


**Directions**

Below is the Third Party contact that will fill out the Part 121 questionnaire. If this is accurate, click the blue "Publish" button. If not, select the appropriate contact by clicking "Lookup" or create a new contact by clicking "Add New".

**Vendor Compliance Contacts**

Name (Full)	Email	Phone	Third Party Profile
Colin Freeburg	info@PLS3rdLearning.com		PLS 3rd Learning
Michael Horning	mhorning@pls3rdlearning.com		PLS 3rd Learning
Robert Daunce	rdaunce@pls3rdlearning.com		PLS 3rd Learning

**General Information**

<b>Third Party Profile:</b>	PLS 3rd Learning	<b>Overall Status:</b>	Approved
<b>Questionnaire ID:</b>	311056	<b>Progress Status:</b>	 100%
<b>Engagements:</b>	PLS 3rd Learning	<b>Portal Status:</b>	Vendor Submission Received
<b>Due Date:</b>	6/9/2023	<b>Submit Date:</b>	6/9/2023
		<b>History Log:</b>	<a href="#">View History Log</a>

**Review**

<b>Reviewer:</b>	CRB Archer Third Party: Risk Management Team	<b>Review Status:</b>	Approved
		<b>Review Date:</b>	6/9/2023
<b>Reviewer Comments:</b>			

**Data Privacy Agreement and NYCRR Part 121**

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.

**NYCRR - 121.3  
(b)(1):**

What is the exclusive purposes for which the student data or teacher or principal data will be used, as defined in the contract?

Contractor will use Teacher or Principal Data to which it is provided access for the exclusive purpose of providing Contractor's services as more fully described in the Agreement. Contractor agrees that it will not use the Personally Identifiable Information for any other purposes not explicitly authorized in the Agreement.

<b>NYCRR - 121.3 (b)(2):</b>	Will the organization use subcontractors? If so, how will the organization 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 section 2-d, NIST Cybersecurity Framework)?	In the event that Contractor engages any subcontractors or other authorized agents to perform its obligations under a Client agreement, it will implement policies to manage those relationships in accordance with applicable laws and will obligate its subcontractors to protect Teacher or Principal Data in all contracts with such subcontractors, including by obligating, as reasonably possible, the subcontractor to abide by all applicable data protection and security contract requirements, including but not limited to those outlined in applicable state and federal laws and regulations.
<b>NYCRR - 121.3 (b)(3):</b>	What is the duration of the contract including the contract's expected commencement and expiration date? If no contract applies, describe how to terminate the service. Describe what will happen to the student data or teacher or principal data upon expiration. (e.g., whether, when and in what format it will be returned to the educational agency, and/or whether, when and how the data will be securely destroyed and how all copies of the data that may have been provided to 3rd parties will be securely destroyed)	<p>The term of the agreement shall commence on the date of the execution and shall end on June 30, 2024.</p> <p>Upon request by Education Agency, Contractor will implement procedures for the return and/or transition of Education Agency data at such time that the Client agreement is terminated or expires.</p> <p>Contractor will securely remove Education Agency's data from Contractor's services at such time that the Client agreement is terminated or expires. Encrypted backups that may contain Education Agency's data will be destroyed over time consistent with Contractor's data lifecycle policies.</p>
<b>NYCRR - 121.3 (b)(4):</b>	How can a parent, student, eligible student, teacher or principal challenge the accuracy of the student data or teacher or principal data that is collected?	Parents, teachers or principals who seek to challenge the accuracy of Personally Identifiable Information will do so by contacting the Education Agency. If a correction to data is deemed necessary, the Education Agency will notify Contractor. Contractor agrees to facilitate such corrections within 21 days of receiving the Education Agency's written request.
<b>NYCRR - 121.3 (b)(5):</b>	Describe where the student data or teacher or principal data will be stored, described in such a manner as to protect data security, and the security protections taken to ensure such data will be protected and data security and privacy risks mitigated.	Any Personally Identifiable Information Contractor receive by a subcontractor under the direct control of Contractor. The measures that Contractor will take to protect of technologies, safeguards and practices that align with
<b>NYCRR - 121.3 (b)(6):</b>	Please describe how and where encryption is leveraged to protect sensitive data at rest and while in motion. Please confirm that all encryption algorithms are FIPS 140-2 compliant.	Contractor will encrypt all data in motion and at rest using FIPS-140-2 compliant algorithms and methodology in accordance with 2-d.
<b>NYCRR - 121.6 (a):</b>	Please submit the organization's data security and privacy plan that is accepted by the educational agency.	PLS External Data Security and Privacy Plan.pdf

**NYCRR - 121.6  
(a)(1):**

Describe how the organization will implement all State, Federal, and local data security and privacy contract requirements over the life of the contract, consistent with the educational agency's data security and privacy policy.

In order to implement all relevant state, federal, and applicable data security and privacy contract requirements over the life of an Agreement, consistent with the Educational Agency's data security and privacy policy, Contractor will:

- i. Follow internal policies and procedures compliant with (i) applicable state, federal, and local data security and privacy requirements, including Section 2-d, and (ii) the Educational Agency's data security and privacy policy;
- ii. Follow commercially reasonable administrative, technical, operational, and physical safeguards and practices to protect the security of Teacher or Principal Data in accordance with relevant law;
- iii. Follow policies compliant with the Educational Agency's Parents' Bill of Rights, to be attached as exhibit(s) to the Agreement;
- iv. Use the Teacher or Principal Data only for the purpose authorized in the Agreement;
- v. Annually train its officers and employees who have access to Teacher or Principal Data on relevant federal and state laws governing confidentiality of Teacher or Principal Data; and
- vi. In the event any subcontractors are engaged in relation to the Agreement, manage relationships with sub-contractors to contract with sub-contractors to protect the security of Teacher or Principal Data in accordance with relevant law.

**NYCRR - 121.6  
(a)(2):**

Specify the administrative, operational and technical safeguards and practices it has in place to protect personally identifiable information that it will receive under the engagement. If you use 3rd party assessments, please indicate what type of assessments are performed.

To protect Teacher or Principal Data that Contractor receives, Contractor will follow policies that include the following administrative, operational, and technical safeguards:

- i. Contractor will identify reasonably foreseeable internal and external risks relevant to its administrative, technical, operational, and physical safeguards;
- ii. Contractor will assess the sufficiency of safeguards in place to address the identified risks; Contractor will adjust its security program in light of business changes or new circumstances;
- iii. Contractor will regularly test and monitor the effectiveness of key controls, systems, and procedures; and
- iv. Contractor will protect against the unauthorized access to or use of Teacher or Principal Data.

**NYCRR - 121.6  
(a)(4):**

Specify how officers or employees of the organization and its assignees who have access to student data, or teacher or principal data receive or will receive training of the Federal and State laws governing confidentiality of such data prior to receiving access.

Officers or employees of Contractor who have access to Teacher or Principal Data receive or will receive training annually on the federal and state laws governing confidentiality of such data prior to receiving access.

<p><b>NYCRR - 121.6 (a)(5):</b></p>	<p>Specify if the organization will utilize sub-contractors and how it will manage those relationships and contracts to ensure personally identifiable information is protected.</p>	<p>In the event that Contractor engages any subcontractors or other authorized agents to perform its obligations under a Client agreement, it will implement policies to manage those relationships in accordance with applicable laws and will obligate its subcontractors to protect Teacher or Principal Data in all contracts with such subcontractors, including by obligating, as reasonably possible, the subcontractor to abide by all applicable data protection and security contract requirements, including but not limited to those outlined in applicable state and federal laws and regulations.</p>
<p><b>NYCRR - 121.6 (a)(6):</b></p>	<p>Specify how the organization will manage data security and privacy incidents that implicate personally identifiable information including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the educational agency.</p>	<p>Contractor will manage data security and privacy incidents that implicate Teacher or Principal Data, including identifying breaches and unauthorized disclosures, by following an incident response policy for identifying and responding to incidents, breaches, and unauthorized disclosures. Contractor will notify Client of any breaches or unauthorized disclosures of Teacher or Principal Data promptly but in no event more than seven (7) days after Contractor has discovered or been informed of the breach or unauthorized release.</p>
<p><b>NYCRR - 121.6 (a)(7):</b></p>	<p>Describe whether, how and when data will be returned to the educational agency, transitioned to a successor contractor, at the educational agency's option and direction, deleted or destroyed by the third-party contractor when the contract is terminated or expires. Vendor will be required to complete a Data Destruction Affidavit upon termination of the engagement.</p>	<p>Contractor has the ability to securely remove Education Agency's data from Contractor's services at such time that the Client agreement is terminated or expires. Encrypted backups that may contain Education Agency's data will be destroyed over time consistent with Contractor's data lifecycle policies.</p>
<p><b>NYCRR - 121.9 (a)(1):</b></p>	<p>Is your organization compliant with the <a href="#">NIST Cyber Security Framework</a>?</p>	<p>Yes</p>
<p><b>NYCRR - 121.9 (a)(2):</b></p>	<p>Describe how the organization will comply with the data security and privacy policy of the educational agency with whom it contracts; Education Law section 2-d; and this Part.</p>	<p>Contractor recognizes the need to maintain safeguards when processing Teacher or Principal Data in connection with provision of the Contractor's services. It is the goal of Contractor to work to protect information in accordance with applicable laws, including but not limited to laws such as the New York State Section 2-d Education Law, and Contractor policies.</p>
<p><b>NYCRR - 121.9 (a)(3):</b></p>	<p>Describe how the organization will limit internal access to personally identifiable information to only those employees or sub-contractors that need authorized access to provide services.</p>	<p>Contractor will use role-based access control (RBAC) to limit access to Personally Identifiable Information. Contractor will provide access to Personally Identifiable Information to only those employees or subcontractors who require access to the Personally Identifiable Information in connection with provision of the Contractor's services. The disclosure of Personally Identifiable Information will be limited to the extent necessary to provide such Services.</p>
<p><b>NYCRR - 121.9 (a)(4):</b></p>	<p>Describe how the organization will control access to the protected data and not use the personally identifiable information for any purpose not explicitly authorized in its contract. (e.g. Role Based Access, Continuous System Log Monitoring/Auditing)</p>	<p>Contractor utilizes role-based access control (RBAC) mechanisms to restrict unauthorized data access within Contractor's systems and applications.</p>

<b>NYCRR - 121.9 (a)(5):</b>	Describe how the organization will not disclose any personally identifiable information to any other party without the prior written consent of the parent or eligible student: (i)except for authorized representatives of the third-party contractor such as a subcontractor or assignee to the extent they are carrying out the contract and in compliance with State and Federal law, regulations and its contract with the educational agency; or (ii)unless required by statute or court order and the third-party contractor provides a notice of disclosure to the department, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of disclosure is expressly prohibited by the statute or court order.	Contractor will use the Personally Identifiable Information to which it is provided access for the exclusive purpose of providing Contractor's services as more fully described in the Agreement. Contractor agrees that it will not use the Personally Identifiable Information for any other purposes not explicitly authorized in the Agreement.
<b>NYCRR - 121.9 (a)(6):</b>	Describe how the organization will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody.	In order to implement all relevant state, federal, and applicable data security and privacy contract requirements over the life of an Agreement, consistent with the Educational Agency's data security and privacy policy, Contractor will: <ul style="list-style-type: none"> <li>i. Follow internal policies and procedures compliant with (i) applicable state, federal, and local data security and privacy requirements, including Section 2-d, and (ii) the Educational Agency's data security and privacy policy;</li> <li>ii. Follow commercially reasonable administrative, technical, operational, and physical safeguards and practices to protect the security of Teacher or Principal Data in accordance with relevant law;</li> <li>iii. Follow policies compliant with the Educational Agency's Parents' Bill of Rights, to be attached as exhibit(s) to the Agreement;</li> <li>iv. Use the Teacher or Principal Data only for the purpose authorized in the Agreement;</li> <li>v. Annually train its officers and employees who have access to Teacher or Principal Data on relevant federal and state laws governing confidentiality of Teacher or Principal Data; and</li> <li>vi. In the event any subcontractors are engaged in relation to the Agreement, manage relationships with sub-contractors to contract with sub-contractors to protect the security of Teacher or Principal Data in accordance with relevant law.</li> </ul>
<b>NYCRR - 121.9 (a)(7):</b>	Describe how the organization will use encryption to protect personally identifiable information in its custody while in motion or at rest.	Contractor will encrypt all data in motion and at rest using FIPS-140-2 compliant algorithms and methodology in accordance with 2-d.
<b>NYCRR - 121.9 (a)(8):</b>	Affirmatively state that the organization shall not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or permit another party to do so.	Affirm
<b>NYCRR - 121.9 (a)(b):</b>	Describe how the organization will supervise its subcontractors to ensure that as subcontractors perform its contractual obligations, the subcontractor will conform with obligations imposed on the third-party contractor by State and Federal law to keep protected data secure.	In the event that Contractor engages any subcontractors or other authorized agents to perform its obligations under a Client agreement, it will implement policies to manage those relationships in accordance with applicable laws and will obligate its subcontractors to protect Teacher or Principal Data in all contracts with such subcontractors, including by obligating, as reasonably possible, the subcontractor to abide by all applicable data protection and security contract requirements, including but not limited to those outlined in applicable state and federal laws and regulations.

