

INTERAGENCY AGREEMENT

THIS INTERAGENCY AGREEMENT is made and entered into as of this ___ day of _____, 2017 by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

FLORIDA DEPARTMENT OF JUVENILE JUSTICE, CIRCUIT 17

(hereinafter referred to as "DJJ")
whose principal place of business is
2928A North State Road 7 · Lauderdale Lakes, Florida 33311

and

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

(hereinafter referred to as "DCF") whose principal place of business is
1400 West Commercial Boulevard, 2nd Floor, Fort Lauderdale, FL 33309

WHEREAS, Section 1002.22(2) and 1002.221, Florida Statutes, provide that education records created, maintained or used by public educational institutions and agencies shall be protected in accordance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g, and the implementing regulations issued pursuant thereto; and Section 1002.21, Florida Statutes permits a public school, center, institution, or other entity that is part of Florida's education system to release a student's education records without written consent of the student or parent to parties to an interagency agreement among the Department of Juvenile Justice, the school, law enforcement authorities, and other signatory agencies; and

WHEREAS the Uninterrupted Scholars Act (USA) 20 USC 1221, amending FERPA, permits access to a student's records by an agency caseworker or other representative of a child, who has the right to access a student's case plan, when such agency is legally responsible in accordance with state law for the care and protection of the student, provided that the student records or information will not be disclosed by such agency except to address the student's education needs in accordance with the law.

WHEREAS, Title 34 CFR Sections 99.31(a)(5)(i)(B) and 99.38(a) and (b) permit an educational agency or institution to disclose personally identifiable information from an education record of a student without written consent of the parent or eligible student if the disclosure is to state and local officials or authorities to whom this information is specifically allowed to be reported or disclosed pursuant to a state statute adopted after November 19, 1974, and concerns

the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released; and

WHEREAS, Section 1003.27(4) Florida Statutes, requires that DJJ, DCF and SBBC to enter into a cooperative Interagency Agreement that clearly defines each department's role, responsibility, and function in working with habitual truants and their families, identifies and implements measures to resolve and reduce truant behavior, addresses issues of streamlining service delivery, the appropriateness of legal intervention, case management, the role and responsibility of the case staffing committee, student and parental intervention and involvement, and community action plans, delineates timeframes for implementation and identifies a mechanism for reporting results by the circuit juvenile justice manager or the circuit manager's designee and the district school superintendent or the superintendent's designee to the Department of Juvenile Justice and the Department of Education and other governmental entities as needed and designates which agency is responsible for each of the intervention steps in this section, to yield more effective and efficient intervention services; and

WHEREAS, Broward County, Florida is a single County within the jurisdiction of DJJ Circuit 17; and

WHEREAS, the parties recognize that a combined and coordinated effort is necessary to share information about children in need of services/families in need of services and to fulfill the objectives of Title 34 CFR Sections 99.31(a)(5)(i)(B) and 99.38(a) and (b); and Sections 985.03, 984.151 and 1003.27(4), Florida Statutes; and

WHEREAS, the parties have developed this Interagency Agreement to encourage cooperation and collaboration among those agencies providing services to youth in Broward County, Florida.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals and references to enabling legislation are true and correct and that such recitals and references are incorporated herein.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Interagency Agreement**. Unless terminated earlier pursuant to Section 2.16 of this Interagency Agreement, the term of this Interagency Agreement shall commence upon execution by all parties and shall continue in effect through June 30, 2018. All parties are bound to this Interagency Agreement when fully executed.

2.02 **Enabling Legislation**

All parties mutually agree to comply with all applicable federal and state laws and administrative rules including, without limitation:

- a. Section 1002.22(2), Florida Statutes, - Education records and reports of K-12 students; rights of parents and students; notification; penalty;
- b. Section 1002.221, Florida Statutes, K-12 Education Records, public records exemption;
- c. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g; as amended by the Uninterrupted Scholars Act, 20 USC 1221 (Jan. 2013);
- d. Title 34 CFR Part 99 - Family Educational Rights and Privacy Act Regulations;
- e. Section 984.151 Florida Statutes - Truancy petition, prosecution, disposition;
- f. Section 984.03(25), Florida Statutes - Child in need of services, Families in need of services and
- g. Section 1003.27(4), Florida Statutes – Court Procedure and penalties.

2.03 **Centralized Intake.** A single point of contact shall be established by SBBC, DJJ, and DCF to facilitate interagency communication under this Agreement and to streamline the referral process.

