



Technology Services

1050 Main Street Roseville, CA 95678
Phone (916) 771-1645 Fax (916) 771-1650

Laura Assem, Director of Technology

Vendor Statement of Compliance Data Privacy and Protection

This agreement is entered into between the Roseville City School District ("LEA" or "District") and CompuGroup Medical ("Service Provider") on 5/22/2022 ("Effective Date").

WHEREAS, the LEA and the Service Provider entered into an agreement for Educational Technology services;

WHEREAS, the LEA is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015, between a local education agency and a third-party service provider must include certain terms;

NOW, THEREFORE, the Parties agree as follows:

Section I: General - All Data

- PASSWORD SECURITY.** All passwords are considered secure. Vendors may not disseminate any passwords unless specifically directed by Educational or Technology Services management. Vendors will not provide information concerning Admin accounts (ROOT Admin, container Admin, local NT administrator or Domain administrator) or their equivalent to any persons. District personnel ONLY will disseminate this information. Vendors will never create "back door" or "generic" user accounts on any systems unless specifically directed to do so by LEA management.

Agree: Yes No

- SYSTEM SECURITY.** Unauthorized access to or modification of District systems including file servers, routers, switches, NDS and Internet services is prohibited. Any attempt to bypass or subvert any District security system, both hardware, and software is prohibited.

Agree: Yes No

- PRIVACY.** The vendor will adhere to all provisions of the Federal Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. 123g), California Education Code and district policies regarding the protection and confidentiality of data. At all times, the vendor will consider all data collected in the course of their duties to be protected and confidential. Release of this data can only be authorized by Technology & Information Services management and state and federal law.

Agree: Yes No



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Section I: General - All Data (Continued)

4. **REUSE:** Vendors shall not copy, duplicate, sell, repackage or use for demonstration purposes any Roseville City School District data without the prior, written consent of Educational or Technology Services management.

Agree: Yes No

5. **TRANSPORT:** Vendor must provide a secure channel (S/FTP, HTTPS, SSH, VPN, etc) for the District to "push" data to the vendor and to extract data as required. Vendors will not have direct access to District systems and will not "pull" data at any time.

Agree: Yes No

6. **EXTERNAL SECURITY:** Vendor must attach to this document reasonable evidence that their system is secure from external hacking and attacks. Devices such as firewalls and technologies such as NAT are the minimum requirements. Active IDS or similar technology is preferred.

Agree: Yes No

7. **INTERNAL SECURITY:** Vendors must attach to this document reasonable evidence that their system is secure from internal hacking and attacks. Describe the interactions vendor personal (or their representatives) will have directly with District data. How is uploaded data from the District handled and processed? Who has access to this data? What happens to the data after the upload is complete? What security safeguards are in place to protected unauthorized access to District data? How are backup performed and who has access to and custody of the backup media? How long are backup maintained; what happens to the District data once the backup is "expired"? If any data is printed, what happens to these hard copy records?

Agree: Yes No

8. **DISTRICT ACCESS:** Vendor must provide a secure means (see Item 5 above) for the District to extract ALL data from the vendor system. This can either be an online extraction tool or a vendor-provided extract as needed by the District (not to exceed quarterly). Describe the means and format of the data (delimited, Excel, MDB, SQL Dump).

Agree: Yes No

9. **TERMINATION:** Upon termination of this agreement as provided herein, the vendor will permanently delete all customer data from their system as allowed by state and federal law. Vendor may be required to certify the destruction of LEA data within 90 days of contract termination.

Agree: Yes No



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Section II: AB1584 Compliance - Student Information Only

1. Vendor agrees that the Roseville City School District retains ownership and control of all student data.
Agree: Yes No
2. Vendor must attach to this document a description of how student-created content can be exported and/or transferred to a personal account.
Agree: Yes No
3. Vendor is prohibited from allowing third-parties access to student information beyond those purposes defined in the contract.
Agree: Yes No
4. Vendor must attach to this document a description of how parents, legal guardians and students can review and correct their personally identifiable information.
Agree: Yes No
5. Vendor will attach to this document evidence how student data is kept secure and confidential.
Agree: Yes No
6. Vendor will attach to this document a description of procedures for notifying affected parents, legal guardians or eligible students when there is an unauthorized disclosure of student records.
Agree: Yes No
7. Vendor certifies that student records will not be retained or available to a third party once the contract has expired or is canceled (See Page 2, Item 9).
Agree: Yes No
8. Vendor will attach to this document a description of how they and any third party affiliates comply with FERPA.
Agree: Yes No
9. Vendor and its agents or third parties are prohibited from using personally identifiable information from student records to target advertising to students
Agree: Yes No



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Section III: SB 1177 SOPIPA Compliance - Student Information Only

1. Vendors cannot target advertising on their website or any other website using information acquired from students.

Agree: Yes No

2. Vendors cannot create a profile for a student except for school purposes as defined in the executed contract.

Agree: Yes No

3. Vendors cannot sell student information.

Agree: Yes No

4. Vendors cannot disclose student information unless for legal, regulatory, judicial, safety or operational improvement reasons.

Agree: Yes No

5. Vendors must attach to this document evidence of how student information is protected through reasonable security procedures and practices.

Agree: Yes No

6. Vendors must delete district-controlled student information when requested by the District.

Agree: Yes No

7. Vendors must disclose student information when required by law, for legitimate research purposes and for school purposes to educational agencies.

Agree: Yes No

As an authorized representative of my organization, I accept the conditions listed in this document.

Michael Liter

Print Name
DocuSigned by:
Michael Liter 5/25/2022
56875B361085467
Signature, Date

Laura Assem
Print Name (Roseville City School District)

Laura Assem 8/19/2022
Signature, Date (Roseville City School District)



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EXHIBITS

Section 1.6: External Security

CGM uses next-generate firewalls and advanced traffic inspection at the edge of the network. At the load balancers, we implement TLS offload and WAF policies against web servers and API endpoints.

Section 1.7: Internal Security

Data is stored in Data Center; secure with limited access and data is backed up daily. CGM staff will login to webPRACTICE and data enter the services received from RCSD. All users have individual credentials and passwords are updated every 90 days. Connectivity for EDI transactions between the billing system and eMEDIX are facilitated using encrypted transmission protocols. CGM enforces strict encryption policies when data is at rest and during transmission. CGM staff will provide a quarterly report to RCSD recapping Medi-Cal payments by provider. Data stored securely in Data Center until RCSD requests cancellation.

Section II.2: Exporting of Student-Created Content

Upon request or cancellation from RCSD; All Data for Active Students will be exported from billing platform and sent to RCSD in a secure format.

Section II.4: Review and Correcting Personally Identifiable Information (PII)

**Page 3, Q # 4: RCSD will provide student updates when applicable. The student and/or parents to not have direct access to the billing platform.



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Section II.5: Securing Student Data

Connectivity for EDI transactions between the billing system and eMEDIX are facilitated using encrypted transmission protocols. CGM enforces strict encryption policies when data is at rest and during transmission.

Section II.6: Disclosure Notification

CGM Compliance Officer will notify applicable parties and provide a detailed report of the disclosure as outlined in HIPAA Policy.

Section II.8: Family Educational Rights and Privacy Act (FERPA) Compliance

CGM is HIPAA Compliant: Health Information Portability and Accountability Act. Similar to FERPA which protects Educational Rights and Privacy, HIPAA is a federal law to protect sensitive student health information from being disclosed without the student's consent or knowledge. It covers the electronic exchange of data, privacy and security of health information.

Section III.5: How Student Data is Protected:

Connectivity for EDI transactions between the billing system and eMEDIX are facilitated using encrypted transmission protocols. CGM enforces strict encryption policies when data is at rest and during transmission.

Users accessing online services are provided an initial set of credentials that require periodic password changes. After a password expires, the user is required to change it at the next attempt to login. The user cannot access online services until the password is changed. There is a limit to the number of unsuccessful attempts to log in. If a user exceeds this number, the account is locked and a message displays stating the account has been locked and to contact an administrator to unlock it.