

**The School Board of Jackson County Services
for Jackson County School at Sunland
Cooperative Agreement
2024-2025**

This Cooperative Agreement shall begin on July 1, 2024, or on the date which the agreement has been signed by the last party required to sign it, whichever is later. This agreement is between The School Board of Jackson County (referred hereinafter to as the "DISTRICT") and the Florida Agency for Persons with Disabilities ("APD"), Sunland Center of Marianna (referred hereinafter to as "SUNLAND"), (hereafter individually referred to as the "Party" and collectively, the "Parties") for the purpose of providing educational services to residents of SUNLAND.

AUTHORITY TO ENTER AGREEMENT

The Agency for Persons with Disabilities, Sunland Center of Marianna, has the statutory authority to enter into this agreement with the School Board of Jackson County under Sections 1003.58(4) and 393(13), Florida Statutes (F.S.).

Whereas, this Contract is authorized pursuant to section 287.057(3)(e), F.S., which states, the following contractual services and commodities are not subject to the competitive-solicitation requirements of this section: 12. Services or commodities provided by governmental entities.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND SERVICES CONTAINED HEREIN; it is agreed between the parties as follows:

1. SCOPE OF WORK

The DISTRICT will provide an educational program pursuant to section 402.22 (6), F.S., and 1003.58 (3) F.S., for residents residing at Sunland Center. Services will be provided on site at the Sunland Center, located at 3700 Connally Drive, Marianna, FL, Monday through Friday, for instructional calendar days in accordance with the DISTRICT instructional calendar.

2. TERM

This Cooperative Agreement shall become effective July 1, 2024, or upon full execution of the Cooperative Agreement by both parties and shall remain in force until June 30, 2025.

3. DISTRICT OBLIGATIONS

The DISTRICT shall:

- A. Provide an educational program with DISTRICT approved personnel for Adults with Disabilities enrolled at Jackson County School (JCS) at SUNLAND, which education shall be consistent with Department of Education/Vocational Rehabilitation policies, state and federal rules, regulations, and statutes.
- B. Administer educational programs and supervise DISTRICT staff provided under this Cooperative Agreement.
- C. Provide appropriate instructional equipment and materials and supplies to effectively support educational program implementation.
- D. Provide resident progress reports quarterly or as needed to SUNLAND.
- E. Provide teachers or designees for classroom instruction, and for attendance of Individual Program Plan meetings, and quarterly active treatment meetings when scheduled by SUNLAND.
- F. Participate in all disaster drills as scheduled.
- G. Adhere to SUNLAND protocols for natural disaster or pandemic emergency. Provide SUNLAND with any changes the DISTRICT may institute for personnel affected by any natural disaster or pandemic.
- H. Provide a copy of the Adult Individual Educational Plans for incorporation into the Individual Program Plan to designated APD SUNLAND staff.
- I. Submit supply requests to designated SUNLAND personnel as needed.
- J. The DISTRICT will provide assistance to SUNLAND staff in implementing corrective action plans to address deficiencies of performance under this Cooperative Agreement identified by internal or external survey teams.
- K. DISTRICT employees must attend Abuse, Neglect, and Exploitation and Health Insurance Portability and Accountability Act (HIPAA) classes and any other training required by APD SUNLAND prior to resident contact.
- L. DISTRICT employees will conduct themselves in a manner which will favorably reflect upon SUNLAND. The DISTRICT shall ensure all DISTRICT employees who will have contact with SUNLAND residents meet the Level Two background screening requirements in accordance with section 393.0655 and Chapter 435 and shall notify SUNLAND administration of any DISTRICT employee assigned to SUNLAND's campus of an arrest that would disqualify them from being able to provide services to SUNLAND residents pursuant to Sections 393.0655; 435.04; and 1012.315, F.S.; State Board of Education Rule 6A-10.081 and School Board Policy 6.29 and 6.30.
- M. The DISTRICT agrees to indemnify, defend, and hold harmless SUNLAND to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