2.04 **CINS/FINS.** DJJ has funded The Florida Network of Youth and Family Services, Inc. which includes Lutheran Services Florida, Inc., and Mount Bethel Church Human Services Corporation, Inc. (collectively referred to herein as “DJJ through its CINS/FINS Providers”) each of which provide contracted services for DJJ including case management and other services for students identified as truant, ungovernable, runaway, homeless, and or at risk of entering the dependency or delinquency system. DJJ hereby designates each of the CINS/FINS Providers as its authorized representatives to have access to information that may be provided to DJJ under this Interagency Agreement. DJJ shall take full responsibility, which includes, but is not limited to, any and all liability for its CINS/FINS Providers for any and all acts that they perform under this Agreement.

2.05 **Communication and Sharing of Student Records.** SBBC will comply with applicable state and federal law and administrative rules regarding the sharing of student records and reports and establish procedures that will result in improved services to youth at risk and those involved in the CINS/FINS process. Pursuant to the FERPA and its implementing regulations, 34 CFR Part 99.38, the information provided shall be limited to that which is necessary to effectively serve the student prior to adjudication, and neither DJJ, who is in receipt of this information through CINS/FINS Providers, nor the CINS/FINS Providers shall re-disclose the information, except as provided by law. DJJ shall ensure that CINS/FINS Providers shall not redisclose the information.

SBBC shall share with DJJ and its CINS/FINS providers identified in Section 2.03 the student information contained in the following school district data fields in order to support the parties’ collaborative strategies and programs to provide a coordinated overlay of services to students:

A01 – Student Name Search
A03 – Demographics
A04 – General Admission
A05 – Contact Information
A06 – Health Information
A07 – Assignment History
A10 – Current Schedule
A12 – Current Grades
A13 – Academic History
A14 – Graduation Status
A15 – Daily Attendance Summary
A17 – Absence Detail
A24 – Discipline

2.06 **Family Educational Rights and Privacy Act (FERPA) Compliance.** In addition to the requirements under section 2.08, Student Records, Agencies will comply with the requirements of **Attachment A**, Safeguarding the Confidentiality of Student Records and Information.

2.07 **Health Insurance Portability and Accountability Act (HIPAA) Compliance.** Agencies 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.

Agencies 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.

Agencies will enter into SBBC’s HIPAA Business Associate Agreement (“BAA”) substantially in the form attached hereto and incorporated herein as **Attachment B**.

2.08 **Student Records.** Notwithstanding any provision to the contrary within this Interagency Agreement, all parties shall fully comply with the requirements of Section 1002.22, 1002.221 Florida Statutes, FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records.

2.09 **Presentations and Training.** All parties agree to provide and attend presentations/trainings regarding youth related issues when requested and feasible.

2.10 **Referrals.** DJJ, through its CINS/FINS Providers, agrees to accept referrals from School Social Workers on youth / families as outlined in Section 984.03, Florida Statutes. DJJ, through its CINS/FINS Providers, shall respond to the referral source within fourteen (14) days of the referral, as well as respond to a monthly report. In the event that the family is either

uncooperative or inaccessible, DJJ, through its CINS/FINS Providers, shall follow-up with the referral source prior to closing the referral. DJJ, through its CINS/FINS Providers, shall obtain parental/guardian consent to share with the referral source upon receipt of the referral.

2.11 **Case Management.** DJJ, through its CINS/FINS Providers, shall to provide case management for participating students and/or families.

2.12 **Service/Treatment Plan.** DJJ, through its CINS/FINS Providers, shall develop a service/treatment plan for each referred student that delineates timelines and treatment goals. DJJ, through its CINS/FINS Providers, shall share individual specific plans upon request of the referral source.

2.13 **Staffings.** The parties shall agree to convene, communicate, notify the referral source and participate, when applicable, in all scheduled Case Staffing Committee meetings when the youth has not made satisfactory progress. The committee may be comprised of representatives from multidisciplinary agencies including, but not limited to, representatives from CINS/FINS providers, community agencies involved in the service/treatment plan, SBBC, the child, family, and any other involved parties. The purpose of the meeting is to view the child and family holistically, identify child and family needs, match and offer resources available within the broader community, and specifically address barriers to compliance. When all interventions have not been fruitful, legal intervention may be appropriate.

2.14 **Procedural Manual.** Each party agrees to collaborate in the development of a procedural manual that will specify each party's role in implementing any and all requirements under the terms of this Interagency Agreement.

