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DPA EXHIBIT 2 - Education Law § 2-d Bill of Rights for Data Privacy and Security and Supplemental Information for Contracts that Utilize Personally Identifiable Information

Parents (including legal guardians or persons in parental relationships) and Eligible Students (students 18 years and older) can expect the following:

1. A Student's Personally Identifiable Information (Student PII) cannot be sold or released for any Commercial or Marketing purpose. Student PII, as defined by Education Law § 2-d and the Family Educational Rights and Privacy Act ("FERPA"), includes direct identifiers such as a student's name or identification number, parent's name, or address; and indirect identifiers such as a student's date of birth, which when linked to or combined with other information can be used to distinguish or trace a student's identity. Please see FERPA's regulations at 34 CFR § 99.3 for a more complete definition.

2. The right to inspect and review the complete contents of the student's education record stored or maintained by an educational agency. This right may not apply to Parents of an Eligible Student.

3. State and federal laws such as Education Law § 2-d; the Regulations of the Commissioner of Education at 8 NYCRR Part 121, FERPA at 12 U.S.C. § 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. §§ 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. § 1232h (34 CFR Part 98); and the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. § 1400 et seq. (34 CFR Part 300); protect the confidentiality of Student PII.

4. Safeguards associated with industry standards and best practices including, but not limited to, encryption, firewalls and password protection must be in place when Student PII is stored or transferred.

5. A complete list of all student data elements collected by New York State Education Department ("NYSED")is available at www.nysed.gov/data-privacy-security/student-data-inventory and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.

6. The right to have complaints about possible breaches and unauthorized disclosures of Student PII addressed. (i) Complaints should be submitted to the NYS Education Department at www.nysed.gov/data-privacy-security/report-improper-disclosure, by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; by email to privacy@nysed.gov; or by telephone at 518-474-0937.

7. To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of Student PII occurs.

8. NYSED workers that handle Student PII will receive training on applicable state and federal laws, policies, and safeguards associated with industry standards and best practices that protect PII.

9. NYSED contracts with vendors that receive Student PII will address statutory and regulatory data privacy and security requirements.

Supplemental Information

Pursuant to Education Law § 2-d and § 121.3 of the Regulations of the Commissioner of Education, the NYS Education Department ("NYSED") is required to post information to its website about its contracts with third-party contractors that will receive Student PII and/or Teacher and/or Principal APPR data ("APPR Data"), collectively referred to as PII.

Name of Contractor	**Deaf and Hard of Hearing Interpreting Services, Inc.**
Description of the purpose(s) for which Contractor will receive/access PII	**Contractor will receive PII in order to establish Sign Language services for clients of Vocational Rehabilitation services. This information will be limited to what is necessary to book the appointment as well as state of New York required documents for billing purposes.**
Type of PII that Contractor will receive/access	Check all that apply: ☒ Student PII ☒ APPR Data
Contract Term	Contract Start Date: 06/01/2021 Contract End Date: 05/31/2026
Subcontractor Written Agreement Requirement	Contractor will not utilize Subcontractors without a written contract that requires the Subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by state and federal laws and regulations, and the Contract. (check applicable option) ☐ Contractor will not utilize Subcontractors. ☒ Contractor will utilize Subcontractors.
Data Transition and Secure Destruction	Upon expiration or termination of the Contract, Contractor shall: • Securely transfer data to NYSED, or a successor contractor at NYSED's option and written discretion, in a format agreed to by the parties. • Securely delete and destroy data.

Challenges to Data Accuracy	Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting NYSED. If a correction to data is deemed necessary, NYSED will notify Contractor. Contractor agrees to facilitate such corrections within 21 days of receiving NYSED's written request.
Secure Storage and Data Security	Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply) ☒ Using a cloud or infrastructure owned and hosted by a third party. ☐ Using Contractor owned and hosted solution ☐ Other: Please describe how data privacy and security risks will be mitigated in a manner that does not compromise the security of the data: All data will be acquired and accessed by providers on an need to know basis. This data will be stored in a secured Amazon Web Services platform.
Encryption	Data will be encrypted while in motion and at rest.

Contractor's Name	**Deaf and Hard of Hearing Interpreting Services, Inc.**
Signature	DocuSigned by: Irma Azrelyant C739D59356594A7
Printed Name	**Irma Azrelyant**
Title	**Chief Executive Officer**
Date	11/9/2020