- N. Provide a day program to serve SUNLAND residents during the regular 180-day school year. This program will provide educational/pre-vocational and functional goals for SUNLAND residents to work towards during the school year through short term objectives that are implemented, recorded, and monitored by his/her teacher and the Qualified Intellectual Disabilities Professional (QIDP).
- O. The DISTRICT shall provide a list of staff and position titles for those assigned to the SUNLAND program. This list shall be provided prior to the start of school and updated if any changes are made during the year.
- P. Provide software and equipment needed to access proprietary District accounts and programs. This includes necessary switches, boosters, routers, and other items needed for accessing the District network.
- Q. Provide and maintain technology equipment for District employees to access the District network. Items such as such as laptops, desktops, ipads, tablets, and peripherals such as televisions, printers, scanners, and copiers will be supplied by the District.
- R. The District shall be responsible for entering/negotiating any contracts necessary from providers allowing for internet accessibility and be responsible for any costs incurred from said contract.
- S. The District is responsible for ensuring security measures are in place to restrict access to the internet via District devices by anyone who is not employed by the District.
- T. The DISTRICT shall comply with the state of Florida public records law; specifically, the DISTRICT shall:
 - i. Keep and maintain public records required by APD to perform the services specified in this Cooperative Agreement.
 - ii. Upon request from APD's Custodian of Public Records, the DISTRICT shall provide APD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
 - iii. The DISTRICT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Cooperative Agreement if the DISTRICT does not transfer the records to APD.
 - iv. Upon completion of the Cooperative Agreement, the DISTRICT shall transfer, at no cost, to APD all public records in possession of the DISTRICT or keep and maintain public records required by APD to perform the service. If the DISTRICT transfers

all public records to APD upon completion of the Cooperative Agreement, the DISTRICT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the DISTRICT keeps and maintains public records upon completion of the Cooperative Agreement, the DISTRICT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to APD, upon request from APD's Custodian of Public Records, in a format that is compatible with the information technology systems of APD.

- v. A request to inspect or copy public records relating to the APD Cooperative Agreement must be made directly to APD. If APD does not possess the requested records, APD shall immediately notify the DISTRICT of the request, and the DISTRICT must provide the records to APD or allow the records to be inspected or copied within a reasonable time.
- vi. If the DISTRICT does not comply with APD's request for records, APD shall enforce the provisions in accordance with the Cooperative Agreement.
- vii. If the DISTRICT fails to provide the public records to APD within a reasonable time, the DISTRICT may be subject to penalties under section 119.10, F.S.
- viii. If a civil action is filed against the DISTRICT to compel the production of public records relating to the Cooperative Agreement, the court shall assess and award against the DISTRICT the reasonable costs of enforcement, including reasonable attorney fees, if (i) the court determines that the DISTRICT unlawfully refused to comply with the public records request within a reasonable time; and (ii) at least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the DISTRICT has not complied with the request, to APD and to the DISTRICT. A DISTRICT who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.
- ix. If the DISTRICT has questions regarding the application of Chapter 119, F.S., to the DISTRICT's duty to provide public records relating to this Cooperative Agreement, contact the Custodian of Public Records at:

Agency's Public Records Coordination Office Agency for Persons
with Disabilities
4030 Esplanade Way, Suite 335
Tallahassee, FL 32399-0950
850-412-0078
publicrecords@apdcares.org

4. SUNLAND OBLIGATIONS

- A. Provide classrooms and other designated space to carry out the educational component of this Cooperative Agreement: Classrooms and other designated space will be made available for enrolled SUNLAND residents.
- B. Provide information and resources addressing any natural disaster or pandemic in a timely manner.
- C. Provide training to DISTRICT personnel prior to client contact on SUNLAND policies and procedures that are needed to support the educational program and maintain SUNLAND's compliance with its administering agency, the Agency for Health Care Administration (AHCA) and provide other training as necessary to comply with APD guidelines.
- D. Ensure residents are transported or escorted to designated classrooms.
- E. Provide access to any recreation facilities and services on a pre-arranged basis.
- F. Provide routine custodial services, maintenance, and repairs within available resources of buildings used under this Cooperative Agreement pursuant to Section 1003.58(1), F.S.
- G. Notify the District administrative personnel of resident changes to supervision status (e.g., one-to-one (1:1) or Constant Visual Observation (CVO)).
- H. Provide staff to assist with integrating SUNLAND residents into group settings and other special programs to support improved functional behaviors to include continuous supervision of residents whose behavior plan includes 1:1, CVO or other specific supervision requirements as indicated in the Individual Program Plan/Active Treatment Plan.
- I. Provide the DISTRICT with Individual Program Plan and Active Treatment Schedules for all residents enrolled in JCS at Sunland at the beginning of the school year and as they are updated.
- J. Provide copies of Individual Program Plans of all SUNLAND residents enrolled in JCS At SUNLAND within 10 school days of enrolling in the educational program operated under this Cooperative Agreement. It is understood that these records are confidential pursuant to Section 393.13(4)(i), F.S. No part of these Individual Program Plans may be released unless waived by the resident, if competent, or the resident's parent or legal guardian, if the resident is incompetent, pursuant to Section 393.13(4)(i)(a), F.S.; however, Individual Program Plans may be made available for review under this Cooperative Agreement to DISTRICT personnel as employees of a governmental agency as an aid to the residents. No DISTRICT representative may divulge any of this confidential information or otherwise copy it.
- K. Provide non-educational supplies used by the educational program for SUNLAND residents and DISTRICT personnel.