2.15 **Annual review.** Each party agrees to hold an annual meeting to review the procedural manual in order to address ways to improve the effectiveness of this Interagency Agreement.

2.16 **Information System Interfaces.** SBBC, DJJ, and the CINS/FINS Providers identified in 2.03 shall provide technical assistance for interfacing their information systems with those of other agencies as permitted under this Interagency Agreement. SBBC, DJJ, and the CINS/FINS Providers identified in 2.04 will participate in a work group to manage, review and evaluate the sharing of information between them.

2.17 **Disputes.** Any disputes arising under this Interagency Agreement shall be addressed through the following measures:

a) Staff from the grieving party shall prepare a written dispute statement that identifies the conflict, any proposed action, and a summary of the factual, legal, and policy grounds for the grieving party's position upon the dispute. Copies of the written dispute statement shall be provided by the grieving party to the party with whom the dispute exists;

b) Within forty-five (45) days of receipt of a written dispute statement, staff from the receiving party will send to the grieving party a written dispute response which includes

a summary of the receiving party's factual, legal, and policy grounds for its position upon the dispute and any proposed solutions upon the matter;

c) If a resolution of the dispute is achieved, a joint communiqué setting forth the resolution shall be mutually developed by staff of each party and disseminated by a representative from each party; and

d) If no amicable resolution of the dispute can be achieved, the parties may pursue any available legal remedies; and

e) Nothing herein shall preclude a party from exercising its authority to terminate this Interagency Agreement with or without cause pursuant to Section 2.18.

2.18 **Termination.** This Interagency Agreement may be terminated without cause by any party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Interagency Agreement and may be terminated immediately for cause by any party with no further responsibilities or duties to perform under this Interagency Agreement.

2.19 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
Kathleen C. Wright Administration Building
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Executive Director
Student Support Initiatives
1400 NW 14th Court
Fort Lauderdale, FL 33311

To DJJ: Cassandra Evans
Chief Probation Officer
Florida Department of Juvenile Justice
2928A North State Road 7
Lauderdale Lakes, Florida 33313

To DCF: Silvia Beebe
Circuit 17, County Community Development Administrator

State of Florida Department of Children and Families
1400 West Commercial Boulevard, Room 210G
Fort Lauderdale, FL 33309

2.20 **Background Screening.** Unless otherwise exempted by applicable law, each party, at its own costs, shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of their respective personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of a party or its respective personnel providing any services under the conditions described in the previous sentence. SBBC shall not bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes for any other agency or for any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to their respective personnel. The parties agree that the failure of any party to perform any of the duties described in this section shall constitute a material breach of this Interagency Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Interagency Agreement.

2.21 **Indemnification.** Each party shall be responsible for the negligent acts or omission of its agents' and/or employees when acting within the scope of their employment shall liable for any damages resulting from said negligence. Nothing herein shall be construed as a waiver by any party of sovereign immunity or of any rights or limits to liability secured by Section 768.28, Florida Statutes.

2.22 **Other Interagency Agreements.** All parties to this Interagency Agreement acknowledge that this Interagency Agreement does not preclude or preempt any of the agencies from individually entering into an agreement with one or more parties to this Interagency Agreement or with other parties outside of this Interagency Agreement. Such subsequent agreements shall not nullify the force and effect of this Interagency Agreement.

2.23 **Liability.** Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.24 **Required Insurance Coverages.** Required Insurance Coverages. Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes, that each party is self-insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Interagency Agreement. None of the parties intend to directly or substantially benefit a third party by this Interagency Agreement. The parties agree that there are no third party beneficiaries to this Interagency Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Interagency Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this Interagency Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Interagency Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Interagency Agreement.

3.05 **Annual Appropriation.** The performance and obligations of SBBC under this Interagency Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Interagency Agreement, this Interagency Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.06 **Excess Funds.** Any party receiving funds paid by SBBC under this Interagency Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.07 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC, all public records in that party's possession upon termination of its Interagency Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Interagency Agreement and all attachments thereto are public records and do not constitute trade secrets. Any and all statutory exclusions from Chapter 119, that apply to any agency to this Interagency agreement, are not deemed to be waived and will remain in full force and effect.

3.08 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, relevant SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Interagency Agreement.

3.09 **Place of Performance.** All obligations of SBBC under the terms of this Interagency Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.10 **Governing Law and Venue.** This Interagency Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Interagency Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.11 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Interagency Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.12 **Binding Effect.** This Interagency Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.13 **Assignment**. Neither this Interagency Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Interagency Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.14 **Incorporation by Reference**. Attachment A attached hereto and referenced herein shall be deemed to be incorporated into this Interagency Agreement by reference.

3.15 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Interagency Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Interagency Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Interagency Agreement.

3.16 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Interagency Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Interagency Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.17 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Interagency Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.18 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Interagency Agreement and executed by each party hereto.

3.19 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Interagency Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Interagency Agreement shall not be deemed a waiver of such provision or modification of this Interagency Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.20 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Interagency Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the

control of either party, and which cannot be overcome by reasonable diligence and without unusual expense (“Force Majeure”). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.21 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Interagency Agreement.

3.22 **Authority.** Each person signing this Interagency Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Interagency Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Interagency Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interagency Agreement on the date first above written.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____,
Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams, Esq. -
kathelyn.jacques-adams@gbrowardschools.com
Reason: Interagency Agreement - Florida
Department of Juvenile Justice, Circuit 17 and
Florida Department of Children and Families
Date: 2017.10.25 10:54:59 -0400

Office of the General Counsel

FOR DJJ

(Corporate Seal)

**THE FLORIDA DEPARTMENT OF
JUVENILE JUSTICE**

ATTEST:

By [Signature]
Cassandra Evans, Chief Probation Officer

, Secretary

-or-

[Signature]

Witness

[Signature]

Witness

**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF FLORIDA

COUNTY OF BROWARD

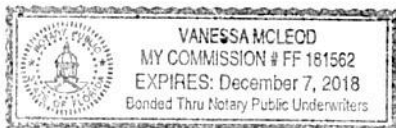
The foregoing instrument was acknowledged before me this 25th day of
October, 2017 by Cassandra Evans as Chief Probation Officer of the Florida
Department of Juvenile Justice on behalf of the agency. She is personally known to me or
produced personally known as identification and did/did not first take an
oath. personally known
Type of Identification

My Commission Expires: 12/7/18

[Signature]

Signature – Notary Public

(SEAL)



Vanessa McLeod

Printed Name of Notary

FF 181562

Notary's Commission No.

FOR DCF

(Corporate Seal)

THE FLORIDA DEPARTMENT OF
CHILDREN AND FAMILIES

ATTEST:

By [Signature]
Silvia Beebe
Circuit 17, Community Development
Administrator

_____, Secretary

-or-
[Signature]

Witness

[Signature]
Witness

The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 28th day of
November, 2017 by Silvia Beebe as Circuit 17, Community Development
Administrator, Florida Department of Children and Families on behalf of the agency. She is
personally known to me or produced _____ as identification
and did/did not first take an oath. _____
Type of Identification

My Commission Expires:
2-22-19

[Signature]
Signature – Notary Public

Laura L Johnson
Printed Name of Notary

FF 202267
Notary's Commission No.

(SEAL)



ATTACHMENT A

Safeguarding the Confidentiality of Student Records and Information

The parties acknowledge that Sections 1002.022, 1002.221 and 1002.222, Fla. Stat. and the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. Part 99), protect the privacy rights of students and their parents with respect to information and records created and/or maintained by public schools. The student personally identifiable information (PII) may be disclosed only in compliance with FERPA. Pursuant to FERPA, the information provided by SBBC shall be limited to that which is necessary to effectively serve the student.

Each party participating in this Agreement further agrees to:

(1) Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or as required or permitted by law unless the parent of a student provides prior written consent for their release. All shared student records will be disclosed only to those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws.

(2) Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect the student information in accordance with FERPA's privacy requirements.

(3) Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement, and

(4) Any employees, appointees or agents of each party to this Agreement who are granted access to shared student records and have questions pertaining to FERPA may view a FERPA training webinar, as it may become available, at the U.S. Department of Education, Privacy Technical Assistance Center website:

<http://www2.ed.gov/policy/gen/guid/ptac/index.html>, <http://ptac.ed.gov/> including, but not limited to, <http://www2.ed.gov/policy/gen/guid/ptac/pdf/slides.pdf>

Each party to this Agreement agrees to notify the other party immediately upon discovery of a breach of confidentiality of student information and to take all necessary notification steps as may be required by federal and Florida law. A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement without advance notice. Any provisions within this Agreement concerning the resolution of disputes shall not be applicable to a breach of the requirements stated herein above.

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such student records are returned to The School Board of Broward County, Florida ("SBBC") or disposed of in compliance with the applicable Florida Retention Schedules and a written acknowledgment of said disposition is provided to SBBC.

ATTACHMENT B

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**Agreement**") is made and entered into as of this _____ day of ____, 20____ (the "**Effective Date**"), by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "**SBBC**" or "**Covered Entity**"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

FLORIDA DEPARTMENT OF JUVENILE JUSTICE, CIRCUIT 17
(hereinafter referred to as "**DJJ**" or "**Business Associate**")
whose principal place of business is
2928A North State Road 7 · Lauderdale Lakes, Florida 33311

and

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
(hereinafter referred to as "**DCF**" or "**Business Associate**") whose principal place of business is
1400 West Commercial Boulevard, 2nd Floor, Fort Lauderdale, FL 33309

WHEREAS, by virtue of some of the services that Business Associate performs for SBBC, Business Associate may be a "business associate," as that term is defined at 45 C.F.R. §160.103; and

WHEREAS, SBBC and Business Associate may share Protected Health Information ("PHI") (as defined below) in the course of their relationship; and

WHEREAS, SBBC and Business Associate understand that, with respect to coverages subject to regulation under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), they are subject to the requirements governing business associates, including but not limited to the Privacy Rule and the Security Rule (both defined below) of HIPAA, the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), the Omnibus Rule of 2013, and applicable Florida law, any of which may be amended from time to time or supplemented by new legislation or guidance (hereinafter collectively referred to as "Business Associate Requirements"); and

WHEREAS, SBBC and Business Associate intend to fully comply with current and future Business Associate requirements and mutually desire to outline their individual responsibilities with respect to Protected Health Information ("**PHI**") as mandated by the "Privacy Rule", the "Security Rule", and the HITECH Act; and

WHEREAS, SBBC and Business Associate understand and agree that the Business Associate requirements require SBBC and Business Associate to enter into a Business Associate Agreement which shall govern the use and/or disclosure of PHI and the security of ePHI.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 – RECITALS

1. **Definitions.** When used in this Agreement and capitalized, the following terms have the following meanings:
 - (a) “**Breach**” has the same meaning as that term is defined in §13400 of the HITECH Act and shall include the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information.
 - (b) “**Business Associate**” shall mean Business Associate named above and shall include all successors and assigns, affiliates, subsidiaries, and related companies.
 - (c) “**Designated Record Set**” has the same meaning as the term “designated record set” in 45 CFR §164.501, which includes enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan, or other information used in whole or part by or for the Plan to make decisions about individuals.
 - (d) “**EDI Rule**” shall mean the Standards for Electronic Transactions as set forth at 45 CFR Parts 160, Subpart A and 162, Subpart A and I through R.
 - (e) “**HIPAA**” means the Health Insurance Portability and Accountability Act of 1996.
 - (f) “**HITECH Act**” means the Health Information Technology for Economic and Clinical Health Act of 2009.
 - (g) “**Individual**” shall have the same meaning as the term “Individual” in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
 - (h) “**Minimum Necessary**” means the least amount of PHI needed to accomplish the intended purpose of the use or disclosure.
 - (i) “**Omnibus Rule**” means the HIPAA Omnibus Rule of 2013.
 - (j) “**Privacy Rule**” shall mean the Standards for Privacy of Individually Identifiable Health Information as set forth at 45 C.F.R. Parts 160 and 164, subparts A and E.

- (k) "**Protected Health Information**" or "**PHI**" shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103 (as amended by the HITECH Act) limited to the information created or received by Business Associate from or on behalf of SBBC.
- (l) "**Required by Law**" shall have the same meaning as the term "required by law" in 45 C.F.R. §164.103.
- (m) "**Secretary**" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- (n) "**Security Rule**" shall mean the Standards for Security of ePHI as set forth at 45 C.F.R. Parts 160 and 164 Subpart C.
- (o) "**Unsecured PHI**" shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in §13402(h) of the HITECH Act.

Terms used but not defined in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 164.103 and 164.501 and the HITECH Act.

ARTICLE 2 – SPECIAL CONDITIONS

2. Obligations and Activities of Business Associate Regarding PHI.

- (a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- (b) Business Associate agrees to comply with the "Minimum Necessary" rule when using, disclosing, or requesting PHI, except when a specific exception applies under HIPAA or the HITECH Act.
- (c) Business Associate agrees to use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- (d) Business Associate agrees to report to SBBC, as soon as reasonably practicable, any impermissible use or disclosure of PHI it becomes aware of, and any use or disclosure of PHI not provided for by this Agreement. Any report of breach should be in substantially the same form as Exhibit A hereto.
- (e) Business associate shall promptly inform SBBC of a Breach of Unsecured PHI following the first day on which Business Associate knows of such Breach or following the first day on which Business Associate should have known of such Breach.

