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# Third Party Contract Policy

## 1. Overview

Third party vendors play an important role in the support of Pinnacle Charter School processes. In some instances, third party vendors may collect, store, and maintain Confidential Information and Personally Identifiable Information (PII). Setting appropriate limits and controls on third party vendors helps reduce the risk of security incidents, financial liability, loss of community trust, and embarrassment.

## 2. Purpose

The purpose of this policy is to establish rules and operating parameters for third party vendors' access to company information, their operator responsibilities, and protection of Pinnacle Charter School assets, data, and PII. This policy supports compliance with federal and state data privacy laws.

## 3. Scope

This policy applies to all Pinnacle Charter School staff responsible for negotiating or executing third party contracts.

## 4. Policy

### A. GENERAL

Prior to entering into any agreement or contract, Pinnacle Charter School staff shall follow due diligence in selecting third party vendors. Third parties must comply with all applicable state procurement, Pinnacle Charter School policies, practice standards, and agreements as well as any binding legislation at the state and federal levels. This policy supports law in certain areas but shall not replace any potential changes in current or future compliance components levied against third party vendors through statute, law, or contract.

### B. GENERAL VENDOR RESPONSIBILITIES

The following general responsibilities shall be provided by vendors entering into contracts with Pinnacle Charter School]:

- Third party vendors shall provide Pinnacle Charter School a point of contact for contract terms and service offering implementation. A Pinnacle Charter School point of contact will work with the third party vendors to ensure the vendor is in compliance with all state and federal laws as well as this policy.
- The Chief Business Officer shall maintain a list of all subcontracted providers and the services performed by each. The Chief Business Officer may request on-demand and maintain copies of all agreements with service providers as appropriate.

### C. THIRD PARTY CONTRACT TERMS AND PROVISIONS

All contract terms and agreements with third party service providers shall specify the following terms and conditions:

- Data and personnel confidentiality terms shall protect all Pinnacle Charter School Confidential Information and PII.

- Role-based controlled user access to Pinnacle Charter School resources and access shall be limited to only those systems to which the vendor provides services.
- Vendor data privacy and information security procedures and protocols shall be made available and meet Pinnacle Charter School requirements for the return, destruction, or disposal of information in the service provider's possession at the end of the agreement.
- The service provider shall only use Pinnacle Charter School information and systems for the purpose of the direct business agreement. No other uses are allowed unless expressly granted in writing by the Pinnacle Charter School
- Any information acquired by the service provider through the course of operational contract execution shall not be used for the service provider's own purposes or divulged to others without the express written consent of Pinnacle Charter School
- Service providers shall provide Pinnacle Charter School with a list of all staff working on the contracted services. The list shall be updated and provided to Pinnacle Charter School within twenty-four (24) hours of staff changes.
- On-site service provider staff members must adhere to all internal facility security protocols and procedures. Upon completion of contracted work, service providers shall return all security access cards and identification.
- Service provider staff members with access to Pinnacle Charter School confidential or student PII must be cleared to handle that information. Third party access to PII and confidential data shall be activated only when needed and enabled only to the level and degree indicated by the contract statement of work.
- System access shall be deactivated/disabled after services have been completed. IDs used by vendors to access, support, or maintain system components via remote access shall only be enabled during the time period needed and disabled when not in use.
- Third party service provider access to systems and software shall be monitored during use as necessitated by the sensitivity and confidentiality of the information.
- Service providers with remote access to Pinnacle Charter School systems shall use all prescribed tools and procedures to access systems remotely.
- Service provider personnel shall report all security incidents directly to the project supervisor and Chief Business Officer. Security incident management responsibilities and details must be specified in the contract agreement and specific to data incident/breach notification, procedures, notifications and remedies.
- Service provider shall follow all applicable Pinnacle Charter School change control processes and procedures when working on Pinnacle Charter School systems.
- Regular work hours and duties shall be defined in the agreement. Work outside of defined parameters must be approved in writing by appropriate Pinnacle Charter School management.
- Service provider access shall be uniquely identifiable and password/access management must comply with all Pinnacle Charter School requirements.

- Upon termination of service provider or at the request of Pinnacle Charter School, the service provider will return or destroy all information and provide written certification of that return or destruction within 24 hours.
- Upon termination of contract or at the request of Pinnacle Charter School, the service provider must surrender all identification badges, access cards, equipment, and supplies immediately. Equipment and/or supplies to be retained by the service provider must be documented by management.
- Service providers are required to comply with all Pinnacle Charter School auditing requirements, including the auditing of the service provider's work.
- Service providers shall include explicit coverage of all relevant security requirements. This includes controls over the processing, accessing, communicating, hosting or managing the organization's data or adding or terminating services or products to existing information.
- Service providers shall include explanations of security mechanisms (e.g., encryption, access controls, and security leakage prevention) and integrity controls for data exchanged to prevent improper disclosure, alteration, or destruction.
- Service provider contracts shall require the provider to acknowledge responsibility for securing Pinnacle Charter School sensitive information the provider possesses or otherwise stores, processes, or transmits on behalf of the Pinnacle Charter School.
- Agreements with third party service providers shall specify that the third party service provider will notify Pinnacle Charter School within one (1) day of discovery of a service provider security incident/breach. Upon such notification, Pinnacle Charter School shall have the right to terminate the agreement with the service provider. Provisions within the contract shall ensure that service provider pay for all costs incurred to remedy the breach including, if appropriate, notifying customers, and any related expenses or damages levied due to the incident and related disclosure.
- Contracts with School Service Contract Providers (as defined by the Colorado Student Data Transparency and Security Act) must include the requirements of that law.

#### **D. OTHER STIPULATIONS**

When dealing with PII, service providers shall provide an on-line and print description of security and privacy directives, guidelines, policies, and security safeguards that protect student PII.

No contracts shall be entered into by Pinnacle Charter School where the standard vendor contract template is not used and all applicable terms applied. Any negotiations between vendor and Pinnacle Charter School must be completed through the Chief Business Officer.

### **5. Audit Controls and Management**

On-demand documented procedures and evidence of practice should be in place for this operational policy. Operational compliance can be demonstrated through:

- On-demand review of standard agency contracts with third party providers

- Review of departmental operational procedures for compliance
- Random review of current contracts for terms compliance

**6. Enforcement**

Staff members found in policy violation may be subject to disciplinary action, up to and including termination.

**7. Distribution**

This policy is to be distributed to all Pinnacle Charter School staff and management responsible for negotiating and managing vendor contracts within Pinnacle Charter School.

**8. Policy Version History**

Version	Date	Description	Approved By
1.0	12/15/2017	Initial Policy Drafted	