- L. Maintain records of all safety evaluation and emergency drills, for each facility used, to implement the educational program under this Cooperative Agreement; and provide copies of each report to the Jackson County School District Adult with Disabilities Administrator and make corrections as needed and required by Federal and State Standards.
- M. SUNLAND agrees to indemnify, defend, and hold harmless the DISTRICT to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.
- N. Provide necessary Personal Protective Equipment (PPE) and safety equipment where educational programs are implemented to include Cardiopulmonary Resuscitation (CPR) bag valve mask, and gloves.
- O. Conduct quality assurance monitoring of the DISTRICT during internal surveys of SUNLAND residents enrolled in the Jackson County School at SUNLAND program and provide the DISTRICT with a report of the monitoring visit.
- P. Provide, install, and maintain network infrastructure (wiring, computer drops, cable, etc.) needed to facilitate connection from the main building to all other buildings identified for use by the District, whether by line-of-sight device or hard wired as agreed upon by both the District and Sunland.
- Q. Sunland agrees to provide television cable service to identified classrooms for use by the District. The contract and cost of providing this service will be incurred by and is the responsibility of Sunland.
- R. SUNLAND shall comply with the state of Florida public records law; specifically, SUNLAND shall:
 - i. Keep and maintain public records required by the DISTRICT to perform the services specified in this Cooperative Agreement.
 - ii. Upon request from the DISTRICT's Custodian of Public Records, SUNLAND shall provide the DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
 - iii. SUNLAND shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Cooperative Agreement if SUNLAND does not transfer the records to the DISTRICT.
 - iv. Upon completion of the Cooperative Agreement, SUNLAND shall transfer, at no cost, to the DISTRICT all public records in

possession of SUNLAND or keep and maintain public records required by the DISTRICT to perform the service. If SUNLAND transfers all public records to the DISTRICT upon completion of the Cooperative Agreement, SUNLAND shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUNLAND keeps and maintains public records upon completion of the Cooperative Agreement, SUNLAND shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT, upon request from the DISTRICT's Custodian of Public Records, in a format that is compatible with the information technology systems of the DISTRICT.

- v. A request to inspect or copy public records relating to the Cooperative Agreement must be made directly to the DISTRICT. If the DISTRICT does not possess the requested records, the DISTRICT shall immediately notify SUNLAND of the request, and SUNLAND must provide the records to the DISTRICT or allow the records to be inspected or copied within a reasonable time.
- vi. If SUNLAND does not comply with the DISTRICT's request for records, the DISTRICT shall enforce the provisions in accordance with the Cooperative Agreement.
- vii. If SUNLAND fails to provide the public records to the DISTRICT within a reasonable time, SUNLAND may be subject to penalties under section 119.10, F.S.
- viii. If a civil action is filed against SUNLAND to compel the production of public records relating to the Cooperative Agreement, the court shall assess and award against SUNLAND the reasonable costs of enforcement, including reasonable attorney fees, if (i) the court determines that SUNLAND unlawfully refused to comply with the public records request within a reasonable time; and (ii) at least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that SUNLAND has not complied with the request, to the DISTRICT and to SUNLAND. A DISTRICT who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.
- ix. If SUNLAND has questions regarding the application of Chapter 119, F.S., to SUNLAND's duty to provide public records relating to this Cooperative Agreement, Contact the

Custodian of Public Records at:
Administrator of Adults with Disabilities
Jackson County School Board
P.O. Box 5958
Marianna, FL 32447-5958
850-482-9617 x31223
chris.franklin@jcsb.org

5. DISTRICT AND SUNLAND OBLIGATIONS

- A. Assure the implementation of the Cooperative Agreement.
- B. Identify appropriate policies and procedures to be utilized by DISTRICT and SUNLAND personnel who are involved in the daily implementation of the educational program through this Cooperative Agreement.
- C. Determine the availability of appropriate SUNLAND and DISTRICT furnishings and equipment for the educational program operated under this Cooperative Agreement.
- D. Notify SUNLAND and DISTRICT administrative personnel of any changes in resident or District employee status.
- E. Provide timely reports of significant behavior problems of residents.
- F. Coordinate scheduling of Individual Program Plans and Adult Individual Education Plans, including the coordination of other meetings and mailings, where possible, with parents or guardians of residents in a manner that encourages a sharing of information of both programs.
- G. Determine the scheduled hours the residents will be in the educational program each day. Post the schedule to all areas within one week of classes starting and notify all areas of scheduling changes as they occur.
- H. Complete all paperwork necessary for staff or residents as requested or required by SUNLAND or the DISTRICT.
- I. Implement appropriate cyber security measures for protections for both Sunland and District.
- J. Sunland and the District will meet to discuss and resolve any issues that are not already addressed in this agreement.
- K. SUNLAND and the DISTRICT agree to abide by the Jackson County School District handbook and SUNLAND policies and guidelines, which shall be available in the Jackson County School and SUNLAND offices.
- L. It is understood and agreed by both the DISTRICT and by SUNLAND that communication and directives should flow from the DISTRICT administrator of the educational program or their designee to the Superintendent of SUNLAND or their designee and vice versa. The DISTRICT administrator of the educational program and the personnel they supervise do not have authority to give directives to SUNLAND employees, nor does the SUNLAND Superintendent and the personnel they supervise have authority to give directives to a DISTRICT employee.

6. ENROLLMENT, WITHDRAWAL, and SUSPENSION GUIDELINES

Sunland and/or the District may refer any resident to the program for potential enrollment once interest to participate has been determined. A Special Active Treatment Meeting (SATM) shall be held between Sunland

and the District to determine eligibility.

The DISTRICT and SUNLAND agree that this program is limited to SUNLAND residents who have been certified eligible by APD and by the DISTRICT.

SUNLAND and the DISTRICT will mutually resolve any enrollment eligibility issues that may arise regarding resident participation in the Jackson County School at SUNLAND program.

Withdrawal of any enrolled resident shall occur only after a SATM is convened, which may be requested by either the DISTRICT or SUNLAND. Interfacility resident transfers will remain enrolled in the program until withdrawal requirements are met.

The DISTRICT may temporarily suspend attendance after notice is sent to the Qualified Intellectual Disabilities Professional (QIDP). Once notice of suspension of a resident is given, a SATM shall be held within 3 business days. Enrolled residents will remain enrolled in the JCS at SUNLAND program until the SATM is conducted, and a resolution has been determined.

Any resident shall automatically be withdrawn from the program upon death or discharge from Sunland.

7. INSPECTION AND AUDIT

The DISTRICT or SUNLAND, their respective auditors and representatives, and auditors and representatives of the state education department shall have the right to examine and inspect the books and records of either party at any time. SUNLAND and the DISTRICT shall cooperate with any and all reasonable requests to inspect records. Pursuant to section 20.055(5), F.S., the Parties both understand and shall comply with the duty to cooperate with each Party's respective Inspector General in any investigation, audit, inspection, review, or hearing.

The DISTRICT and SUNLAND may conduct on-site quality assurance reviews of services periodically to determine if the items set forth in this Cooperative Agreement are being implemented. The DISTRICT and SUNLAND may request copies of any review. All requests for verification documentation will be provided by the DISTRICT or SUNLAND within ten

(10) working days of request.

8. REQUIRED DOCUMENTS

The DISTRICT and SUNLAND shall provide the following required documents when the Cooperative Agreement is submitted for DISTRICT approval:

- A. DISTRICT reports identified during negotiation itemized in this section that are referenced in Attachment 1 to this Cooperative Agreement.
- B. SUNLAND reports identified during negotiation itemized in this section that are referenced in Attachment 1 to this Cooperative Agreement.

9. E-Verify

Pursuant to State of Florida Executive Order Number 11-116, SUNLAND and the DISTRICT each agree to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of their respective new employees hired during the term of this Cooperative Agreement. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <<http://www.dhs.gov/E-Verify>>.

Evidence of the use of the E-Verify system shall be maintained in the employee's personnel file.

10. TERMINATION

To terminate this Cooperative Agreement, either party shall give 30 calendar day written notice as provided herein prior to the date of termination. An explanation of the reason for terminating Cooperative Agreement must be included in the written notice. If both parties are unable to resolve issue(s) brought forth in the notice to terminate within the 30 days, this Cooperative Agreement will terminate automatically.

11. MODIFICATIONS AND AMENDMENTS

This Cooperative Agreement may be modified or amended only by a written document signed by authorized representatives of the DISTRICT and SUNLAND.

Once an addendum and extension are entered into, all portions of the Original Cooperative Agreement shall remain in force unless there is conflict in language. In any area of conflict, language in the addendum and extension shall take precedence.

12. WAIVER

Any party's failure to enforce any provision of this Cooperative Agreement shall not be deemed a waiver of such provision or modification of this Cooperative Agreement. Any waiver of any breach of a provision of this Cooperative 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 Cooperative Agreement.

13. DISTRICT DELIVERABLES

Provide an educational program for SUNLAND residents during the school year through the short-term objectives that are monitored by a teacher.

14. ENTIRE COOPERATIVE AGREEMENT

The above documentation and the attachment which follows constitutes the entire Agreement between DISTRICT and SUNLAND.

**The School Board of Jackson County
Services for Jackson County School at Sunland Cooperative
Agreement**

Each party signing this Cooperative Agreement on behalf of either party individually warrants that they have legal power to execute the Cooperative Agreement on behalf of the party for whom they are signing and to bond and obligate such party with respect to all provisions contained in the Cooperative Agreement.

DISTRICT:

Board (DISTRICT) Chairperson: Signature/Printed Name/Date

Superintendent (DISTRICT) Signature/Printed Name/Date

The School Board of Jackson County: 2903 Jefferson Street, Marianna, FL 32446

SUNLAND:

Superintendent (SUNLAND) Signature/Printed Name/Date

Sunland Center of Marianna: 3700 Williams Drive, Marianna, FL 32446



**ATTACHMENT
TO
CONTRACT #LIM07
BUSINESS ASSOCIATE AGREEMENT
BETWEEN**

**FLORIDA AGENCY FOR PERSONS WITH DISABILITIES ("AGENCY")
AND THE SCHOOL BOARD OF JACKSON COUNTY ("PROVIDER")**

This Business Associate Agreement ("Agreement") is made by and between Covered Entity, the Florida Agency for Persons with Disabilities ("Agency" or "Covered Entity") and Business Associate, THE SCHOOL BOARD OF JACKSON COUNTY, ("Provider" or "Business Associate") to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPM"), 45 CFR Parts 160, 162, and 164, as well as other applicable federal and state confidentiality laws.

RECITALS

WHEREAS, Business Associate will provide certain services to or on behalf of the Agency. In providing such services, Business Associate may receive from the Agency, and/or may maintain, create, or transmit information on behalf of the Agency that contains protected health information ("PHI") or electronic protected health information ("E-PHI") (both defined below), as collectively referred to herein as "PHI" or "protected health information."

WHEREAS, each party separately acknowledges and agrees that PHI, whether electronic, written, or in oral form shall be safeguarded and any access, use, or disclosure of such information that is created, received, maintained, and/or transmitted between the Agency and the Business Associate, or on behalf of the Agency by Business Associate, shall comply with the requirements of the HIPM rules.

WHEREAS, the HIPAA rules require that the Agency receive adequate assurances that Business Associate will use appropriate administrative, technical, and physical safeguards to protect the confidentiality of PHI, as shared within the course of providing services to or on behalf of the Agency.

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

1. Definitions. The definition of the terms contained in this Agreement shall have the same meaning and effect as those terms contained in the HIPAA rules, 45 CFR Parts 160, 162, and 164. In the event of any inconsistency between the provisions of this Agreement and mandatory provisions of the HIPM rules, the HIPM rules shall control.

- 1.1. "Business Associate" has the same meaning as the term "Business Associate" which is defined in 45 CFR § 160.103.
 - 1.2. "Covered Entity" has the same meaning as the term "Covered Entity" which is defined in 45 CFR § 160.103, and in this Agreement means the Florida Agency for Persons with Disabilities ("Agency").
 - 1.3. "HIPAA Rules" means the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), as set forth in 45 CFR Parts 160, 162, and 164.
 - 1.4. "Breach" means the unauthorized acquisition, access, use, or disclosure of PHI under the HIPAA rules which compromises the confidentiality of the PHI. 45 CFR §164.402.
 - 1.5. "Protected Health Information or (PHI)" means individually identifiable health information that is: transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium relating to past, present, or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual. ("Electronic PHI" or "E-PHI" means information transmitted by or maintained in electronic media).
 - 1.6. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. 45 CFR § 164.304.
 - 1.7. "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of technology or methodology specified by the Secretary of the U.S Department of Health and Human Services in the guidance issues under section 13402(h)(2) of Public Law 111-5. 45 CFR § 164.402.
2. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of the Agency, the Agency shall only disclose PHI to Business Associate for the stated purposes referenced in Contract #LIM07 and shall limit disclosure to the minimum necessary information to accomplish the intended purpose referenced in Contract #LIM07.
 3. Disclosure to Third Parties, Agents, and Subcontractors. Business Associate shall not divulge, disclose, or communicate any PHI to any third party which does not comport with this Agreement without prior written approval from the Agency. Prior to the Business Associate disclosing any PHI received from the Agency or created or received by Business Associate on behalf of the Agency, to any agent or subcontractor, if applicable, Business Associate shall require its agent or subcontractor to enter into a written contract that fully complies with the terms and conditions of this Agreement and the requirements of 45 CFR § 164.314(a). Business Associate acknowledges and agrees that it shall be responsible to the Agency for any acts, failures or omissions of its agents or subcontractors in providing the services as if they were the Business Associate's own acts, failures or omissions, to the extent permitted by law.