- (f) For the Breach of Unsecured PHI in its possession:
1. Business Associate will perform a Risk Assessment to determine if there is a low probability that the PHI has been compromised. Business Associate will provide SBBC with documentation showing the results of the Risk Assessment. The Risk Assessment will consider at minimum the following factors :
 - a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - b. The unauthorized person who used the PHI or to whom the disclosure was made;
 - c. Whether the PHI was actually acquired or viewed; and
 - d. The extent to which the risk to the PHI has been mitigated.
 2. Business Associate will prepare and distribute, at its own cost, any and all required notifications under Federal and Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so.
 3. Business Associate shall be responsible for all fines or penalties incurred for failure to meet Breach notice requirements pursuant to by Federal and/or Florida law.
- (g) Business Associate agrees to ensure that, and obtain assurance from, any and all agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI agree to the same restrictions and conditions that apply to Business Associate with respect to such information. All agents and subcontractors engaged by the Business Associate that create, maintain, receive or transmit PHI must comply with the HIPAA Rules, including the rules to extend the requirements to the agent's or subcontractor's subcontractors.
- (h) Business Associate agrees to provide access, at the request of SBBC, and in the time and manner designated by SBBC, to PHI in a Designated Record Set that is not also in SBBC's possession, to SBBC in order for SBBC to meet the requirements under 45 C.F.R. § 164.524.
- (i) Business Associate agrees to make PHI available for amendment and incorporate all amendments to PHI in a Designated Record Set that SBBC directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of SBBC or an Individual in the time and manner designated by SBBC. Business Associate agrees to make internal practices, policies, books and records relating to the use and disclosure of PHI available to SBBC, or at a request of SBBC to the Secretary, in a time and manner as designated by SBBC or the Secretary, for

purposes of the Secretary determining SBBC's compliance with the Privacy Rule. Business Associate shall immediately notify SBBC upon receipt or notice of any and all requests by the Secretary to conduct an investigation with respect to PHI received from SBBC.

- (j) Business Associate agrees to document any and all disclosures of PHI and information related to such disclosures that are not excepted under 45 C.F.R. § 164.528(a)(1), as would be reasonably required for SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (k) Business Associate agrees to provide to SBBC or an Individual, in a time and manner designated by SBBC, information collected in accordance with paragraph (j) above, to permit SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (l) Business Associate agrees to use or disclose PHI pursuant to the request of SBBC; provided, however, that SBBC shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by SBBC.
- (m) Business Associate agrees to mitigate, to the extent practicable, any and all harmful effects that are known to Business Associate of a use or disclosure of PHI, or a Breach of Unsecured PHI, by Business Associate in violation of the requirements of this Agreement, the Privacy Rule, the Security Rule, the HITECH Act or HIPAA generally.
- (n) Business Associate shall provide SBBC with a copy of any notice of privacy practices it produces in accordance with 45 C.F.R. § 164.520, as well as any and all changes to such notice.
- (o) Business Associate, if performing a function that applies to Covered Entity, agrees to comply with the requirements that apply to the Covered Entity.

3. Permitted Uses and Disclosures of PHI by “Business Associate”.

- (a) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, SBBC as previously agreed to by the parties (the “Service Agreement”) provided that such use or disclosure would not violate the Privacy Rule if done by SBBC.
- (b) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

- (c) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if: (i) such disclosure is Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any and all instances of which it is aware that the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to SBBC as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

4. Obligations of SBBC Regarding PHI.

- (a) SBBC shall provide Business Associate with the notice of privacy practices that SBBC produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.
- (b) SBBC shall provide Business Associate with any and all changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate permitted or required uses and disclosures.
- (c) SBBC shall notify Business Associate of any and all restrictions to the use or disclosure of PHI that SBBC has agreed to in accordance with 45 C.F.R. § 164.522.
- (d) SBBC and its representatives shall be entitled with ten (10) business days prior written notice to Business Associate to audit Business Associate from time-to-time to verify Business Associate compliance with the terms of this Agreement. SBBC shall be entitled and enabled to inspect the records and other information relevant to Business Associate compliance with the terms of this Agreement. SBBC shall conduct its review during the normal business hours of Business Associate, as the case may be, and to the extent feasible without unreasonably interfering with Business Associate normal operations.

