

Data Services Agreement for Township of Union Public Schools

This Agreement is entered into between Township of Union Public Schools ("District") and Hazel Health Services PC ("Service Provider") on December 1, 2025 ("Effective Date").

WHEREAS, the District is a New Jersey public entity subject to all New Jersey and federal laws governing education, including but not limited to the New Jersey Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, the District and the Service Provider desire to enter into the Data Services Agreement;

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Service Provider shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the Data Services Agreement or Master Services Agreement. For the purposes of this Agreement, a "Pupil Record" or Pupil Records" include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil Records does not include de-identified information (information that, on its own or in aggregate, cannot be used to identify an individual pupil) used by the third party (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.
2. All Pupil Records obtained by Service Provider from District continue to be the property of and under control of the District. The District retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.
3. Service Provider shall provide a means by which its employees, when so authorized, can search and export Pupil Records through reasonable procedures such that the District can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil's records or correct erroneous information. Service Provider shall provide procedures for the transfer of pupil-generated content to an account, format or medium designated by the District.
4. Service Provider may not distribute Pupil Records to any third party without parent, guardian or District's express written consent or as permitted by the Agreement, unless required by law. Unless permitted by the Agreement, use of subcontractors and subcontractor who provide the contracted Services as defined in the Master Services Agreement and have access to Pupil Records

must be approved in writing by the District. Service Provider will ensure that approved subcontractors adhere to all provisions of the Data Services Agreement. Provider ensures that any subcontractor or subprocessor that it engages to process, store or access Pupil Records has adequate technical security and organizational measures in place to keep Pupil Records secure and to comply with the terms of the Data Services Agreement.

5. Service Provider shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Pupil Records.

- 5.1. Service Provider shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to the Agreement except as necessary to fulfill the purpose of the original request. Service Provider shall warrant that security measures are in place to help protect against loss, misuse and alteration of the data under Service Provider's control. When the Service or data are accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users. Service Provider shall host content pursuant to the Service in a secure server environment that uses firewalls and other advanced technology to prevent interference or access from outside intruders. Where applicable, the Service will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

6. Service Provider certifies that Pupil Records shall not be retained or be available to any third party that the Service Provider has contracted with for the purpose of providing the Service following the completion of the terms of the Data Services Agreement. Service Provider shall destroy or return to the District all Pupil Records obtained pursuant to the Data Services Agreement when such Pupil Records are no longer required for the Service unless retention is required by law, within a reasonable period of time. Nothing in this Agreement authorizes the Service Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposal of Pupil Records following the Service.

7. Upon becoming aware of any unlawful or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider, Service Provider will take the following measures:

- 7.1. Promptly notify the District of the actual incident. This will occur within **72** hours of confirmation of the incident;

- 7.2. Promptly investigate the incident and provide District with detailed information regarding the incident, including the identity of affected Pupil Records and Users; and

- 7.3. Assist the District in notifying affected users, affected parents, and legal guardians of the unauthorized access to Pupil Records and of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident.
8. The terms and conditions of the Data Services Agreement and any addenda are incorporated in the Agreement signed by both parties on **December 1, 2025**. This Agreement shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA. In the event there is a conflict between the terms of this Agreement or any other agreement or contract document(s), the terms of this Agreement shall apply.
9. This Agreement shall remain in effect for the duration of the signed agreement between the District and the Service Provider titled.
10. Neither District nor Service Provider may modify or amend the terms of this Agreement without mutual written consent.

IN WITNESS WHEREOF, parties executed this Agreement on the dates set forth below.

Township of Union Public Schools

Hazel Health Services PC

[Title]

[Title]

[Date]

[Date]