

Vendor Questionnaire (Data Privacy Agreement): 278801
 Created Date: 11/9/2021 8:41 AM Last Updated: 11/18/2021 8:05 AM

Directions

Below is the Third Party contact that will fill out the Part 121//DPA 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
Ted Levine	tlevine@kidsdiscover.com		Kids Discover LLC

General Information

Third Party Profile:	Kids Discover LLC	Overall Status:	Approved
Questionnaire ID:	278801	Progress Status:	<div><div></div>100%</div>
Engagements:	Kids Discover LLC (DREAM) 22-23	Portal Status:	Vendor Submission Received
Due Date:	11/24/2021	Submit Date:	11/17/2021
		History Log:	View History Log

Review

Reviewer:	CRB Archer Third Party: Risk Management Team	Review Status:	Approved
		Review Date:	11/18/2021

Reviewer Comments:

Unlock Questions for Updates?: Assessment questions are set to read-only by default as the assessment should be completed by a vendor through the vendor portal. Do you need to unlock the questionnaire to manually make an update to the submitted questions? This field should be reset to null after the update is made, prior to existing the record.

Data Privacy Agreement and NYCRR Part 121

As used in this DPA, the following terms shall have the following meanings:

- 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.
- 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.
- 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.
- 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.
- 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.
- Eligible Student:** A student who is eighteen years of age or older.
- 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.
- NIST Cybersecurity Framework:** The U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1.
- Parent:** A parent, legal guardian or person in parental relation to the Student.
- 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?	Kids Discover Online collects a minimal amount of student data, teacher data, and principal data. In some instances, Kids Discover Online may not collect any Personally Identifiable Information in order to provide its full suite of services to School Districts and Educational Agencies, particularly when services are delivered to school library systems. Any and all PII that is collected is done so to provide individualized access to Kids Discover Online, including login authentication, personalized assessments, and individual reading lists.
NYCRR - 121.3(b)(2):	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)?	Kids Discover does utilize sub-contractors to assist with the company's operations, including IT support. Access to any and all student data or teacher or principal data is limited to authorized Kids Discover personnel, and requires company-issued credentials that are updated every 3 months. The number of Kids Discover personnel with authorization is limited to only those individuals that have received proper training, and fully understand their roles and responsibilities. All authorized personnel have received training from IT professionals and senior executives at Kids Discover. Authorized personnel in charge of the development, management, maintenance, and overall support of critical systems, software, and hardware that stores such data are IT professionals with graduate degrees and extensive training in IT and Cybersecurity Operations. With that, the only PII data fields that subcontractors have access to are first name, last name, and email address.
NYCRR - 121.3(b)(3):	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)	This contract is from July 1, 2022 through June 30, 2023. If the School, District, or Educational Agency does not renew the contract, any Student or Teacher PII being stored by Kids Discover will be deleted from Kids Discover's databases upon expiration/termination of that contract.
NYCRR - 121.3(b)(4):	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?	Any parent, student, eligible student, teacher, principal, or any other authorized stakeholder may challenge Kids Discover Online's data by emailing questions@kidsdiscover.com and requesting a change and/or explanation of said data. This would only apply to the following data fields: First Name, Last Name, Email Address, Username, School Name, and School Address.
NYCRR - 121.3(b)(5):	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.	Student data or teacher or principal data that is collected by Kids Discover Online is stored in a cloud managed, enterprise grade Microsoft Azure SQL Server Database. The database utilizes the SHA1 hashing algorithm, with a hash sequence of

