

AMENDMENT # 0001

This amendment, entered into between the State of Florida, Department of Health, hereinafter referred to as the "Department" and The School Board of Broward County, Florida, hereinafter referred to as the "provider", amends contract # BW516.

The Department and the provider have agreed to amend this contract to add to the Deliverables Section that the provider will only provide de-identified student data to the Department.

1. Page 9, Attachment I, Section B.1., Paragraph b. is hereby amended to read as follows:

Provide scoliosis screening services to eligible students as specified in tasks B.1.a.1) through B.1.a.3) and submit screening data, with supporting documentation, as specified in task B.1.a.4). The provider will provide de-identified student data to the Department as noted on (Exhibit 1), District Health Screening Report. The Department may access student PII during monitoring.

2. Page 12, Attachment I, Section D. item 4. is hereby added to read:

4. Health Insurance Portability and Accountability Act (HIPAA) Compliance

The Department further acknowledges that the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") (HIPAA and HITECH Act are collectively referred to herein as "HIPAA") protect the privacy of students' individually identifiable health information ("PHI") and may be applicable to student records in certain circumstances. PHI may be used and disclosed only in compliance with HIPAA, where required by law.

The Department will safeguard students' PHI through administrative, physical and technological safety standards and ensure adequate controls are in place to protect students' PHI in accordance with HIPAA's privacy requirements.

The Department will enter into SBBC's HIPAA Business Associate Agreement ("BAA") substantially in the form attached hereto and incorporated herein as (Attachment III). The BAA will relate to this contract only.

3. This amendment shall begin on June 15, 2016, or the date on which the amendment has been signed by both parties, whichever is later.
4. All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

5. All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.
6. This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused this 2 page amendment to be executed by their officials thereunto duly authorized.

PROVIDER: THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

STATE OF FLORIDA
DEPARTMENT OF
HEALTH

SIGNED

BY: see page 3

SIGNED

BY: _____

NAME: ROBERT W. RUNCIE

NAME: PAULA M. THAQI, M.D., MPH

TITLE: SUPERINTENDENT OF SCHOOLS

TITLE: DIRECTOR, DOH-BROWARD

DATE: _____

DATE: _____

FEDERAL ID NUMBER: 59-6000530131

FOR PROVIDER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Dr. Rosalind Osgood, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

FEDERAL ID NUMBER: 59-6000530131

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School
District of Broward County, Florida, ou=The Office
of the General Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Date: 2016.06.10 11:44:46 -04'00'

Approved as to Form and Legal Content: