



Hawthorne Foundation Inc.

A Behavioral Approach to Lifelong Care[®]

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

CONTRACTOR/VENDOR	Boom Learning
PRODUCT NAME	Boom Learning
PURPOSE	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
SUBCONTRACTOR	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.
CONTRACT DURATION AND DATA DESTRUCTION	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.
DATA ACCURACY	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.
SECURITY PRACTICES	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

CONTRACTOR/VENDOR	Frontline
PRODUCT NAME	IEP Direct
PURPOSE	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
SUBCONTRACTOR	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.
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EDUCATION LAW 2-D AND PART 121 VENDOR SUPPLEMENTAL INFORMATION

CONTRACTOR/VENDOR	FundEZ
PRODUCT NAME	FundEZ
PURPOSE	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
SUBCONTRACTOR	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.
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EDUCATION LAW 2-D AND PART 121 VENDOR SUPPLEMENTAL INFORMATION

CONTRACTOR/VENDOR	IXL Learning
PRODUCT NAME	IXL Learning
PURPOSE	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
SUBCONTRACTOR	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.
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CONTRACTOR/VENDOR	Net Connect
PRODUCT NAME	N/A
PURPOSE	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
SUBCONTRACTOR	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.
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CONTRACTOR/VENDOR	Relias
PRODUCT NAME	Relias
PURPOSE	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
SUBCONTRACTOR	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.
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CONTRACTOR/VENDOR	Therap
PRODUCT NAME	Therap
PURPOSE	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
SUBCONTRACTOR	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.
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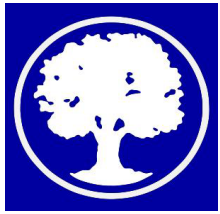
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CONTRACTOR/VENDOR	CentralReach
PRODUCT NAME	LiftEd
PURPOSE	The exclusive purpose for which Vendor is being provided access to Protected Information is to provide the following service(s) that are the subject of this Contract with HFI: Online academic programming
SUBCONTRACTOR	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.
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CONTRACTOR/VENDOR	Everway
PRODUCT NAME	Unique Learning System/News2U
PURPOSE	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
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