<b>NYCRR - 121.10 (a):</b>	Describe how the organization shall promptly notify each educational agency with which it has a contract of any breach or unauthorized release of personally identifiable information in the most expedient way possible and without unreasonable delay but no more than seven calendar days after the discovery of such breach.	Contractor will manage data security and privacy incidents that implicate Teacher or Principal Data, including identifying breaches and unauthorized disclosures, by following an incident response policy for identifying and responding to incidents, breaches, and unauthorized disclosures. Contractor will notify Client of any breaches or unauthorized disclosures of Teacher or Principal Data promptly but in no event more than seven (7) days after Contractor has discovered or been informed of the breach or unauthorized release.
<b>NYCRR - 121.10 (f):</b>	Affirmatively state that where a breach or unauthorized release is attributed to the organization, the organization shall pay for or promptly reimburse the educational agency for the full cost of such notification.	Affirm
<b>NYCRR - 121.10 (f.2):</b>	Please identify the name of your insurance carrier and the amount of your policy coverage.	
<b>NYCRR - 121.10 (c):</b>	Affirmatively state that the organization will cooperate with educational agencies and law enforcement to protect the integrity of investigations into the breach or unauthorized release of personally identifiable information.	Affirm
<b>Acceptable Use Policy Agreement:</b>	Do you agree with the Capital Region BOCES <a href="#">Acceptable Use Policy</a> ? (Click here: <a href="http://go.boarddocs.com/ny/crboces/Board.nsf/goto?open&amp;id=B U4QYA6B81BF">http://go.boarddocs.com/ny/crboces/Board.nsf/goto?open&amp;id=B U4QYA6B81BF</a> )	I Agree
<b>Privacy Policy Agreement:</b>	Do you agree with the Capital Region BOCES <a href="#">Privacy Policy</a> ? (Click here: <a href="http://go.boarddocs.com/ny/crboces/Board.nsf/goto?open&amp;id=B WZSQ273BA12">http://go.boarddocs.com/ny/crboces/Board.nsf/goto?open&amp;id=B WZSQ273BA12</a> )	I Agree
<b>Parent Bill of Rights:</b>	Please upload a signed copy of the Capital Region BOCES Parent Bill of Rights. A copy of the Bill of Rights can be found here: <a href="https://www.capitalregionboces.org/wp-content/uploads/2021/03/CRB_Parents_Bill_Of_Rights_-_Vendors.pdf">https://www.capitalregionboces.org/wp-content/uploads/2021/03/CRB_Parents_Bill_Of_Rights_-_Vendors.pdf</a>	CRB_Parents_Bill_Of_Rights_-PLS_3rd_Learning.pdf
<b>DPA Affirmation:</b>	By submitting responses to this Data Privacy Agreement the Contractor agrees to be bound by the terms of this data privacy agreement.	I Agree

### Attachments

Name	Size	Type	Upload Date	Downloads
No Records Found				

### Comments

Question Name	Submitter	Date	Comment	Attachment
No Records Found				

## Vendor Portal Details

<b>Contact Name:</b>	The Risk Mitigation & Compliance Office	<b>Publish Date:</b>	
<b>Required Portal Fields Populated:</b>	Yes	<b>Contact Email Address:</b>	crbcontractsoffice@neric.org
<b>About NYCRR Part 121:</b>	<p>In order for a vendor to engage with a New York State Educational Agency, the vendor must provide information required by the New York State Commissioner's Regulations Part 121 (NYCRR Part 121) and the National Institute of Standards and Technology Cyber Security Framework. If deemed appropriate, the responses you provide will be used as part of the data privacy agreement between the vendor and the Albany-Schoharie-Schenectady-Saratoga BOCES. This Data Privacy Agreement ("DPA") is by and between the Albany-Schoharie-Schenectady-Saratoga BOCES ("EA"), an Educational Agency, and PLS 3rd Learning ("CONTRACTOR"), collectively, the "Parties". 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.</p>	<b>Requesting Company:</b>	Capital Region BOCES
<b>Created By:</b>		<b>Third Party Name:</b>	PLS 3rd Learning
		<b>Name:</b>	PLS 3rd Learning-311056