5. Security of Electronic Protected Health Information.

- (a) Business Associate has implemented policies and procedures to ensure that its receipt, maintenance, or transmission of “electronic protected health information” (as defined in 45 C.F.R. §160.103) (“ePHI”) on behalf of SBBC complies with the applicable administrative, physical, and technical safeguards required for protecting the confidentiality and integrity of ePHI under the Security Standards 45 C.F.R. Part 160 and 164 subpart C.
- (b) Business Associate agrees that it will ensure that agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality and integrity of ePHI under the Security Standards 45 C.F.R. Part 164.
- (c) Business Associate agrees to report to SBBC all Security Incidents (as defined 45 C.F.R. Part 164.304 and in accordance with applicable Florida law) of which it becomes aware. Business Associate agrees to report the Security Incident to SBBC as soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.
- (d) SBBC agrees and understands that SBBC is independently responsible for the security of ePHI in its possession or for ePHI that it receives from outside sources including “Business Associate”.

6. Compliance with EDI Rule .

Business Associate agrees that, on behalf of SBBC, it will perform all transactions for which a standard has been developed under the EDI Rule that Business Associate could reasonably be expected to perform in the ordinary course of its functions on behalf of SBBC.

Business Associate agrees that it will comply with all applicable EDI standards. Business Associate further agrees that it will use its best efforts to comply with all applicable regulatory provisions in addition to the EDI Rule and the Privacy Rule that are promulgated pursuant to the Administrative Simplification Subtitle of HIPAA.

7. Subsequent Legislative or Regulatory Changes.

Any and all amendments to the laws or regulations affecting the Privacy Rule, Security Rule, the HITECH Act, Omnibus Rule, or HIPAA in general shall be deemed to amend this Agreement to incorporate said changes without further action.

8. Amendment.

The parties agree to take any and all actions necessary to amend this Agreement from time to time so that SBBC is in compliance with the Privacy Rule, the Security Rule, the HITECH Act

and HIPAA in general. The parties may agree to amend this Agreement from time to time in any other respect that they deem appropriate. This Agreement shall not be amended except by written instrument executed by the parties.

9. Term and Termination.

- (a) **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect until such time as SBBC exercises its rights of termination under section 9(b) or 9(c) and until the requirements of Section 9(d) below are satisfied. The rights and obligations of Business Associate under Section 9(d) shall survive termination of this Agreement.
- (b) **Termination for Convenience.** This Agreement may be terminated without cause and for convenience by SBBC during the term thereof upon thirty (30) days written notice to Business Associate.
- (c) **Termination for Cause by SBBC.** Upon SBBC's knowledge of a material breach by Business Associate, SBBC shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within thirty (30) days from the date that SBBC provides notice of such breach to Business Associate, SBBC shall have the right to terminate this Agreement, the Service Agreement, or both, by providing thirty (30) days advance written notice of such termination to Business Associate.

SBBC may terminate this Agreement without penalty or recourse to SBBC if SBBC determines that Business Associate has violated a material term of this Agreement.

Upon Business Associate knowledge of a material breach by SBBC, for example, if SBBC makes illegal demands on Business Associate, Business Associate shall provide an opportunity for SBBC to cure the breach. If SBBC does not cure the breach within thirty (30) days of the date that Business Associate provides notice of such breach to SBBC, Business Associate shall have the right to terminate this Agreement, the Service Agreement, or both, by providing thirty (30) days advance written notice of such termination to Covered Entity.

- (d) **Effect of Termination.** Except as set forth in this Section 9(d), upon termination of this Agreement for any reason, at the request of SBBC, Business Associate shall return or destroy all PHI received from SBBC, or created or received by Business Associate on behalf of SBBC. Business Associate shall not retain any copies of the PHI. In the event that Business Associate determines that returning or destroying the PHI is infeasible, such as in the use of data aggregation, Business Associate shall provide to SBBC written notification of the conditions that make return or destruction infeasible. If the return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to

such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

10. Indemnification.

- (a) By SBBC: SBBC agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- (b) By Business Associate: Business Associate agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery cost, court costs and all other sums which SBBC, its agents, servants and employees must pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods, or services furnished by Business Associate, its agents, servants or employees; the equipment of Business Associate, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Business Associate agents when acting within the scope of their employment or agency, whether such claims, judgments, costs and expenses be for damages, damage to property including Business Associate property, and injury or death of any person whether employed by Business Associate, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

11. No Waiver of Sovereign Immunity.

Nothing contained herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.

12. No Third Party Beneficiaries.

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

13. Non-Discrimination.

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation.

