



# Hawthorne Foundation Inc.

A Behavioral Approach to Lifelong Care<sup>®</sup>

5 Bradhurst Avenue Hawthorne, New York 10532

914-592-8526 · Fax: 914-592-5321

www.hawthornefoundation.org

## EDUCATION LAW 2-D AND PART 121 VENDOR SUPPLEMENTAL INFORMATION

<b>CONTRACTOR/VENDOR</b>	Boom Learning
<b>PRODUCT NAME</b>	Boom Learning
<b>PURPOSE</b>	The exclusive purpose for which Vendor is being provided access to Protected Information is to provide the following service(s) that are the subject of this Contract with HFI: Online academic programming
<b>SUBCONTRACTOR</b>	Vendor represents that it will only share Protected Information with subcontractors if those subcontractors are contractually bound to observe the same obligations to maintain the privacy and security of Protected Information as are required of Vendor under this Contract and all applicable NYS and federal laws.
<b>CONTRACT DURATION AND DATA DESTRUCTION</b>	This agreement expires 6/30/22. Upon expiration of this Contract without a successor agreement in place, Vendor shall assist HFI in exporting all Protected Information previously received from, or then owned by, HFI. Upon expiration of this Contract with a successor agreement in place, Vendor will cooperate with HFI as necessary to transition protected data to the successor vendor prior to deletion. Vendor shall thereafter securely delete and overwrite any and all Protected Information remaining in the possession of Vendor or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies of shared data) as well as any and all Protected Information maintained on behalf of Vendor in secure data center facilities. Vendor shall ensure that no copy, summary or extract of the Protected Information or any related work papers are retained on any storage medium whatsoever by Vendor, its subcontractors or assignees, or the aforementioned secure data center facilities.
<b>DATA ACCURACY</b>	In the event that a parent, student, or eligible student wishes to challenge the accuracy of Protected Information that qualifies as student data for purposes of Education Law Section 2-d, that challenge shall be processed through the procedures provided by HFI for amendment of education records under the Family Education Rights and Privacy Act.
<b>SECURITY PRACTICES</b>	The data is stored in the continental United States (CONUS) or Canada. Vendor will maintain administrative, technical, and physical safeguards that equal industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection, and that align with the NIST Cybersecurity Framework 1.0. Vendor will use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the US. Department of HHS in guidance issued under P.L. 111-5, Section 13402(H)(2).



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## EDUCATION LAW 2-D AND PART 121 VENDOR SUPPLEMENTAL INFORMATION

<b>CONTRACTOR/VENDOR</b>	Frontline
<b>PRODUCT NAME</b>	IEP Direct
<b>PURPOSE</b>	The exclusive purpose for which Vendor is being provided access to Protected Information is to provide the following service(s) that are the subject of this Contract with HFI: IEP compliance, reporting, and documentation
<b>SUBCONTRACTOR</b>	Vendor represents that it will only share Protected Information with subcontractors if those subcontractors are contractually bound to observe the same obligations to maintain the privacy and security of Protected Information as are required of Vendor under this Contract and all applicable NYS and federal laws.
<b>CONTRACT DURATION AND DATA DESTRUCTION</b>	This agreement expires 6/30/22. Upon expiration of this Contract without a successor agreement in place, Vendor shall assist HFI in exporting all Protected Information previously received from, or then owned by, HFI. Upon expiration of this Contract with a successor agreement in place, Vendor will cooperate with HFI as necessary to transition protected data to the successor vendor prior to deletion. Vendor shall thereafter securely delete and overwrite any and all Protected Information remaining in the possession of Vendor or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies of shared data) as well as any and all Protected Information maintained on behalf of Vendor in secure data center facilities. Vendor shall ensure that no copy, summary or extract of the Protected Information or any related work papers are retained on any storage medium whatsoever by Vendor, its subcontractors or assignees, or the aforementioned secure data center facilities.
<b>DATA ACCURACY</b>	In the event that a parent, student, or eligible student wishes to challenge the accuracy of Protected Information that qualifies as student data for purposes of Education Law Section 2-d, that challenge shall be processed through the procedures provided by HFI for amendment of education records under the Family Education Rights and Privacy Act.
<b>SECURITY PRACTICES</b>	The data is stored in the continental United States (CONUS) or Canada. Vendor will maintain administrative, technical, and physical safeguards that equal industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection, and that align with the NIST Cybersecurity Framework 1.0. Vendor will use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the US. Department of HHS in guidance issued under P.L. 111-5, Section 13402(H)(2).