		<p>160 bits in length. • Data is automatically backed up every 24 hours. • Database capacity is 250GB, more than double the capacity needed to effectively store and run its contents. • Kids Discover Online utilizes three different development environments, including a local environment, staged environment, and production environment for both the database and general code base of the platform. This ensures that any testing, enhancements, bug fixes, data handling and/or data conversions are executed in two different test environments before being executed in a production environment (with live data). • Data that has been dormant for 12 months is automatically deleted from the database. • Data can be deleted within 24 to 48 hours by written request from any School, School District, Educational Agency, or Customer. • Data can be provided and delivered to any School, School District, Educational Agency, or Customer within 24 to 48 hours by written request. • Kids Discover Online's database is virtually managed. Updates and upgrades are performed through Kids Discover's Microsoft Azure account, utilizing Microsoft Azure's market leading infrastructure and resources.</p>
NYCRR - 121.3(b)(6):	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.	<p>Student data or teacher or principal data that is collected by Kids Discover Online is stored in a cloud managed, enterprise grade Microsoft Azure SQL Server Database. The database utilizes the SHA1 hashing algorithm, with a hash sequence of 160 bits in length.</p>
NYCRR - 121.6(a):	Please submit the organization's data security and privacy plan that is accepted by the educational agency.	<p>Data_Security_Privacy_Plan_KidsDiscover_20210701.pdf</p>
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.	<p>Training on Federal and State privacy laws is conducted whenever an officer joins Kids Discover, ahead of their authorization to access and/or manage Student and Teacher PII. All authorized personnel have received training from IT professionals and senior executives at Kids Discover. Authorized personnel in charge of the development, management, maintenance, and overall support of critical systems, software, and hardware that stores such data are IT professionals with graduate degrees and extensive training in IT and Cybersecurity Operations. By addressing and enforcing the management of these internal policies, safeguards, and personnel, Kids Discover is able to ensure that it will be in full compliance with 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.</p>
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.	<p>Kids Discover's Data Security and Privacy Policy outlines the various administrative, technical and physical safeguards it employs in order to protect the security, confidentiality and integrity of personally identifiable information in its custody. This includes our practices of data collection and</p> <p>protection, systems monitoring and detection, response and recovery in the event of any anomalous activity, and the like. Kids Discover does not use any 3rd party assessments.</p>
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.	<p>Kids Discover officers and personnel with authorization to access and/or handle Student and Teacher PII is limited to individuals that have received proper training, and fully understand their roles and responsibilities. Training on Federal and</p>

State privacy laws is conducted whenever an officer joins Kids Discover, ahead of their authorization to access and/or manage Student and Teacher PII. All authorized personnel have received training from IT professionals and senior executives at Kids Discover. Authorized personnel in charge of the development, management, maintenance, and overall support of critical systems, software, and hardware that stores such data are IT professionals with graduate degrees and extensive training in IT and Cybersecurity Operations.

NYCRR - 121.6(a) (5): Specify if the organization will utilize sub-contractors and how it will manage those relationships and contracts to ensure personally identifiable information is protected.

Kids Discover utilizes sub-contractors for some functions of IT-related support and maintenance of Kids Discover's platforms and systems. Access to any and all student data or teacher or principal data is limited to authorized Kids Discover personnel, and requires Company issued credentials that are updated every 3 months. The number of Kids Discover personnel with authorization is limited to individuals that have received proper training, and fully understand their roles and responsibilities. All authorized personnel have received training from IT professionals and senior executives at Kids Discover. Authorized personnel in charge of the development, management, maintenance, and overall support of critical systems, software, and hardware that stores such data are IT professionals with graduate degrees and extensive training in IT and Cybersecurity Operations. With that, the only PII data fields that subcontractors have access to are first name, last name, and email address.

NYCRR - 121.6(a) (6): 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.

Kids Discover utilizes a suite of tools afforded by Microsoft Azure to monitor, detect, and in turn alert Kids Discover personnel of any anomalous activity. Examples of anomalous activity may include, but are not limited to: • Traffic spikes from non-customer IP addresses • Service interruptions • Elevated levels of server errors • Brute force attacks • Microsoft-issued systems updates • Kids Discover personnel are alerted in real-time to anomalous activity based on predetermined thresholds and triggers. Depending on the nature of the anomalous activity and subsequent alert, Kids Discover personnel are clear in their roles and responsibilities in terms of response time and prioritization.

NYCRR - 121.6(a) (7): 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.

Due to the limited amount of PII that may or may not be collected in order for Kids Discover to perform the services under this contract, there is no need to return or transition any PII back to the educational agency. When the contract expires or is terminated, or when the services are no longer needed by a subscribing member of the educational agency, the

PII will be deleted from Kids Discover's database and servers.

NYCRR - 121.9(a) (1): Is your organization compliant with the [NIST Cyber Security Framework](#)?

Yes

NYCRR - 121.9(a) (2): 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.