4. Business Associate Responsibilities. Business Associate may only access, use, or disclose the minimum necessary PHI needed to accomplish the intended functions, services, or activities on behalf of the Agency. Business Associate shall comply with the following requirements:
 - 4.1. Business Associate acknowledges and agrees that it must review, understand, and comply with applicable federal and state confidentiality and security laws; specifically, the provisions of the HIPAA rules at 45 CFR Parts 160, 162, and 164, Fla. Stat. § 501.171, as well as any applicable amendments.
 - 4.2. Business Associate shall familiarize its workforce members with the requirements of this Agreement, shall provide HIPAA training to any member of its workforce that is authorized to access, use, or disclose PHI, and shall develop and implement a sanctions policy in accordance with 45 CFR 164.530(e) for any workforce member, agent, or subcontractor who violates this Agreement or the requirements of HIPAA.
 - 4.3. Business Associate shall not use or disclose PHI other than as permitted or required by the Agency or as required by federal or state law.
 - 4.4. Business Associate will implement and maintain appropriate administrative, technical, and physical safeguards that protect the confidentiality, integrity, and privacy of PHI which Business Associate receives, creates, maintains, or transmits on behalf of the Agency.
 - 4.5. Use appropriate safeguards and comply, where applicable, with Subpart C of 45 CFR Part 164 regarding electronic PHI, to prevent the access, use, or disclosure of PHI for any purpose not in conformity with the functions, service, or activities provided on behalf of the Agency, this Agreement, or federal or state law.
 - 4.6. Business Associate shall make a good faith effort to identify any access, use, or disclosure of PHI that is not authorized under this Agreement nor permitted under the HIPAA rules and report the same to the Agency, including breaches by Business Associate or its subcontractor of unsecured PHI, per 45 CFR §164.410, and any security incidents.
 - 4.6.1. Notice to the Covered Entity. Business Associate will report to the Agency, within twenty-four (24) hours of discovery, any access, use, or disclosure of PHI that is not authorized under this Agreement nor permitted under the HIPAA rules of which Business Associate becomes aware. Business Associate acknowledges and agrees that its failure and/or refusal to comply with the reporting requirements set forth in this paragraph shall be a material violation of this Agreement. The requisite notice shall, to the extent possible, include the full name of each individual whose unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, used, or disclosed during the incident; as well as, Business Associate's written risk assessment which shall provide a brief description of what happened, including the date of the breach and the date of discovery of the breach, a description of the types of unsecured PHI that were involved in the breach (such as whether full name, social security number, date of birth,

home address, account number, diagnosis, disability code, or other types of information were involved), as well as a description of what steps Business Associate is taking to investigate the breach, to mitigate harm to individuals, and to protect against further breaches.

4.6.2. Notice to Individuals, Media, Secretary of Health and Human Services and the Florida Department of Legal Affairs. Upon discovering a breach of PHI, Business Associate shall first notify the Agency regarding the pertinent details of the incident / breach; thereafter, upon the approval of the Agency, Business Associate shall notify each individual whose unsecured PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired, used, or disclosed as a result of such breach, the media, the Secretary of the U.S. Department of Health and Human Services, and/or the Florida Department of Legal Affairs, as follows:

4.6.2.1. Content of Notices (Generally). Breach notification letters to individuals shall be sent by first-class mail, certified mail, return receipt requested, to the individual at the last known address of the individual. If the individual agrees to electronic notice and such agreement has not been withdrawn, by electronic mail. The notification shall be provided in one or more mailings as information is available. If Agency knows that the individual is deceased and has the address of the next of kin or personal representative of the individual, written notification by first-class mail, certified mail, return receipt requested, to the next of kin or person representative shall be carried out. If there is insufficient or out-of-date contact information that precludes direct written or electronic notification, a substitute form of notice reasonably calculated to reach the individual shall be provided. If there is insufficient or out-of-date contact information for fewer than 10 individuals, then the substitute notice may be provided by an alternative form of written notice, by telephone, or by other means. If there is insufficient or out-of-date contact information for 10 or more individuals, then the substitute notice shall be in the form of either a conspicuous posting for a period of 90 days on the home page of Agency's website, or a conspicuous notice in major print or broadcast media in the geographic areas where the individuals affected by the breach likely reside. The notice shall include a toll-free number that remains active for at least 90 days where an individual can learn whether his or her PHI may have been included in the breach.

4.6.2.2. For Breaches Involving 500 or Less Individuals. If Business Associate discovers a breach of unsecured PHI that involves 500 or less affected individuals, Business Associate shall first notify the Agency regarding the pertinent details of the incident / breach as called for in section 4.6.1; thereafter, after the approval of the Agency, Business Associate shall provide *timely notice* to affected individuals in accordance with 45 CFR § 164.404 and Fla. Stat. § 501.171, within thirty (30) calendar days. Business Associate shall maintain a log or other documentation of such breaches and, not later than sixty (60) days after the end of each calendar year, provide notice to the Secretary of the U.S. Department of Health and Human Services in accordance

with 45 CFR § 164.408(c) and shall contemporaneously submit copies of such notices to the Agency.

4.6.2.3. For Breaches Involving 500 or More Individuals. If Business Associate discovers a breach of unsecured PHI that involves 500 or more affected individuals, Business Associate shall first notify the Agency regarding the pertinent details of the incident / breach as called for in section 4.6.1; thereafter, after the approval of the Agency, Business Associate shall provide timely notice to affected individuals in accordance with 45 CFR § 164.404 and Fla. Stat. § 501.171, within thirty (30) calendar days; provide timely notice to prominent media outlets in accordance with 45 CFR § 164.406; provide timely notice to the Florida Department of Legal Affairs by no later than thirty (30) calendar days from the date of discovering the breach pursuant to the requirements of Fla. Stat. § 501.171(3)(b); and, assist the Agency in providing timely notice to the Secretary of the U.S. Department of Health and Human Services by no later than sixty (60) calendar days from the date of discovering the breach pursuant to 45 CFR § 164.408(b).

- 4.7. In accordance with 45 CFR § 164.502(e)(1)(ii) and § 164.308(b)(2), if applicable, ensure that every agent or subcontractor of Business Associate that creates, receives, maintains, or transmits PHI on behalf of Business Associate, for the benefit of the Agency, executes a written agreement requiring the agent or subcontractor to agree to the same restrictions, conditions, and requirements that apply to Business Associate.
- 4.8. Business Associate shall make PHI, in a designated record set, available to an individual via the Agency, as necessary, to satisfy the requirements of 45 CFR § 164.524. More specifically, within ten (10) calendar days of a request by an individual for his or her right of access to PHI contained in a designated record set, Business Associate shall forward any individual requests to the Agency to fulfill such requests.
- 4.9. Business Associate shall make any amendment(s) to PHI, in a designated record set, as directed or agreed upon by the Agency pursuant to 45 CFR § 164.526 or take other measures as necessary to satisfy the Agency's obligations.
- 4.10. Business Associate shall maintain and make available the information required to provide an accounting of disclosures to the Agency pursuant to the requirements of 45 CFR § 164.528. Business Associate shall document all disclosures of PHI as needed for the Agency to respond to a request for an accounting of disclosures. Within ten (10) calendar days of making a disclosure of PHI, other than disclosures excepted under 45 CFR § 164.528(a), Business Associate shall provide the Agency with a written report of such disclosures to the Agency for the Agency to fulfill such requests. At a minimum, Business Associate shall provide the following information for each disclosure: (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure

- that reasonably informs the individual of the basis for the disclosure or, in lieu of such statement, a copy of a written request for a disclosure under §164.502(a)(2)(ii) or §164.512, if any. Such information must be maintained by Business Associate and its agents and subcontractors for a period of six (6) years from the date of each disclosure.
- 4.11. To the extent Business Associate is to carry out one or more of the Agency's obligations under Subpart E of 45 CFR 164, it shall comply with the requirements of Subpart E that apply to the Agency in the performance of such obligation(s). 45 CFR§ 164.504.
 - 4.12. Make its internal practices, books, records relating to the access, use, and disclosures of PHI received from, or created or received by Business Associate on behalf of, the Agency available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA rules. 45 CFR § 164.504.
 - 4.13. Business Associate agrees to notify Agency within five (5) calendar days of Business Associate's receipt of any request, subpoena, or judicial or administrative order to disclose PHI. If the Agency decides to challenge the validity of such request, subpoena or order, Business Associate agrees to cooperate with Agency in such challenge.
 - 4.14. Business Associate shall provide information and training to members of Business Associate's workforce regarding the requirements of the HIPAA privacy and security rules as well as the specific requirements of this Agreement.
 - 4.15. Business Associate acknowledges and agrees that it must immediately notify the Agency's HIPAA Privacy Official regarding any incidents in which PHI is accessed, used, or disclosed for a purpose that is not authorized under this Agreement or the HIPAA rules.
5. Use and Disclosure of Information for Management, Administration, and/or Legal Responsibilities. Business Associate may not use or disclose PHI in a manner that violates the HIPAA rules, if done by the Agency, or that exceeds the permitted uses set forth in this Agreement. Notwithstanding, in accordance with 45 CFR § 164.504(e)(4), the Agency acknowledges that Business Associate is permitted to use and disclose PHI received from the Agency for the proper management and administration of the Business Associate and to carry out the legal responsibilities of Business Associate to the extent that such disclosures are required by law or Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that: (1) the PHI will be held confidentially; (2) the PHI will be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person; and (3) the person notifies Business Associate of any instance of which it is aware in which the confidentiality of the PHI has been breached.
 6. Prohibited Uses. Unless specifically stated in the "Purposes for which PHI May Be Disclosed to Business Associate" section of this Agreement, Business Associate, nor any of its officers, employees, subcontractors, or agents shall not access, use, or disclose any PHI for the purposes of marketing, fundraising, or selling PHI.

7. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effects that arises from the unauthorized access, use, or disclosure of PHI by Business Associate in violation of the requirements of this Agreement and the HIPAA rules.
8. Indemnification. Business Associate shall indemnify and hold harmless the Agency from and against any and all losses, costs, expenses, or damages that Agency sustains as a result of, or arising out of a breach of this Agreement or the HIPAA rules by Business Associate or any of its agents or subcontractors.
9. Term and Termination.
 - 9.1. Term. The Term of this Agreement shall be effective upon both parties executing this Agreement and will continue until such *time* as the main underlying agreement has been concluded or terminated via the terms and conditions of this Agreement.
 - 9.2. Termination Without Cause. Either party may terminate this Agreement without cause upon no less than thirty (30) calendar days' written notice to the other party unless a lesser time is mutually agreed upon, in writing, by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
 - 9.3. Termination for Cause. If the Agency determines that Business Associate has violated a material term of this Agreement, the Agency may terminate this Agreement upon twenty-four (24) hours written notice to Business Associate.
 - 9.4. Obligations of Business Associate Upon Termination. Upon termination of the contract, if feasible, Business Associate shall return all PHI received from, or created, or received by Business Associate on behalf of the Agency that Business Associate still maintains in any form, including any copies or hybrid or merged databases made by Business Associate. Business Associate shall not retain any paper or electronic copies of the PHI unless approved, in writing, by the Agency. If the Agency provides Business Associate with written authorization to destroy the PHI, Business Associate must properly dispose of the PHI to ensure the PHI is no longer accessible and provide the Agency with written confirmation of such destruction of the PHI. If the return or destruction of the PHI is determined infeasible by the Agency, Business Associate shall continue to extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
10. Survival. Business Associate's obligations under paragraph 9.4 shall survive the termination of this Agreement.
11. Relationship of the Parties. None of the provisions of this Agreement are to be construed as creating any agency relationship (as defined under the Federal common law of agency) between the parties.
12. Interpretation. Each party acknowledges and agrees that it entered into this Agreement with the intention of complying with the requirements of HIPAA as well as

other applicable federal and state confidentiality laws. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA rules.

- 13. Severability. In the event that any term or provision of this Agreement is legally determined to be unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect and such term or provision shall be stricken.
- 14. Regulatory References. Any reference in this Agreement to any statutory or regulatory authority means that which is currently in effect as well as any future amendments.
- 15. Amendments. This Agreement may not be modified or amended except in a writing duly executed by authorized representatives of both parties. The parties agree to amend this Agreement to the extent necessary to allow each party to comply with the standards and requirements of HIPAA, the HITECH Act, as well as other applicable federal and state laws relating to the security and confidentiality of PHI and/or personal information.
- 16. Waiver. Either party's failure to enforce any provision of this Agreement shall not, in any way, be construed as a waiver of such provision or prevent that party from enforcing it and every other provision of this Agreement.
- 17. Miscellaneous. If the Agency determines that Business Associate is not performing its duties under the terms and conditions of this Agreement, the Agency may, at its sole discretion, allow Business Associate a period of time to cure its deficiencies to achieve compliance.

BY SIGNING THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THEY HAVE READ AND AGREE TO THE ENTIRE AGREEMENT. IN WITNESS THEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR UNDERSIGNED OFFICIALS AS DULY AUTHORIZED.

**THE SCHOOL BOARD
OF JACKSON COUNTY**

**FLORIDA AGENCY FOR PERSONS
WITH DISABILITIES**

Signature/Date

Signature/Date

Printed Name

KIM BARNES

Printed Name

CHAIRMAN OF THE BOARD
Title

SUPERINTENDENT
Title