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## EDUCATION LAW 2-D AND PART 121 VENDOR SUPPLEMENTAL INFORMATION

<b>CONTRACTOR/VENDOR</b>	FundEZ
<b>PRODUCT NAME</b>	FundEZ
<b>PURPOSE</b>	The exclusive purpose for which Vendor is being provided access to Protected Information is to provide the following service(s) that are the subject of this Contract with HFI: Service Billing
<b>SUBCONTRACTOR</b>	Vendor represents that it will only share Protected Information with subcontractors if those subcontractors are contractually bound to observe the same obligations to maintain the privacy and security of Protected Information as are required of Vendor under this Contract and all applicable NYS and federal laws.
<b>CONTRACT DURATION AND DATA DESTRUCTION</b>	This agreement expires 7/31/2022. Upon expiration of this Contract without a successor agreement in place, Vendor shall assist HFI in exporting all Protected Information previously received from, or then owned by, HFI. Upon expiration of this Contract with a successor agreement in place, Vendor will cooperate with HFI as necessary to transition protected data to the successor vendor prior to deletion. Vendor shall thereafter securely delete and overwrite any and all Protected Information remaining in the possession of Vendor or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies of shared data) as well as any and all Protected Information maintained on behalf of Vendor in secure data center facilities. Vendor shall ensure that no copy, summary or extract of the Protected Information or any related work papers are retained on any storage medium whatsoever by Vendor, its subcontractors or assignees, or the aforementioned secure data center facilities.
<b>DATA ACCURACY</b>	In the event that a parent, student, or eligible student wishes to challenge the accuracy of Protected Information that qualifies as student data for purposes of Education Law Section 2-d, that challenge shall be processed through the procedures provided by HFI for amendment of education records under the Family Education Rights and Privacy Act.
<b>SECURITY PRACTICES</b>	The data is stored in the continental United States (CONUS) or Canada. Vendor will maintain administrative, technical, and physical safeguards that equal industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection, and that align with the NIST Cybersecurity Framework 1.0. Vendor will use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the US. Department of HHS in guidance issued under P.L. 111-5, Section 13402(H)(2).



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## EDUCATION LAW 2-D AND PART 121 VENDOR SUPPLEMENTAL INFORMATION

<b>CONTRACTOR/VENDOR</b>	IXL Learning
<b>PRODUCT NAME</b>	IXL Learning
<b>PURPOSE</b>	The exclusive purpose for which Vendor is being provided access to Protected Information is to provide the following service(s) that are the subject of this Contract with HFI: Online academic programming
<b>SUBCONTRACTOR</b>	Vendor represents that it will only share Protected Information with subcontractors if those subcontractors are contractually bound to observe the same obligations to maintain the privacy and security of Protected Information as are required of Vendor under this Contract and all applicable NYS and federal laws.
<b>CONTRACT DURATION AND DATA DESTRUCTION</b>	This agreement expires 9/11/2022. Upon expiration of this Contract without a successor agreement in place, Vendor shall assist HFI in exporting all Protected Information previously received from, or then owned by, HFI. Upon expiration of this Contract with a successor agreement in place, Vendor will cooperate with HFI as necessary to transition protected data to the successor vendor prior to deletion. Vendor shall thereafter securely delete and overwrite any and all Protected Information remaining in the possession of Vendor or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies of shared data) as well as any and all Protected Information maintained on behalf of Vendor in secure data center facilities. Vendor shall ensure that no copy, summary or extract of the Protected Information or any related work papers are retained on any storage medium whatsoever by Vendor, its subcontractors or assignees, or the aforementioned secure data center facilities.
<b>DATA ACCURACY</b>	In the event that a parent, student, or eligible student wishes to challenge the accuracy of Protected Information that qualifies as student data for purposes of Education Law Section 2-d, that challenge shall be processed through the procedures provided by HFI for amendment of education records under the Family Education Rights and Privacy Act.
<b>SECURITY PRACTICES</b>	The data is stored in the continental United States (CONUS) or Canada. Vendor will maintain administrative, technical, and physical safeguards that equal industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection, and that align with the NIST Cybersecurity Framework 1.0. Vendor will use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the US. Department of HHS in guidance issued under P.L. 111-5, Section 13402(H)(2).