14. Records.

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

15. Preparation of Agreement.

The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

16. Waiver.

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

17. Compliance with Laws.

Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

18. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

19. Assignment.

Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

20. Force Majeure.

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

21. Place of Performance.

All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

22. Notices.

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast 3rd Avenue
Fort Lauderdale, FL 33301

With a Copy to: Executive Director
Student Support Initiatives
1400 NW 14th Court
Fort Lauderdale, FL 33311

Privacy Officer
Risk Management Department
The School Board of Broward County, Florida
600 S.E. 3rd Avenue, 11th Floor
Ft. Lauderdale, FL 33301

To Business Associate:

Cassandra Evans
Chief Probation Officer
Florida Department of Juvenile Justice
2928A North State Road 7
Lauderdale Lakes, Florida 33313

Silvia Beebe
Circuit 17, Community Development Administrator
State of Florida Department of Children and Families
1400 West Commercial Boulevard, Room 210G
Fort Lauderdale, FL 33309

23. Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

24. Captions.

The captions, section numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

25. Authority.

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. The person signing on behalf of "Business Associate" has authority to bind "Business Associate" with respect to all provisions contained in this Agreement.

26. No Waiver of Rights, Powers and Remedies.

No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other

available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand. The terms and provisions of this Agreement may be waived, or consent for the departure there from granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.

27. Regulatory References.

A reference in this Agreement to a section in the Privacy Rule, the Security Rule, the HITECH Act, or HIPAA in general means the referenced section or its successor, and for which compliance is required.

28. Governing Law.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

29. Entire Agreement.

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. Interpretation.

Any ambiguity in this Agreement shall be interpreted in a manner that permits SBBC to comply with the Privacy Rule, Security Rule, the HITECH Act, HIPAA in general and any subsequent legislation or regulations otherwise affecting Business Associates.

IN WITNESS WHEREOF, the parties have executed this Business Associate Agreement as of the Effective Date.

FOR SBBC (COVERED ENTITY)

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams, Esq. -
kathelyn.jacques-adams@gbrowardschools.com
Reason: Interagency Agreement - Florida Department of
Juvenile Justice, Circuit 17 and Florida Department of
Children and Families
Date: 2017.10.25 10:55:32 -0400'

Office of the General Counsel

FOR DJJ (BUSINESS ASSOCIATE)

FLORIDA DEPARTMENT OF JUVENILE JUSTICE, CIRCUIT 17

[Signature]
Signature

Cassandra Evans, Chief Probation Officer
Print Name and Title

[Signature]
Witness

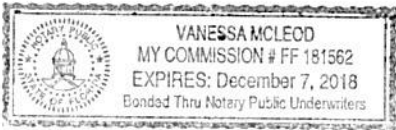
Eucadm Casey
Witness

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by CASSANDRA EVANS who is personally known to me or who produced _____ as identification and who did / did not first take an oath this 25th day of October, 2017.

My Commission Expires:
12/7/18

[Signature]
Signature – Notary Public



VANESSA MCLEOD
Notary's Printed Name

FF 181562
Notary's Commission No.

FOR DCF (BUSINESS ASSOCIATE)

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES



Signature

Silvia Beebe, Community Development Administrator
Print Name and Title



Witness



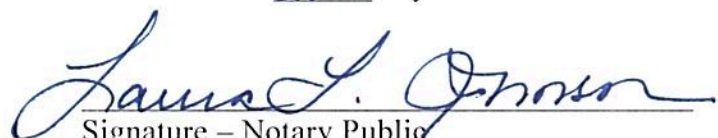
Witness

STATE OF Florida

COUNTY OF Leonard

The foregoing instrument was acknowledged before me by Silvia Beebe who is personally known to me or who produced _____ as identification and who did / did not first take an oath this 28th day of November, 2017.

My Commission Expires:
2-22-19



Signature – Notary Public

Laura L Johnson

Notary's Printed Name

FF 202267

Notary's Commission No.

EXHIBIT A

NOTIFICATION TO THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ABOUT A BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

This notification is made pursuant to Section 2(d) of the Business Associate Agreement between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA (“SBBC”) and _____ (Business Associate).

Business Associate hereby notifies SBBC that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach:

Date or date range of the breach:

Date of the discovery of the breach:

Number of individuals affected by the breach:

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code):

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

Recommended steps the individuals whose information was breached should take to protect themselves from potential harm resulting from the breach:

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address:

Email Address:

Phone Number:
