

This section to be completed by the Third-Party Contractor and returned to Broome-Tioga BOCES

Section 1: Does the Third-Party Contractor have access to student data and/or teacher or principal data as those terms are defined by law?

X Yes

Please complete Sections 2, 3 and 4

No

Please complete Section 3

Section 2: Supplemental Information Details

Third-Party Contractors subject to New York Education Law § 2-d – please complete the table below

SUPPLEMENTAL INFORMATION ELEMENT	SUPPLEMENTAL INFORMATION
Please list the exclusive purpose(s) for which the student data or teacher or principal data will be used by the third-party contractor, as defined in the contract (or list the section(s) in the contract where this information can be found)	OSC will collect, use and process PII only for the purpose of supporting BT BOCES's educational needs. OSC will not use PII for any other purpose. PII received by OSC or by any of its subcontractors or assignees shall not be sold or released for any commercial purposes, nor shall it be sold or used for marketing purposes.
Please list how the contractor will ensure that any other entities with which it shares the protected data, if any, will comply with the data protection and security provisions of law, regulation and this contract (or list the section(s) in the contract where this information can be found)	OSC will limit internal access to PII to those individuals who need to have such access for legitimate educational purposes to enable OSC to perform its obligations under this Agreement and to support BT BOCES in its educational purposes. OSC uses no sub-contractors or third party vendors
Please list when the agreement expires and what happens to the protected data when the agreement expires (or list the section(s) in the contract where this information can be found)	All data gathered by Vendor is securely sent back to Client at the end of each testing period. Vendor uses no sub-contractors or third party vendors. Upon termination of this Agreement, any data remaining at Vendor is purged using industry "best practices".
Please list how a parent, student, or eligible student may challenge the accuracy of the protected data that is collected; if they can challenge the accuracy of the data, describe how (or list the section(s) in the contract where this information can be found)	OSC complies with the Parents' "Bill of Rights" relative to protected data, subject to the requirements of Education Law 2-d
Please list where the protected data will be stored (described in a way that protects data security), and the security protections taken to ensure such data will be protected and data security and privacy risks mitigated (or list the section(s) in the contract where this information can be found)	all student data transferred to and from Vendor is via secure SSL transfers. Vendor's network sits behind Dell SonicWALL NSA Next-Generation firewalls. The NSA provides intrusion prevention, application control, gateway anti-malware, SSL decryption and inspection and URL filtering. Only traffic that allows Vendor to conduct day-to-day operations is allowed to pass through the firewall.
Please list how the data will be protected using encryption (or list the section(s) in the contract where this information can be found)	Vendor mandates the "principle of least privilege" and "business need to know" for all types of access to operating systems, network shares, databases and applications. Privileges are reviewed when there is a change that affects personnel (hiring, firing, change of responsibility) and during major operating system upgrades. Vendor maintains a Microsoft Active Directory system allowing us to give or restrict access to resources by users on an individual or group basis. Only those users with a need to access Client's or Participant's data are given access. Vendor's Password Policy requires passwords be at least 8 characters, stored using irreversible encryption, use standard Windows complexity requirements (at

least one character from 3 of the 4 groups of lower case, upper case, numbers and symbols), the previous 24 passwords be remembered and be changed every 120 days. This policy is enforced by Active Directory.

Vendor's Account Lockout Policy threshold is 10 invalid logon attempts. Once reached the account is locked for 15 minutes. Vendor also mandates a password protected screen saver timeout that activates after 10 minutes of inactivity. This policy is enforced by Active Directory.

At no time is Client's or Participant's data moved offsite or shared with any other third party.

Section 3: Agreement and Signature

By signing below, you agree:

- The information provided in this document by the Third-Party Contractor is accurate
- To comply with the terms of Broome-Tioga BOCES Parents' Bill of Rights for Data Privacy and Security (applicable to Third-Party Contractors subject to New York Education Law § 2-d only)

Company Name Optimum Solutions Corporation

Product Name Scoring Services / EASE

Printed Name Clifford R. Johnsen
VP Education

Signature



Date February 22, 2021

Section 4: Data Privacy Rider for All Contracts Involving Protected Data Pursuant to New York State Education Law §2-C and §2-D

BOCES and the Third-Party Contractor agree as follows:

1. Definitions:
 - a. Protected Information means personally identifiable information 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;
 - b. Personally Identifiable Information (PII) means the same as defined by the regulations implementing FERPA (20 USC §1232-g);
2. Confidentiality of all Protected Information shall be maintained in accordance with State and Federal Law and the BOCES's Data Security and Privacy Policy;
3. The Parties agree that the BOCES's Parents' Bill of Rights for Data Security and Privacy are incorporated as part of this agreement, and Third-Party Contractor shall comply with its terms;
4. The Third-Party Contractor agrees to comply with New York State Education Law §2-D and its implementing regulations;
5. The Third-Party Contractor agrees that any officers or employees of the Third-Party Contractor, and its assignees who have access to Protected Information, have received or will receive training on Federal and State law governing confidentiality of such information prior to receiving access;
6. The Third-Party Contractor shall:
 - a. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - b. not use the education records for any other purposes than those explicitly authorized in its contract or written agreement. Unauthorized use specifically includes, but is not limited to, selling or disclosing personally identifiable information for marketing or commercial purposes or permitting, facilitating, or disclosing such information to another Third-Party for marketing or commercial purposes;
 - c. except for authorized representatives of the Third-Party Contractor to the extent they are carrying out the contract or written agreement, not disclose any personally identifiable information to any other party;
 - i. without the prior written consent of the parent or eligible student; or
 - ii. unless required by statute or court order and the party provides notice of the disclosure to the New York State Education Department, Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by statute or court order;
 - d. maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody;
 - e. use encryption technology to protect data while in motion or in its custody from authorized disclosure using a technology or methodology specified by the Secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(h)(2) of Public Law §111-5;
 - f. adopt technology, safeguards and practices that align with the NIST Cybersecurity Framework;
 - g. impose all the terms of this rider in writing where the Third-Party Contractor engages a subcontractor or other party to perform any of its contractual obligations which provides access to Protected Information.

Agreement and Signature

By signing below, you agree to the Terms and Conditions in this Rider:

Company Name **Optimum Solutions Corporation**

Product Name **Scoring Services / EASE**

Printed Name **Clifford R. Johnsen** Signature



Date **February 22, 2021**