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## EDUCATION LAW 2-D AND PART 121 VENDOR SUPPLEMENTAL INFORMATION

<b>CONTRACTOR/VENDOR</b>	Net Connect
<b>PRODUCT NAME</b>	N/A
<b>PURPOSE</b>	The exclusive purpose for which Vendor is being provided access to Protected Information is to provide the following service(s) that are the subject of this Contract with HFI: IT Services
<b>SUBCONTRACTOR</b>	Vendor represents that it will only share Protected Information with subcontractors if those subcontractors are contractually bound to observe the same obligations to maintain the privacy and security of Protected Information as are required of Vendor under this Contract and all applicable NYS and federal laws.
<b>CONTRACT DURATION AND DATA DESTRUCTION</b>	This agreement expires: ongoing contract. Upon expiration of this Contract without a successor agreement in place, Vendor shall assist HFI in exporting all Protected Information previously received from, or then owned by, HFI. Upon expiration of this Contract with a successor agreement in place, Vendor will cooperate with HFI as necessary to transition protected data to the successor vendor prior to deletion. Vendor shall thereafter securely delete and overwrite any and all Protected Information remaining in the possession of Vendor or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies of shared data) as well as any and all Protected Information maintained on behalf of Vendor in secure data center facilities. Vendor shall ensure that no copy, summary or extract of the Protected Information or any related work papers are retained on any storage medium whatsoever by Vendor, its subcontractors or assignees, or the aforementioned secure data center facilities.
<b>DATA ACCURACY</b>	In the event that a parent, student, or eligible student wishes to challenge the accuracy of Protected Information that qualifies as student data for purposes of Education Law Section 2-d, that challenge shall be processed through the procedures provided by HFI for amendment of education records under the Family Education Rights and Privacy Act.
<b>SECURITY PRACTICES</b>	The data is stored in the continental United States (CONUS) or Canada. Vendor will maintain administrative, technical, and physical safeguards that equal industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection, and that align with the NIST Cybersecurity Framework 1.0. Vendor will use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the US. Department of HHS in guidance issued under P.L. 111-5, Section 13402(H)(2).



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## EDUCATION LAW 2-D AND PART 121 VENDOR SUPPLEMENTAL INFORMATION

<b>CONTRACTOR/VENDOR</b>	Relias
<b>PRODUCT NAME</b>	Relias
<b>PURPOSE</b>	The exclusive purpose for which Vendor is being provided access to Protected Information is to provide the following service(s) that are the subject of this Contract with HFI: Online Staff Training
<b>SUBCONTRACTOR</b>	Vendor represents that it will only share Protected Information with subcontractors if those subcontractors are contractually bound to observe the same obligations to maintain the privacy and security of Protected Information as are required of Vendor under this Contract and all applicable NYS and federal laws.
<b>CONTRACT DURATION AND DATA DESTRUCTION</b>	This agreement expires: ongoing contract. Upon expiration of this Contract without a successor agreement in place, Vendor shall assist HFI in exporting all Protected Information previously received from, or then owned by, HFI. Upon expiration of this Contract with a successor agreement in place, Vendor will cooperate with HFI as necessary to transition protected data to the successor vendor prior to deletion. Vendor shall thereafter securely delete and overwrite any and all Protected Information remaining in the possession of Vendor or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies of shared data) as well as any and all Protected Information maintained on behalf of Vendor in secure data center facilities. Vendor shall ensure that no copy, summary or extract of the Protected Information or any related work papers are retained on any storage medium whatsoever by Vendor, its subcontractors or assignees, or the aforementioned secure data center facilities.
<b>DATA ACCURACY</b>	In the event that a parent, student, or eligible student wishes to challenge the accuracy of Protected Information that qualifies as student data for purposes of Education Law Section 2-d, that challenge shall be processed through the procedures provided by HFI for amendment of education records under the Family Education Rights and Privacy Act.
<b>SECURITY PRACTICES</b>	The data is stored in the continental United States (CONUS) or Canada. Vendor will maintain administrative, technical, and physical safeguards that equal industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection, and that align with the NIST Cybersecurity Framework 1.0. Vendor will use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the US. Department of HHS in guidance issued under P.L. 111-5, Section 13402(H)(2).



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## EDUCATION LAW 2-D AND PART 121 VENDOR SUPPLEMENTAL INFORMATION

<b>CONTRACTOR/VENDOR</b>	Seesaw
<b>PRODUCT NAME</b>	Seesaw
<b>PURPOSE</b>	The exclusive purpose for which Vendor is being provided access to Protected Information is to provide the following service(s) that are the subject of this Contract with HFI: Online Academic Programming and Documentation
<b>SUBCONTRACTOR</b>	Vendor represents that it will only share Protected Information with subcontractors if those subcontractors are contractually bound to observe the same obligations to maintain the privacy and security of Protected Information as are required of Vendor under this Contract and all applicable NYS and federal laws.
<b>CONTRACT DURATION AND DATA DESTRUCTION</b>	This agreement expires: 4/30/22. Upon expiration of this Contract without a successor agreement in place, Vendor shall assist HFI in exporting all Protected Information previously received from, or then owned by, HFI. Upon expiration of this Contract with a successor agreement in place, Vendor will cooperate with HFI as necessary to transition protected data to the successor vendor prior to deletion. Vendor shall thereafter securely delete and overwrite any and all Protected Information remaining in the possession of Vendor or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies of shared data) as well as any and all Protected Information maintained on behalf of Vendor in secure data center facilities. Vendor shall ensure that no copy, summary or extract of the Protected Information or any related work papers are retained on any storage medium whatsoever by Vendor, its subcontractors or assignees, or the aforementioned secure data center facilities.
<b>DATA ACCURACY</b>	In the event that a parent, student, or eligible student wishes to challenge the accuracy of Protected Information that qualifies as student data for purposes of Education Law Section 2-d, that challenge shall be processed through the procedures provided by HFI for amendment of education records under the Family Education Rights and Privacy Act.
<b>SECURITY PRACTICES</b>	The data is stored in the continental United States (CONUS) or Canada. Vendor will maintain administrative, technical, and physical safeguards that equal industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection, and that align with the NIST Cybersecurity Framework 1.0. Vendor will use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the US. Department of HHS in guidance issued under P.L. 111-5, Section 13402(H)(2).



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## EDUCATION LAW 2-D AND PART 121 VENDOR SUPPLEMENTAL INFORMATION

<b>CONTRACTOR/VENDOR</b>	Therap
<b>PRODUCT NAME</b>	Therap
<b>PURPOSE</b>	The exclusive purpose for which Vendor is being provided access to Protected Information is to provide the following service(s) that are the subject of this Contract with HFI: Program Documentation and Data Collection
<b>SUBCONTRACTOR</b>	Vendor represents that it will only share Protected Information with subcontractors if those subcontractors are contractually bound to observe the same obligations to maintain the privacy and security of Protected Information as are required of Vendor under this Contract and all applicable NYS and federal laws.
<b>CONTRACT DURATION AND DATA DESTRUCTION</b>	This agreement expires: 9/5/22. Upon expiration of this Contract without a successor agreement in place, Vendor shall assist HFI in exporting all Protected Information previously received from, or then owned by, HFI. Upon expiration of this Contract with a successor agreement in place, Vendor will cooperate with HFI as necessary to transition protected data to the successor vendor prior to deletion. Vendor shall thereafter securely delete and overwrite any and all Protected Information remaining in the possession of Vendor or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies of shared data) as well as any and all Protected Information maintained on behalf of Vendor in secure data center facilities. Vendor shall ensure that no copy, summary or extract of the Protected Information or any related work papers are retained on any storage medium whatsoever by Vendor, its subcontractors or assignees, or the aforementioned secure data center facilities.
<b>DATA ACCURACY</b>	In the event that a parent, student, or eligible student wishes to challenge the accuracy of Protected Information that qualifies as student data for purposes of Education Law Section 2-d, that challenge shall be processed through the procedures provided by HFI for amendment of education records under the Family Education Rights and Privacy Act.
<b>SECURITY PRACTICES</b>	The data is stored in the continental United States (CONUS) or Canada. Vendor will maintain administrative, technical, and physical safeguards that equal industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection, and that align with the NIST Cybersecurity Framework 1.0. Vendor will use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the US. Department of HHS in guidance issued under P.L. 111-5, Section 13402(H)(2).