the Vendor AGREEMENT, conflict with the terms of this DPA, the terms of this DPA will apply and be given effect. In the event that Vendor has online or written Terms of Service ("TOS") that would otherwise be applicable to its customers or users of its Product that is the subject of the Vendor AGREEMENT, to the extent that any term of the TOS conflicts with the terms of this DPA, the terms of this DPA will apply and be given effect.

2. **Definitions**

Any capitalized term used within this DPA that is also found in the Vendor AGREEMENT will have the same definition as contained within this DPA.

In addition, as used in this Exhibit:

(a) "Student Data" means personally identifiable information, as defined in Section 2-d, from student records that Vendor receives from the district pursuant to the DPA.

(b) "Teacher or Principal Data" means personally identifiable information relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of New York Education Law Sections 3012-c or 3012-d, that Vendor receives from the district pursuant to the Vendor AGREEMENT.

(c) "Protected Data" means Student Data and/or Teacher or Principal Data to the extent applicable to Vendor's Product.

authorized representatives of Vendor using the information to carry out Vendor's obligations under the Vendor AGREEMENT, unless:

- (i) the parent or eligible student has provided prior written consent; or
- (ii) the disclosure is required by statute or court order and notice of the disclosure is provided to the district no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order.

(e) Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable student information in its custody;

(f) Use encryption technology that complies with Section 2-d, as more fully set forth in THE DISTRICT “Supplemental Information about the Vendor AGREEMENT,” below.

(g) Provide notification to THE DISTRICT (to the extent required by, and in accordance with, Section 6 of this Data Privacy Agreement) of any breach of security resulting in an unauthorized release of Protected Data by Vendor or its assignees or subcontractors in violation of state or federal law or other obligations relating to data privacy and security contained herein.

(h) Promptly reimburse THE DISTRICT, for the full cost of notification, in the event they are required under Section 2-d to notify affected parents, students, teachers or principals of a breach or unauthorized release of Protected Data attributed to Vendor or its subcontractors or assignees.

6. Notification of Breach and Unauthorized Release

(a) Vendor shall promptly notify THE DISTRICT of any breach or unauthorized release of Protected Data in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after Vendor has discovered or been informed of the breach or unauthorized release.

(b) Vendor will provide such notification to THE DISTRICT by contacting THE DISTRICT:
Data Protection Officer or Designee

(c) Vendor will cooperate with THE DISTRICT and provide as much information as possible directly to the Data Protection Officer (DPO) or designee about the incident, including but not limited to: a description of the incident, the date of the incident, the date Vendor discovered or was informed of the incident, a description of the types of personally identifiable information involved, an estimate of the number of records affected, the district affected, what the Vendor has done or plans to do to investigate the incident, stop the breach and mitigate any further unauthorized access or release of Protected Data, and contact information for Vendor representatives who can assist affected individuals that may have additional questions.

(e) Vendor will consult directly with the Data Protection Officer or designees prior to providing any further notice of the incident (written or otherwise) directly to the DISTRICT or Regional Information Center.

Erica Coletti

~~Erica Coletti~~

 CEO

2021-11-30

Tom McCarroll

Tom McCarroll

PARENTS' BILL OF RIGHTS FOR DATA SECURITY AND PRIVACY

The Watervliet City School District is committed to protecting the privacy and security of student data and teacher and principal data. In accordance with [New York Education Law Section 2-d](#) and its implementing regulations, the District informs the school community of the following:

- 1) A student's personally identifiable information cannot be sold or released for any commercial purposes.
- 2) Parents have the right to inspect and review the complete contents of their child's education record.
- 3) State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- 4) A complete list of all student data elements collected by New York State is available for public review at the following website <http://www.nysed.gov/student-data-privacy/student-data-inventory> or by writing to the Office of Information and Reporting Services, New York State Education Department, Room 865 EBA, 89 Washington Avenue, Albany, New York 12234.
- 5) Parents/guardians who believe there has been a possible breach of student data should direct their concerns/complaints to the District Data Protection Officer, Kirsten DeMento at 518-629-3231 or kdemento@vlietschools.org.
- 6) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to Privacy Complaint, Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be submitted using the form available at the following website <http://www.nysed.gov/student-data-privacy/form/report-improper-disclosure>.

APPENDIX

Supplemental Information Regarding Third-Party Contractors

In the course of complying with its obligations under the law and providing educational services to District residents, the Watervliet City School District has entered into agreements with certain third-party contractors. Pursuant to these agreements, third-party contractors may have access to “student data” and/or “teacher or principal data,” as those terms are defined by law and regulation.

For each contract or other written agreement that the District enters into with a third-party contractor where the third-party contractor receives student data or teacher or principal data from the District, the following supplemental information will be included with this Bill of Rights:

1. 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;
2. 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 laws and regulations (e.g., FERPA; Education Law Section 2-d);

- 8) This Bill of Rights is subject to change based on regulations of the Commissioner of Education and the New York State Education Department Chief Privacy Officer, as well as emerging guidance documents.

Date _____

and Privacy Act (FERPA). Teachers or principals may be able to challenge the accuracy of APPR data provided to Vendor by following the appeal process in their employing school district's applicable APPR Plan.

Data Storage and Security Protections: Any Protected Data Vendor receives will be stored on systems maintained by Vendor, or by a subcontractor under the direct control of Vendor, in a secure data center facility located within the United States. The measures that Vendor will take to protect Protected Data include adoption of technologies, safeguards and practices that align with the NIST Cybersecurity Framework and industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

Encryption of Protected Data: Vendor (or, if applicable, its subcontractors) will protect Protected Data in its custody from unauthorized disclosure while in motion or at rest, using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under Section 13402(H)(2) of P.L. 111-5.

BY Vendor:

Erica Coletti

~~Erica Coletti~~

Signature

CEO

Title

2021-11-30

Date

Signature Certificate

Document name:

Watervliet City School District - Healthy Alliance IPA - Data Use Agreement (DUA)

Unique Document Id:

50ac04fb-f682-42f2-91a1-1e74d4010794

Document fingerprint:

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8bbdab9a28b62a1f17f732b75f82b224f2662ae1d9b5797f72b94b2b67d56080

Signatories



Erica Coletti

CEO

Alliance for Better Health Care, LLC / Healthy Alliance IPA LLC

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7e89a4a887e5487f99f91eb1b223efcfb0c9f13086d

Signatories



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