In order to comply with the data security and privacy policy of educational agencies and customers in contract with Kids Discover, including compliance with Ed Law section 2-d, Kids Discover will limit the collection of Student and Teacher PII to only those data points needed in order to provide the services that have been contracted for (i.e. access to Kids

		Discover Online). Any Student or Teacher PII that is collected and stored is encrypted and safeguarded, according to Kids Discover's Data Security and Privacy Plan, which has been implemented specifically to address New York State Education Law section 2-d.
NYCRR - 121.9(a)(3):	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.	Access to any and all student data or teacher or principal data is limited to authorized Kids Discover personnel, and requires Company issued credentials that are updated every 3 months. The number of Kids Discover personnel with authorization is limited to individuals that have received proper training, and fully understand their roles and responsibilities.
NYCRR - 121.9(a)(4):	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)	Kids Discover limits internal access to all Student and Teacher PII to only those officers, individuals, or personnel whose role and job requires them to perform the safeguarding and management of said PII. Kids Discover will not use the personally identifiable information for any purpose not explicitly authorized in its contract.
NYCRR - 121.9(a)(5):	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.	Kids Discover does not and will not disclose any personally identifiable information to any other party without the prior written consent of the parent or eligible student, except when required by court order, or in the case of sub-contractors that have authorization to handle and manage Students and Teacher PII, under those sub-contractor's obligation to perform contractual work for Kids Discover.
NYCRR - 121.9(a)(6):	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.	Kids Discover's Data Security and Privacy Policy outlines the various administrative, technical and physical safeguards it employs in order to protect the security, confidentiality and integrity of personally identifiable information in its custody. Any Kids Discover employee or authorized personnel with access to Student and Teacher PII is well-versed in Kids Discover's Data Security and Privacy Policy.
NYCRR - 121.9(a)(7):	Describe how the organization will use encryption to protect personally identifiable information in its custody while in motion or at rest.	Kids Discover's database encrypts all Student and Teacher Personally-Identifiable Information, and utilizes the SHA1 hashing algorithm, with a hash sequence of 160 bits in length.
NYCRR - 121.9(a)(8):	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
NYCRR - 121.9(a)(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.	Kids Discover utilizes a suite of tools afforded by Microsoft Azure to monitor the activity of all authorized personnel actively accessing and managing the Kids Discover Online database and servers. By doing so, Kids Discover not only ensures that authorized personnel receive the proper training and are managed in a way that conforms with obligations imposed on the third-party contractor by State and Federal law to keep protected data secure, but that the activity of those Kids Discover personnel and sub-contractors is also monitored and supervised in a comprehensive manner. This ensures that no activity undetected from Kids Discover Management.
NYCRR - 121.10(a):	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.	If it is determined that an incident such as a data breach has occurred, and that any data may have been effectively altered or compromised from the resulting incident, Kids Discover personnel will then notify any customers, Schools, or Educational Agencies as defined in this document of the nature

of the incident, whose data may have been affected.

- It is important to note that Kids Discover views all customers as partners and will work diligently to communicate transparently to all stakeholders of any issues or incidents that have arisen.
- Kids Discover will continue to communicate with any customers, Schools, or Educational Agencies until the issue has been resolved and rectified, and both parties agree about the best possible path forward.

NYCRR - 121.10(f) :	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
NYCRR - 121.10 (f.2):	Please identify the name of your insurance carrier and the amount of your policy coverage.	Travelers Insurance Group
NYCRR - 121.10(c) :	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
Acceptable Use Policy Agreement:	Do you agree with the Capital Region BOCES Acceptable Use Policy ? (Click here: http://go.boarddocs.com/ny/crboces/Board.nsf/goto?open&id=BU4QYA6B81BF)	I Agree
Privacy Policy Agreement:	Do you agree with the Capital Region BOCES Privacy Policy ? (Click here: http://go.boarddocs.com/ny/crboces/Board.nsf/goto?open&id=BWZSQ273BA12)	I Agree
Parent Bill of Rights:	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: https://www.capitalregionboces.org/wp-content/uploads/2021/03/CRB_Parents_Bill_Of_Rights_-Vendors.pdf	CRB_Parents_Bill_Of_Rights_-Vendors_KidsDiscover.pdf
DPA Affirmation:	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

Contact Name:	The Risk Mitigation & Compliance Office	Publish Date:	
Required Portal Fields Populated:	Yes	Contact Email Address:	crbcontractsoffice@neric.org
About NYCRR Part 121:	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 Kids Discover LLC ("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	Requesting Company:	Capital Region BOCES

applicable New York, federal and local laws, rules and regulations.

Created By:

Third Party Name: Kids Discover LLC
Name: Kids Discover LLC-278801
Legacy Submit Date: