

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$0*	\$0*	\$0*	\$0*	
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No
Does this item include the use of federal funds? Yes No

Budget Account Exp No: _____
Fund Dept Unit Obj
Rev No: _____
Fund Dept Unit Obj

B. Recommended Sources of Funds/Summary of Fiscal Impact:

*There is no fiscal impact associated with this item.

Departmental Fiscal Review: *Monica Davis*
M

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Paleybaev
OFMB *7/12/21*
Jackson 7/12/21

Dr. S. Jarollet *7/12/21*
Contract Development & Control
7-12-21 TW

B. Legal Sufficiency:
Delene C. Steind *7-13-21*
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

BEHAVIORAL HEALTH AGREEMENT
BETWEEN

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
AND

PALM BEACH COUNTY

This Agreement is made and entered into on the 19th day of May 2021 by and between the School Board of Palm Beach County, Florida, a Florida body corporate and politic, hereinafter referred to as the "School Board" and "Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners and whose address is Youth Services Department, 50 South Military Trail, Suite 203, West Palm Beach, FL33415 hereinafter referred to as "COUNTY".

WHEREAS, eligible students will benefit from a behavioral health agreement between the School Board and COUNTY relating to COUNTY's provision of the following services to students enrolled as home schooled or attending public or charter schools in Palm Beach County: assessment, diagnosis, intervention and treatment of behavioral health issues, child and family therapy, Cognitive Behavioral Therapy, family counseling, group counseling and group therapy, individual and family counseling and therapy, play therapy, linkage to community resources, mentoring, psychological testing, skill building curriculum and trauma informed care in support of Tier 1, 2, or 3 interventions of the School Based Team/Multi-Tiered System of Support (MTSS) processes, and the District's mental health plan, and;

WHEREAS, the Agency certifies to the School Board that it is a funded provider of the above referenced services; and,

WHEREAS, the School Board and the COUNTY will mutually identify the sites for the provision of school based services for students in alignment with the prevention, intervention and treatment elements of the mental health plan; and,

WHEREAS, services provided by the COUNTY offered to students and their families will be in accordance with the mental health plan and shall not conflict with the student's Individualized Educational Plan or substantially reduce the duration of services in Exceptional Student Education classes, if appropriate.

WITNESSETH

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as hereinabove specified and as follows:

I. GENERAL TERMS – MUTUAL RESPONSIBILITIES

A. Recitals: The Parties agree that the foregoing recitals are true and correct and are incorporated herein by this reference as if set forth at length herein.

B. Term: The term of this Agreement shall commence on the 1st day of July 2021 and terminate on the 30th day of June 2024 contingent upon yearly review by the Superintendent or designee on or before June 30th and favorable annual review of services through the web-based Caring First Application by the School District's Department of Behavioral and Mental Health unless otherwise terminated in accordance with any provisions of this Agreement.

Termination: This Agreement may be terminated for any reason or no reason at all, by either party at any given time upon giving of not less than 30-days written notice to the other party.

C. Indemnity: Each of the parties to this Agreement recognize their respective liability for certain tortious acts of their agents, officers, employees and invitees, and agree to be responsible respectively for all claims, liability, losses, and/or causes of action that may arise from any of its negligent acts or omissions due to the acts of its agents, servants, or employees to the extent and limits provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of Sovereign Immunity, provided, however, each party acknowledges and it is expressly understood that the foregoing shall not constitute: (i) an agreement by any party hereto to indemnify the other; (ii) a waiver of sovereign immunity; (iii) a waiver of any right or defense that each party hereto has under Section 768.28, Florida Statute, or any other statute; nor (iv) as consent to be sued by third parties.

D. Independent Agency: The COUNTY shall perform the conditions of its Agreement as an independent contractor with all licensure, as appropriate, and nothing contained herein shall be construed to be inconsistent with this relationship or status. The COUNTY and its officers, agents or employees, may not, under any circumstances, hold themselves out to anyone as being officers or employees of the School Board. Neither the COUNTY nor its board, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the School Board are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits as a result of the COUNTY's performance of this Agreement.

E. Confidentiality: Pursuant to School Board Policy relating to student records, receipt of which is acknowledged by the COUNTY's signature below, the COUNTY agrees to maintain confidentiality of student records, as required by School Board Policy, federal and state laws, including but not limited to, Fla. Stat. § 1002.22 State Board of Education Rule 6-A1.0955 U.S.C. 1232g ("FERPA"), and 34 C.F.R. Part 99, and to:

- Comply with the requirements of Fla. Admin. Code Rule 6A-1.0955(6)(g), that student information shall not be disclosed by the COUNTY in any form to any party other than appropriate school officials or the COUNTY's employees/agents to the extent allowed herein without the prior written consent of the student of legal age as provided for in School Board Policy 5.072 or the parent/guardian, as appropriate; and
- Maintain any confidential student information in secure data processing facilities or in securely locked cabinets, and the Party shall monitor the security and safekeeping of the confidential data; and
- Ensure that any electronic data that it receives from or collects on behalf of the School Board that will be stored in the cloud or in a data center, will be maintained and stored within the continental United States in a location that has appropriate infrastructure and security obligations and practices (business continuity, encryption, firewalls, physical security, etc.) that will minimize privacy or security breaches or the likelihood that the data will be at risk of being compromised. The COUNTY shall ensure that the School Board's data will be accessed by the COUNTY's employees, subcontractors, or agents who have a legitimate basis for accessing such data; and,
- Dispose of all information disclosed to it by the School Board (and any copies thereof), after the purpose for which the information is disclosed has been served, the student has graduated or left the School District, or five years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes.

Confidentiality of Student Information: The COUNTY is subject to all School Board obligations relating to compliance with student records confidentiality laws. By signing this Agreement, the COUNTY acknowledges and agrees to comply with the Family Rights and Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records.

The COUNTY will receive student information. Since parental consent will not be obtained and the COUNTY has a legitimate educational interest in the information, the COUNTY shall hereby be deemed a "school official" in accordance with School Board Policy 5.50 and shall enter into the Addendum concerning student information (PBSD 2220) which is attached and incorporated herein as Exhibit A.

F. Compliance with Laws: The COUNTY hereby agrees that it now complies and shall continue to comply as long as this Agreement is in effect, with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, the American with Disabilities Act, Section 504 of the Rehabilitative Act of 1973, and the Individuals with Disabilities Education Act, as amended.

G. Assignments and Subcontracts: The COUNTY shall neither assign the responsibility of this Agreement to another party nor subcontract for any of the services contemplated under this Agreement.

H. Governing Laws: This Agreement shall be governed by the Laws of the State of Florida. In the event of litigation between the parties to this Agreement, exclusive venue shall lie in Palm Beach County, Florida.

I. Amendment or Modification: This Agreement may be amended or modified in writing by the School Board or the COUNTY as deemed necessary, with the prior consent of the other party. The effective date of the amended Agreement is contingent on mutual consent, given in writing by both parties after written notice of amendments. If any provisions of this Agreement are found to be in violation of local, state, or federal rule, law or regulation, this Agreement shall be modified to comply with such law, rule or regulation. In the event any portion of the Agreement is declared invalid, the remainder of the Agreement shall remain in force.

J. Compliance with Law: The COUNTY shall at all times comply with applicable local, state and federal law, rules and regulations, including standards for health and safety of the student.

K. Notice: Notice under this Agreement may be given to the School Board by U.S. Mail to the Department of Behavioral and Mental Health, 3330 Forest Hill Boulevard, West Palm Beach, Florida 33406 and to Palm Beach County Youth Services Department, 50 South Military Trail, Suite 203, West Palm Beach, FL 33415.

L. Public Records Compliance: The COUNTY shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the School Board of Palm Beach County in order to perform the service to the Board under this agreement.
- b. Upon request from the Board's custodian of public records, provide the Board 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.
- 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 for the duration of the Agreement term and following completion of the Agreement if the COUNTY does not transfer the records to the Board.

d. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of the COUNTY or keep and maintain public records required by the Board to perform the service. If the COUNTY transfers all public records to the Board upon completion of the Agreement, the COUNTY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the COUNTY keeps and maintains public records upon completion of the Agreement, the COUNTY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.

Failure of the COUNTY to abide by the terms of this provision shall be deemed a material breach by the COUNTY of this Agreement. This provision shall survive any termination or expiration of this Agreement.

IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, HE OR SHE MUST CONTACT THE PUBLIC RECORDS MANAGEMENT COORDINATOR FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY AT 561-629-8585, PUBLICRECORDS@PALMBEACHSCHOOLS.ORG, OR 3300 FOREST HILL BLVD., SUITE C-110, WEST PALM BEACH, FL, 33406.

M. Inspector General: In the event a monetary element is added to this agreement the COUNTY agrees and understands that the School District's Office of the Inspector general ("Inspector General") shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), the COUNTY, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed or used by the COUNTY with regard to the Agreement. The COUNTY's employees, vendors, officers and agents shall furnish the Inspector General with requested information and records within their custody for the purposes of conducting an investigation or audit, as well as provide reasonable assistance with the Inspector General in locating assets and obtaining records and documents as needed for investigation or audit relating to the Agreement. Furthermore, the COUNTY understands, acknowledges and agrees to abide by School Board Policy 1.092.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Sections 2-421 – 2-440, as may be amended. The Inspector General's authority includes but it not limited to the power to review, past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and delete corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Sections 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

N. No Third Party Beneficiaries: No provision of this Agreement is intended to or shall be construed to, create and third party beneficiary or to provide any rights to any person or entity not a party to this Contract including but not limited to any citizen or employees of the School Board and/or the County.

O. Emergency Suspension or Termination: The parties reserve the right to suspend or terminate this Agreement immediately in the event it is necessary to protect health, safety or welfare (as determined by the Superintendent for the School Board and/or the County) or in the event of a quarantine or declared federal, state or county emergency.

P. Force Majeure: In the event the parties are unable to perform its obligations under the terms of this Agreement because of acts of God, acts or threats of terrorism, strikes, pandemics, epidemics, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, the parties shall not be liable for any damages resulting from such failure to perform or otherwise from such causes and shall have the right to terminate the agreement with no further obligations or payments due to the other party.

II. RESPONSIBILITIES OF THE SCHOOL BOARD

A. The School District of Palm Beach County staff, parents of students attending School District of Palm Beach County schools (public and Charter), and/ or community partners/service providers will identify students who are in need of the COUNTY's services for school related issues (academic, social/emotional/behavioral) and make appropriate referrals through the Caring First Application and in accordance with the mental health plan. If the COUNTY is providing services to the student for issues that do not impact the student's academic progress and social/emotional development the COUNTY may not see the student during school hours. The COUNTY shall collaborate with school-based behavioral health providers and shall not duplicate services that are currently being provided under the Mental Health Plan or pursuant to the IEP.

B. The School Board shall provide a space (the "Premises") for the COUNTY staff to meet with the student in accordance with privacy and safety.

C. At the principal's discretion, COUNTY shall have computer access to provide a link to data-based COUNTY files and to the district Web-based application, hereinafter referred to as the "Caring First Application" for entering individual and group services the COUNTY provided by the agency staff.

D. The School Board will assist in scheduling the COUNTY to see the student(s) to avoid meeting with the student(s) during core-subject area times.

E. The School Board warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

III. RESPONSIBILITIES OF THE COUNTY

- A. The COUNTY shall, as hereinafter set forth, comply with the following:
1. Furnish a liability insurance policy as described herein.
 2. Comply with fingerprint and security clearances as specified by School District of Palm Beach School Police Department and pay all associated fees.
 3. Maintain appropriate occupational and professional licenses.
 4. Provide a public entity crimes affidavit.
 5. The COUNTY personnel shall present a COUNTY identification badge and the photo identification badge provided by School Police to the main office each time a school is visited.
 6. Sign in at the school center at each visit.
 7. Meet with the principal/designee to determine appropriate time, schedule, and/or location of service delivery so as to have minimal intrusion on the academic program and affording maximum privacy possible for students.
 8. Develop a reporting and visitation schedule and participate at School Based Team meetings in accordance with the initial meeting and progress monitoring schedule as requested.
 9. Develop a process to update staff regarding issues of concern.
 10. Assist in the evaluation of the program/services.
 11. Follow all applicable policies, regulations, and directives of the School Board.
 12. Maintain confidentiality regarding school issues.
 13. Comply with the principal's request(s) in the event of an emergency.
 14. Provide the district with the agency or personal email addresses of all staff and maintain the "Caring First Application" on staff providing services.
 15. Ensure all agency personnel enter service data the COUNTY provided on all the students referred by district staff and seen individually or in small groups at school, home, virtually or seen outside school and in the home, virtually, or in the community as referred by others and with parental consent in the "Caring First Application" web-based application within 48 hours of the provision of services, and no later than one week after the service is provided.
 16. Ensure staff enter all large group/classroom presentations on the "Caring First Application" within 48 hours of the provision of services.
 17. Provide for services herein consistent with any School Board policies addressing students.
 18. Submit pre-post data as measured by CFARS and /or the Pediatric PHQ 9 and the PHQ9 Modified for Teens, and/or the Behavioral Health Assessment as appropriate for all children receiving individual and small group services; and, pre-post assessment data on all children receiving a classroom based prevention curriculum and/or small group skill building or intervention services, if appropriate.
 19. Submit outcome data as required by funders.
 20. Provide services using telehealth or other virtual format as needed.

B. Contractual personnel who are permitted access on school grounds when students are present, *and* individuals who will have direct contact with students, or who will have access to or control of school funds, must be fingerprinted and background checked. The COUNTY agrees that any and all of its employees, consultant or agents working under this Agreement shall undergo a background check and fingerprinting if he/she is an individual who meets any of the above criteria and to require that all individuals in the organization who meet any of the criteria submit to a background check, including fingerprinting by the School Board's School Police Department, at the sole cost of the COUNTY. The COUNTY shall update the "Caring First Application" within 24 hours of personnel added to the agency or no longer providing services through the agency.

The COUNTY shall not begin providing services contemplated by this Agreement until it has received notice of compliance with agreement requirements by the Department of Behavioral and Mental Health and only for staff cleared with badges issued by the School Police Department. Neither the School Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of the COUNTY (or discontinuation of Provider's services) on the basis of these compliance obligations. The COUNTY agrees that neither the COUNTY, nor any of its employees, agents nor representatives of the COUNTY who has been convicted or who is currently under investigation for a crime delineated in § 435.04, Florida Statutes, will have contact with children or any student of the School District.

The COUNTY shall immediately notify the School District staff upon becoming aware that one of its employees, agents, or representatives, employees, consultant or agent working under this Agreement who has previously certified as completing the background check and screening and meeting statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure to notify the School District Department of Behavioral

and Mental Health staff of such arrest or conviction within 48 hours of the COUNTY becoming aware of same shall constitute grounds for immediate termination of this Agreement by the School Board.

C. The COUNTY shall staff the program and assure that all staff is properly credentialed. The COUNTY shall be responsible for all personnel issues of their staff in the execution of this Agreement. The COUNTY shall maintain and incur all costs and expenses of any and all licenses and permits required by law or ordinance to provide services.

D. The COUNTY represents and warrants that it shall perform its services in accordance with any and all applicable federal, state and local laws or ordinances regarding the operation, licensure, and regulatory compliance of providing mentoring, social awareness, self-management and decision-making services, and/or employment. The COUNTY represents and warrants that all of its partners, joint ventures, employees, and/or consultants shall provide their services and/or conduct their activities in accordance with any and all applicable federal, state and local laws and ordinances.

E. The COUNTY represents and warrants that its policies and protocols, its services and fee structure, and its billing for private, federal, and/or state reimbursement practices shall be in strict compliance with all federal, state and local regulations.

F. The COUNTY shall take the Premises as they are at the time of occupancy. Space for services shall be identified and provided by the building principal, however, the COUNTY shall ensure the Premises will maximize the privacy of the participants consistent with School Board Policy.

G. The COUNTY may provide the following services under this agreement: assessment, diagnosis, intervention and treatment of behavioral health issues, child and family therapy, Cognitive Behavioral Therapy, family counseling, group counseling and group therapy, individual and family counseling and therapy, play therapy, linkage to community resources, mentoring, psychological testing, skill building curriculum and trauma informed care in support of Tier 1, 2, or 3 interventions of the School Based Team/Multi-Tiered System of Support (MTSS) processes and in accordance with the District's mental health plan.

H. Supervision of the COUNTY staff will be the responsibility of the COUNTY. While on school grounds, the COUNTY staff will be responsible to the principal. The COUNTY will provide the principal or designee with a written description of services that will be provided, and shall enter student data on the "Caring First Application" within 48 hours of each phase of the services provided.

I. The provision of service as stated in this Agreement, will be provided with the approval of the principal or the School Board designee.

J. The COUNTY shall not discriminate against any youth eligible student on the basis of race, gender, gender identity or expression, national origin, religion, ethnicity, sexual orientation or disability.

IV COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts all of which shall constitute collectively but one and the same agreement. The COUNTY may execute the Agreement through electronic or manual means. The School Board shall execute the Agreement by manual means or if needed by electronic means.

IN WITNESS WHEREOF, this Agreement has been executed on the date and year first written above.

FOR PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS (COUNTY)

BY: 
Tammy Fields, Director
Youth Services Department

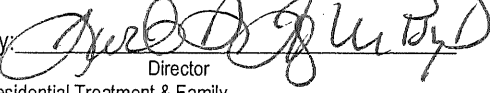
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: Helene Hvizd

County Attorney

FOR PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS (COUNTY)
APPROVED AS TO TERMS AND CONDITIONS

By: 
Director
Residential Treatment & Family
Counseling Division

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

BY: _____
Frank A. Barbieri, Esq., Chairman

Date: _____

Attest: _____
Dr. Donald E. Fennoy, II, Superintendent

Reviewed and approved as to legal sufficiency

Kimberly Hall Digitally signed by Kimberly Hall
Date: 2021.03.31 12:59:53 -04'00'

Office of the General Counsel

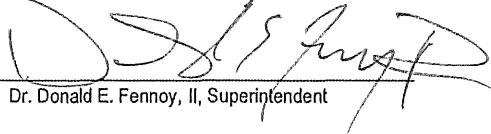
BOARD OF COUNTY COMMISSIONERS (COUNTY)
APPROVED AS TO TERMS AND CONDITIONS

By: 
Director
Residential Treatment & Family
Counseling Division

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

BY: 
Frank A. Barbieri, Esq., Chairman

Date: 5/20/21

Attest: 
Dr. Donald E. Fennoy, II, Superintendent

Reviewed and approved as to legal sufficiency

Kimberly Hall Digitally signed by Kimberly Hall
Date: 2021.03.31 12:59:53 -04'00'

Office of the General Counsel



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Contract/Agreement Addendum
Concerning Student Information

ADDENDUM, Concerning Student Information, to the Contract/Agreement ("the Contract") dated, May 19, 2021
between the school (named below) or The School Board of Palm Beach County, Florida (named below) and Vendor/Partner (named below).

School or School Board The School Board of Palm Beach County, Florida

Vendor or Partner Palm Beach County Board of County Commissioners

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the Vendor's/Partner's signature below, the School Board of Palm Beach County, Florida (the "School Board") hereby designates [vendor/partner] ("the Receiving Party") as an "other school official" for the purpose of receiving limited personally identifiable information from education records of students under the Family Education Rights and Privacy Act (20 U.S.C. s. 1232g) and 34 C.F.R. s. 99.31(a)(1)(i)(B), and sections 1002.22 and 1002.221, Florida Statutes, because the School Board recognizes the Receiving Party has a legitimate educational interest in receiving this information in order to fulfill the Receiving Party's responsibilities for the school or School Board under the Contract. (All other terms of the Contract remain the same.)

As a condition precedent to receiving personally identifiable information from education records of students, the Receiving Party warrants and agrees that the Receiving Party:

- 1. will limit the use of, or access to, personally identifiable information from education records of students to the limited scope of information actually needed to complete the Receiving Party's duties and/or services under the Contract. The School Board has determined that the Receiving Party has a legitimate educational interest in receiving only the following fields of student data, for example: name, grade-level, school attending, etc. (indicate fields of data requesting below); and

Name, school attending, grade level, and student ID number; academic, attendance and discipline records; state testing results; and, services received from school staff and behavioral health providers

- 2. will limit the access to personally identifiable information from education records of students to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to fulfill the Receiving Party's responsibilities under the Contract); and
3. shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally identifiable information from education records of students, except for the legitimate purposes recognized under this Addendum, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and
4. is under the direct control of the School Board with respect to the use and maintenance of education records; and
5. is subject to the requirements of 34 C.F.R. s. 99.33(a) governing the use and redisclosure of personally identifiable information from an education record of a student, meaning the Receiving Party may disclose personally identifiable information from an education record only on the condition that the party to whom the information is disclosed will not disclose the information to any other party without the prior consent of the parent or eligible student as those terms are defined in 34 C.F.R. s. 99.3, and the officers, employees, and agents of a party that receives information from the Receiving Party may use the information, subject to the limitations described in paragraph 2 above, but only for the purposes for which the disclosure was made; and
6. shall not use any of the personally identifiable information from education records of students that is received pursuant to this Addendum in violation of any applicable federal or state law, rule, regulation, or School Board policy; and
7. will store and process personally identifiable information from education records of students in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure personally identifiable information from unauthorized access, disclosure, and use. Receiving Party will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Receiving Party will also have a written incident response plan, to include prompt notification of the School Board in the event of a security or privacy incident, as well as best practices for responding to a breach of personally identifiable information. Receiving Party agrees to share its incident response plan with the School Board upon request; and
8. will dispose of all information disclosed to it by the school or the School Board (and any copies thereof), after the purpose for which the information is disclosed has been served, or five years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, unless the information in the possession of the Receiving Party constitutes a "record copy" required to be retained by the School District's Records Retention Schedule (available online at the District's Records Management website, http://www.palmbeachschools.org/records/), in which case the Receiving Party will return the information to the School Board rather than disposing of it.

The parties acknowledge that the terms contained in this Addendum supersede any inconsistent terms in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

Legal Name of the Receiving Party (Vendor/Partner) Palm Beach County Board of County Commissioners
Vendor or Partner
Signature of person having authority to enter legally binding agreements on behalf of Receiving Party. Helene Hvizd
Approved as to form and legal sufficiency:
PBSD 2220 (Rev. 11/17/2015) ORIGINAL - attach to contract

The School
Frank A. Barbieri, Esq., Chairman
For the School Board of Palm Beach County, Florida
Signature of person having authority to enter legally binding agreements on behalf of the School or The School Board of Palm Beach County, Florida.
Date

Exhibit # A