



## DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

### Purchasing Services

Michael J. Woodall, CPPO, Purchasing Agent

813/ 794-2221 Fax: 813/ 794-2112

727/ 774-2221 TDD: 813/794-2484

352/ 524-2221 e-mail: mwoodall@pasco.k12.fl.us

January 21, 2014

### MEMORANDUM

**TO:** Honorable School Board Members

**FROM:** Michael J. Woodall, CPPO, Purchasing Agent *MJW*

**SUBJECT:** Addendum to Eckerd Youth Alternatives, Inc. d/b/a Eckerd Community Alternatives  
Contract #2014000159

The attached agreement between the District School Board of Pasco County and Eckerd Youth Alternatives, Inc. d/b/a Eckerd Community Alternatives was Board approved on August 6, 2013. Student Support Programs and Services are now requesting approval of the attached addendum to the original agreement.

At this time, we are requesting Board approval for the above-referenced addendum modifying confidentiality and adding Exhibit D (HIPAA). Please see the attached memo from Melissa Musselwhite, Director of Student Support Programs and Services for further details regarding these changes.

Should you have any questions regarding this matter, please contact me at your earliest convenience.

MJW/dam  
Attachments

Date/Time: January 14, 2014 09:36:00

(813)794-2000 • (352) 524-2000 • (727) 774-2000 • [www.pasco.k12.fl.us](http://www.pasco.k12.fl.us)

The District School Board of Pasco County is System Accredited by AdvancED/Southern Association of Colleges and Schools



## DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Office for Student Support Programs and Services  
April Stephenson, Bookkeeper  
813/ 794-2764 727/ 774-2764  
352/ 524-2764 Fax: 813/ 794-2117  
e-mail: [astephen@pasco.k12.fl.us](mailto:astephen@pasco.k12.fl.us)

MEMORANDUM  
ESE-13/14-AS-042

**DATE:** January 21, 2014

**TO:** Michael J. Woodall, CPPO, Purchasing Agent

**FROM:** April Stephenson, Bookkeeper of Student Support Programs and Services  
Melissa Musselwhite, Director of Student Support Programs and Services *mm*  
Amelia Van Name Larson, Assistant Superintendent for Student Achievement *AV*

**RE:** **AMENDMENT # 1 to the Agreement Between THE SCHOOL BOARD OF PASCO COUNTY, FLORIDA And ECKERD YOUTH ALTERNATIVES, INC. d/b/a ECKERD COMMUNITY ALTERNATIVES (2013-2014)**

On August 6, 2013, the School Board approved SERVICE AGREEMENT# ECA-GCS-PAS-FY14 between Eckerd Youth Alternatives, Inc. d/b/a Eckerd Community Alternatives and The District School Board of Pasco County, Florida. This agreement provides funding for a school counselor who works specifically with youth in foster care to support their educational goals. Please reference Munis contract # 2014000159.

The Office for Student Support Programs and Services is requesting School Board approval of the attached AMENDMENT # 1. This Amendment modifies said Agreement concerning confidentiality and adds Exhibit D concerning HIPAA.

Please contact David Chamberlin at extension 2442 if you have any questions. Thank you for your assistance with this request.

MM/as



**AMENDMENT # 1**  
**to the Agreement Between**  
**THE SCHOOL BOARD OF PASCO COUNTY, FLORIDA**  
**And**  
**ECKERD YOUTH ALTERNATIVES, INC. d/b/a ECKERD COMMUNITY ALTERNATIVES**

**THIS AMENDMENT**, entered into by and between Eckerd Youth Alternatives, Inc. d/b/a Eckerd Community Alternatives (ECKERD) a not-for-profit corporation organized in the State of Florida, and **The School Board of Pasco County, Florida** ("School District"), amends Agreement # ECA-GCS-PAS-FY14. This Amendment modifies the Agreement and adds Exhibit D.

The Agreement is hereby amended as follows:

1. **Service Agreement, Page 2 of 13, Section 4. Confidentiality**, letter a. is hereby deleted in its entirety and replaced with the following:
  - a. School District shall comply with all confidentiality and non-disclosure terms required by applicable law, rule, or regulation, and shall submit the attached Confidentiality Agreement, which is attached hereto as "**Exhibit C.**" School District, as applicable, is to comply with the Health Insurance Portability and Accountability Act (42 U.S.C. section 210 et seq.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164). In accordance with 45 CFR s.164.504(e), School District shall comply with the provisions of **Exhibit D** to this Contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by School District or its subcontractors incidental to School District's performance of this Agreement. The provisions of the foregoing Attachment supersede all other provisions regarding HIPAA compliance.
2. **Exhibit D** is hereby added to the Agreement.

This Amendment shall be effective on September 23, 2013.

All provisions in the Agreement and any attachments thereto in conflict with this Amendment shall be and are hereby changed to conform with this Amendment.

All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Agreement.



IN WITNESS HEREOF, the parties hereto have caused this 2 page Amendment to be executed by their undersigned officials as duly authorized.

Eckerd Youth Alternatives, Inc. d/b/a  
Eckerd Community Alternatives



By: Randall W. Luecke  
Chief Financial Officer

Date: 12-2-13

School Board of Pasco County, Florida

By: Cynthia Armstrong  
Chairperson

Date: \_\_\_\_\_

By: Kurt Browning  
Superintendent

Date: \_\_\_\_\_



12.19.13

Signature  
Date  
Michael J. Woodall, CPPO, Purchasing Agent  
District School Board of Pasco County



## EXHIBIT D – HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit contains the terms and conditions governing School District's ("Provider") access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

### Section 1. Definitions

#### 1.1 Catch-all definitions:

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

#### 1.2 Specific definitions:

- 1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and for purposes of this Exhibit shall specifically refer to the Provider.
- 1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and for purposes of this Exhibit shall refer to Eckerd Youth Alternatives ("Eckerd").
- 1.2.3 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.2.4 "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a business associate delegates a function, activity, service, other than in the capacity of a member of the workforce of such business associate.

### Section 2. Obligations and Activities of Business Associate

#### 2.1 Business Associate agrees to:

- 2.1.1 Not use or disclose protected health information other than as permitted or required by this Exhibit or as required by law;
- 2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, interns, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of Eckerd;
- 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to Eckerd, and (b) the Business Associate's and their Subcontractors are directly



- liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR § 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;
- 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Exhibit of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
  - 2.1.5 Notify Eckerd's Director of Contract Management as soon as possible, but no later than three (3) business days following the determination of any breach or potential breach of personal and confidential departmental data;
  - 2.1.6 Notify the Director of Contract Management within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
  - 2.1.7 Provide any additional information requested by Eckerd for purposes of investigating and responding to a breach;
  - 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in section 817.5681, F.S.;
  - 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by Eckerd to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
  - 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by Eckerd ;
  - 2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);
  - 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
  - 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
  - 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;





- 2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

**Section 3. Permitted Uses and Disclosures by Business Associate**

- 3.1 The Business associate may only use or disclose protected health information covered under this Exhibit as listed below:
  - 3.1.1 The Business Associate may use and disclose Eckerd's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Exhibit.
  - 3.1.2 The Business Associate may use Eckerd's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.
  - 3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of Eckerd for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.
  - 3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of Eckerd for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.
  - 3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Exhibit with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Eckerd with data analyses relating to the health care operations of Eckerd(as defined in 45 C.F.R. §164.501).
  - 3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Exhibit, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).
  - 3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

CONTRACT REVIEWED  
AND APPROVED:  
*TW 12.19.13*

**Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

- 4.1 Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- 4.2 Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- 4.3 Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

**Section 5. Termination**

**5.1 Termination for Cause**

- 5.1.1 Upon Eckerd's knowledge of a material breach by the Business Associate, Eckerd shall either:
  - 5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by Eckerd;
  - 5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Exhibit and does not end the violation; or
  - 5.1.1.3 If neither termination nor cure is feasible, Eckerd shall report the violation to the Secretary of the Department of Health and Human Services.

**5.2 Obligations of Business Associate Upon Termination**

- 5.2.1 Upon termination of this Exhibit for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:
  - 5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - 5.2.1.2 Return to covered entity, or other entity as specified by Eckerd or, if permission is granted by Eckerd, destroy the remaining protected health information that the Business Associate still maintains in any form;
  - 5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as

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AND APPROVED:  
*[Signature]* 12.19.13



provided for in this Section, for as long as Business Associate retains the protected health information;

- 5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
- 5.2.1.5 Return to covered entity, or other entity as specified by Eckerd or, if permission is granted by Eckerd, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.
- 5.2.1.6 The obligations of business associate under this Section shall survive the termination of this Exhibit.

**Section 6. Miscellaneous**

- 6.1 A regulatory reference in this Exhibit to a section in the HIPAA Rules means the section as in effect or as amended.
- 6.2 The Parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.3 Any ambiguity in this Exhibit shall be interpreted to permit compliance with the HIPAA Rules.

CONTRACT REVIEWED  
AND APPROVED:  
*JW 12-19-13*

8/12/13 of  
COMPLETED

CONTRACT REVIEWED  
AND APPROVED:

*MQW [Signature]* 7/23/13

District School Board  
of Pasco County

AUG 06 2013

Board Approved

**SERVICE AGREEMENT# ECA-GCS-PAS-FY14**

THIS AGREEMENT is made and entered into by and between Eckerd Youth Alternatives, Inc. d/b/a Eckerd Community Alternatives (ECKERD) a not-for-profit corporation organized in the State of Florida, and The School Board of Pasco County, Florida ("School District").

**WITNESSETH:**

In consideration of the exchange of mutual covenants and promises set forth below, the parties do hereby mutually agree, stipulate and covenant as follows:

**1. School District's Services.**

ECKERD retains the services of the School District and the School District agrees to provide and integrate services that are beneficial to meeting the needs of children, youth, and their families on school grounds, and as a partner with Pasco County Public Schools desire to enter into an agreement whereby Eckerd and the School District shall work cooperatively to provide supportive services. School District shall provide the professional services described in "Exhibit A" to this Agreement.

**2. School District's Compensation.**

For satisfactory completion of services rendered under this Agreement, ECKERD will pay School District a total amount not to exceed \$55,000.00 for the salary, benefits, vicinity travel, and equipment/supplies cost of one 10 -month, district wide, guidance counselor for the deliverables described in "Exhibit A," as mutually determined by ECKERD and School District.

School District will be paid quarterly, following receipt and approval of a properly submitted invoice to the ECKERD Contract Specialist. Requests for payment of fees must be submitted to Eckerd no later than ten (10) business days following the end of each quarter for which the invoiced services were provided. Said request for payment must reference above School District Agreement # ECA-GCS-PAS-FY14. Said invoice must include a statement from School District certifying that the deliverables for which School District is requesting payment have been furnished as specified in "Exhibit A." ECKERD will pay all undisputed requests for payment within thirty (30) calendar days following the date the request is approved by ECKERD. The obligation to pay School District for properly invoiced services rendered or costs incurred prior to termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

Federal tax law requires that ECKERD have School District's current Taxpayer Identification Number (TIN) on file. In order for ECKERD to comply with Internal Revenue Service (IRS) regulations, School District shall complete the IRS Form W-9 Request for Taxpayer Identification, copy of which is attached hereto as "Exhibit B". Failure to furnish ECKERD with this information within thirty (30) days of the execution of this Agreement may result in delayed payments and/or School District being subject to as much as 30% in backup withholding.

**3. Term and Termination.**

The term of this Agreement begins on July 1, 2013 (the "Effective Date") and continues until June 30, 2014 (the "Expiration Date").

ECKERD or School District, either in its sole discretion, may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice. Upon termination all obligations of the parties hereto



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AND APPROVED.

MTW/ram 7/23/13

District School Board  
of Pasco County

AUG 06 2013

Board Approved

shall cease, except for the confidentiality and property rights requirements following, which shall survive any termination. Any unearned payments shall be returned to ECKERD by School District within five (5) business days.

**4. Confidentiality.**

a. School District shall comply with all confidentiality and non-disclosure terms required by applicable law, rule, or regulation, and shall submit the attached Confidentiality Agreement, which is attached hereto as "Exhibit C." School District, as applicable, is to comply with the Health Insurance Portability and Accountability Act (42 U.S.C. section 210 et seq.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

b. School District acknowledges that the information School District receives in connection with the transactions contemplated under this Agreement is confidential to ECKERD (the "Confidential Information"). School District acknowledges and agrees that School District will keep secret any and all Confidential Information and that School District will not disclose to anyone Confidential Information without the advance, express, written consent of ECKERD or as required by law.

c. School District agrees to make no use whatsoever of any Confidential Information, except with respect to the evaluation and consummation of the transactions contemplated under this Agreement.

d. School District's obligations hereunder shall not apply to Confidential Information which is in the public domain or is required to be disclosed as a matter of law.

e. School District agrees that ECKERD may not be adequately compensated for damages for a breach of the covenants contained in this Section 4, and that ECKERD shall be entitled to injunctive relief and specific performance in addition to all other remedies if such a breach occurs.

f. The obligations in this Section 4 will survive termination or expiration of this Agreement.

g. School District agrees to execute the Agreement for Confidentiality and Mandatory Disclosure of Conflicts of Interest form attached hereto as "Exhibit C".

**5. Maintenance and Ownership of Documents.**

School District agrees to maintain all information and documents generated or received during the term of this Agreement and document all case notes into the child's file on the Florida Safe Families Network (FSFN). Furthermore, School District shall make available to Eckerd's authorized representative or Child's Case Manager, as allowed by law, all records for audit or inspection purposes. Said records and documentation shall be retained by the School District for a minimum of five (5) years from the date of termination of this Agreement.

**6. Relationship of Parties.**

The relationship between ECKERD and School District hereunder is that of principal and independent agent and under no circumstances should School District be considered an employee of ECKERD. School District does not have, nor shall it hold itself out as having, any right, power or authority to create any contract or obligation, either expressed or implied, on behalf of, in the name, or binding upon ECKERD, unless ECKERD consents thereto in writing.

School District assumes exclusive liability for any payroll or other public taxes imposed upon the



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AND APPROVED:  
MJW/dam 1/23/13

employer by any federal or state law. School District's Federal ID Number shall be identified pursuant to Section 2 of this Agreement.

**7. Standard of Performance.**

School District warrants that in its performance of the work for ECKERD, it will exercise that degree of diligence, skill and care appropriate for the nature of the work that would ordinarily be exercised by duly qualified professionals performing like or similar services.

**8. Professional Responsibility.**

School District shall devote its best efforts to advance the interest of ECKERD in its performance of said work, and shall do nothing which will compromise, be injurious or detrimental to ECKERD's reputation or standing in the community or with ECKERD's School Districts and/or clients. School District shall cooperate fully with all persons engaged in ECKERD's employ to the end that harmonious relations may at all times be maintained between the School District and personnel of ECKERD.

**9. Assignment.**

Inasmuch as this is an agreement for the services of School District, the rights, benefits, privileges, obligations and responsibilities of School District may not be assigned or transferred to a third party or parties without express written consent of ECKERD; however, the rights, benefits, privileges, obligations and responsibilities of ECKERD shall be transferable, and all covenants and agreements hereunder shall endure to the benefits of, and be enforceable by, or against its successors and assigns.

**10. No Waiver.**

Any failure by either party to enforce at any time any terms and conditions of this Agreement shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition of this Agreement.

**11. Severability.**

The invalidity of any provision or obligation hereunder or the contravention thereby of any law, rule or regulation shall not relieve School District or ECKERD from its obligation under, nor deprive School District or ECKERD of the advantages of any other provisions of this Agreement.

**12. Modifications.**

This Agreement may be modified only by written agreement fully executed by all parties and specifically referring to this Agreement.

**13. Governing Law.**

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida. If any part of this Agreement is determined unenforceable, the unenforceability determination will not affect the enforceability of the remainder of the terms of this Agreement.

District School Board  
of Pasco County  
AUG 06 2013  
Board Approved

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AND APPROVED:  
MJW/Pam 7/23/13

14. **Notification Requirements.**

Both parties hereto agree to give all notices and comply with all laws, ordinances, rules and regulations applicable to the provision of the supportive services required herein. If either party observes that any of the provisions of this Agreement are at variance therewith, said party will give the affected party prompt written notice thereof. Any necessary changes to the provisions contained herein shall be adjusted by an appropriate modification hereto.

15. **Indemnification.**

As provided for under common law, and to the extent specifically authorized by *Section 768.28, Florida Statutes*, each of the parties to this Agreement hereby agrees to indemnify and hold the other party hereto harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

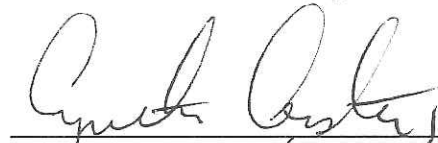
Eckerd Youth Alternatives, Inc. d/b/a  
Eckerd Community Alternatives



By: Randall W. Luecke  
Chief Financial Officer

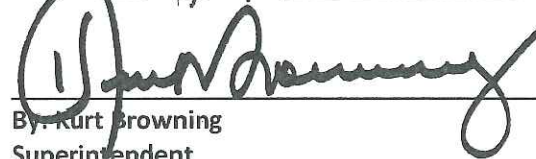
Date: 7-22-2013

School Board of Pasco County, Florida



By: Cynthia Armstrong  
Chairperson

Date: 8/6/13



By: Kurt Browning  
Superintendent

Date: 8/6/13

District School Board  
of Pasco County  
AUG 06 2013  
Board Approved

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AND APPROVED:  
MJW/Pan 7/23/13

**Exhibit A  
Scope of Service**

**School District of Pasco County**

- I. **Total Project Cost:** \$55,000.00
  
- II. **School District Deliverables:** Provide a guidance counselor position on special assignment for middle school students in licensed foster care who will furnish the following services:
  - A. Meet individually with identified students at their school site;
  - B. Track educational progress;
  - C. Consult about intervention and supplement and support school-based services;
  - D. Provide educational advisement;
  - E. Monitor educational progress and services needed for each identified student;
  - F. Case planning and follow up among foster parents/guardians, agency case managers, educators and students;
  - G. Support educational success for each identified student through on-going communication; and
  - H. If feasible, assist with transportation requests to maintain students at schools of origin.

III. **Other Support Services.**

The School District agrees to Provide, at no additional cost to Eckerd, a guidance counselor position on special assignment for high school students in licensed foster care who will furnish the following activities:

- A. Meet individually with identified students at their school site;
- B. Track educational progress;
- C. Consult about intervention and supplement and support school-based services;
- D. Provide educational advisement;
- E. Monitor educational progress and services needed for each identified student;
- F. Case planning and follow up among foster parents/guardians, agency case managers, educators and students;
- G. Support educational success for each identified student through on-going communication; and
- H. If feasible, assist with transportation requests to maintain students at schools of origin.

District School Board  
of Pasco County  
**AUG 06 2013**  
Board Approved



District School Board  
of Pasco County  
  
AUG 06 2013  
  
Board Approved

CONTRACT REVIEWED  
AND APPROVED:  
*MJW/KRM 7/23/13*

**Form W-9**  
(Rev. October 2007)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



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- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.



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Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.



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3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>3</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

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Exhibit C

**ECKERD  
Agreement for Confidentiality and  
Mandatory Disclosure of Conflicts of Interest**

As a condition of your Service Agreement with ECKERD, you are required to adhere to stringent laws of confidentiality pursuant to Florida Statutes:

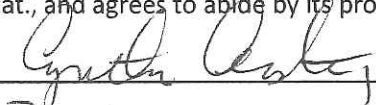
In order to protect the rights of a child and the child's parent, the rights of other persons responsible for the care and/or welfare of a child, and the rights of all parties named or contained in records held by the ECKERD system, School District consents to the following:

School District agrees and consents that by accessing case files, the ECKERD web site, FSFN, FAHIS, ICWSIS and other sources of information pertaining to children and families served by ECKERD, School District will be exposed to client names, identifying data, and other information that is confidential pursuant to s. 39.202, Fla. Stat. School District will not record or publish information that may breach this confidentiality, or that would allow the identification of the clients, including the release of their names, to others.

School District fully understands that if School District or any of School District's employees become aware of a friend, neighbor or relative who becomes involved with the Department of Children and Families or the ECKERD System of Care as a result of an abuse report and subsequent investigation, School District will immediately notify ECKERD of the name of the individual and School District or any of School District's employees' relationship to the individual. ECKERD will in turn notify School District of any precautionary measures that may need to be taken to protect the privacy of that individual and to protect School District and ECKERD from any perceived conflict of interest. School District understands that no information obtained as a result of School District's working agreement with ECKERD can be used for personal reasons and that at all times School District will comply with the confidentiality provisions of Chapter 39, Fla. Stat.

School District further understands that pursuant to Chapter 39, Fla. Stat. any person who knowingly or willingly discloses to the public (i.e., spouse, significant other friend, or anyone within the community not specifically authorized by statute to receive confidential information), confidential or privileged information is in violation of s. 39.205 (3), Fla. Stat., guilty of a second degree misdemeanor and any working agreement with ECKERD is subject to immediate termination.

By signing this agreement, School District certifies that School District has read the agreement and fully understands its contents. School District further certifies that School District has been provided with a copy of s. 39.202, Fla. Stat., and agrees to abide by its provisions.

School District: 

Signed By: Pasco

Date: 8.6.13

Attachment: s. 39.202, Fla. Stat.



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Section 39.202, Fla. Stat.

**Confidentiality of reports and records in cases of child abuse or neglect.--**

(1) In order to protect the rights of the child and the child's parents or other persons responsible for the child's welfare, all records held by the department concerning reports of child abandonment, abuse, or neglect, including reports made to the central abuse hotline and all records generated as a result of such reports, shall be confidential and exempt from the provisions of s. 119.07(1) and shall not be disclosed except as specifically authorized by this chapter. Such exemption from s. 119.07(1) applies to information in the possession of those entities granted access as set forth in this section.

(2) Except as provided in subsection (4), access to such records, excluding the name of the reporter which shall be released only as provided in subsection (5), shall be granted only to the following persons, officials, and agencies:

(a) Employees, authorized agents, or contract School Districts of the department, the Department of Health, the Agency for Persons with Disabilities, or county agencies responsible for carrying out:

1. Child or adult protective investigations;
2. Ongoing child or adult protective services;
3. Early intervention and prevention services;
4. Healthy Start services;
5. Licensure or approval of adoptive homes, foster homes, child care facilities, facilities licensed under chapter 393, or family day care homes or informal child care School Districts who receive subsidized child care funding, or other homes used to provide for the care and welfare of children; or
6. Services for victims of domestic violence when provided by certified domestic violence centers working at the department's request as case School Districts or with shared clients.

Also, employees or agents of the Department of Juvenile Justice responsible for the provision of services to children, pursuant to chapters 984 and 985.

(b) Criminal justice agencies of appropriate jurisdiction.

(c) The state attorney of the judicial circuit in which the child resides or in which the alleged abuse or neglect occurred.

(d) The parent or legal custodian of any child who is alleged to have been abused, abandoned, or neglected, and the child, and their attorneys, including any attorney representing a child in civil or criminal proceedings. This access shall be made available no later than 30 days after the department receives the initial report of abuse, neglect, or abandonment. However, any information otherwise made confidential or exempt by law shall not be released pursuant to this paragraph.

(e) Any person alleged in the report as having caused the abuse, abandonment, or neglect of a child. This access shall be made available no later than 30 days after the department receives the initial report of abuse, abandonment, or neglect and, when the alleged perpetrator is not a parent, shall be limited to information involving the protective investigation only and shall not include any information relating to subsequent dependency proceedings. However, any information otherwise made confidential or exempt by law shall not be released pursuant to this paragraph.

(f) A court upon its finding that access to such records may be necessary for the determination of an issue before the court; however, such access shall be limited to inspection in camera, unless the court determines that public disclosure of the information contained therein is necessary for the resolution of an issue then pending before it.

(g) A grand jury, by subpoena, upon its determination that access to such records is necessary in the conduct of its official business.

(h) Any appropriate official of the department or the Agency for Persons with Disabilities who is responsible for:



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1. Administration or supervision of the department's program for the prevention, investigation, or treatment of child abuse, abandonment, or neglect, or abuse, neglect, or exploitation of a vulnerable adult, when carrying out his or her official function;
  2. Taking appropriate administrative action concerning an employee of the department or the agency who is alleged to have perpetrated child abuse, abandonment, or neglect, or abuse, neglect, or exploitation of a vulnerable adult; or
  3. Employing and continuing employment of personnel of the department or the agency.
- (i) Any person authorized by the department who is engaged in the use of such records or information for bona fide research, statistical, or audit purposes. Such individual or entity shall enter into a privacy and security agreement with the department and shall comply with all laws and rules governing the use of such records and information for research and statistical purposes. Information identifying the subjects of such records or information shall be treated as confidential by the researcher and shall not be released in any form.
- (j) The Division of Administrative Hearings for purposes of any administrative challenge.
- (k) Any appropriate official of a Florida advocacy council investigating a report of known or suspected child abuse, abandonment, or neglect; the Auditor General or the Office of Program Policy Analysis and Government Accountability for the purpose of conducting audits or examinations pursuant to law; or the guardian ad litem for the child.
- (l) Employees or agents of an agency of another state that has comparable jurisdiction to the jurisdiction described in paragraph (a).
- (m) The Public Employees Relations Commission for the sole purpose of obtaining evidence for appeals filed pursuant to s. 447.207. Records may be released only after deletion of all information which specifically identifies persons other than the employee.
- (n) Employees or agents of the Department of Revenue responsible for child support enforcement activities.
- (o) Any person in the event of the death of a child determined to be a result of abuse, abandonment, or neglect. Information identifying the person reporting abuse, abandonment, or neglect shall not be released. Any information otherwise made confidential or exempt by law shall not be released pursuant to this paragraph.
- (p) The principal of a public school, private school, or charter school where the child is a student. Information contained in the records which the principal determines are necessary for a school employee to effectively provide a student with educational services may be released to that employee.
- <sup>1</sup>(q) Staff of a children's advocacy center that is established and operated under s. 39.3035.
- (3) The department may release to professional persons such information as is necessary for the diagnosis and treatment of the child or the person perpetrating the abuse or neglect.
- (4) Notwithstanding any other provision of law, when a child under investigation or supervision of the department or its contracted service School Districts is determined to be missing, the following shall apply:
- (a) The department may release the following information to the public when it believes the release of the information is likely to assist efforts in locating the child or to promote the safety or well-being of the child:
1. The name of the child and the child's date of birth; physical description of the child, including at a minimum the height, weight, hair color, eye color, gender, and any identifying physical characteristics of the child; and

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3. A photograph of the child.

(b) With the concurrence of the law enforcement agency primarily responsible for investigating the incident, the department may release any additional information it believes likely to assist efforts in locating the child or to promote the safety or well-being of the child.

(c) The law enforcement agency primarily responsible for investigating the incident may release any information received from the department regarding the investigation, if it believes the release of the information is likely to assist efforts in locating the child or to promote the safety or well-being of the child.

The good faith publication or release of this information by the department, a law enforcement agency, or any recipient of the information as specifically authorized by this subsection shall not subject the person, agency or entity releasing the information to any civil or criminal penalty. This subsection does not authorize the release of the name of the reporter, which may be released only as provided in subsection (5).

(5) The name of any person reporting child abuse, abandonment, or neglect may not be released to any person other than employees of the department responsible for child protective services, the central abuse hotline, law enforcement, the child protection team, or the appropriate state attorney, without the written consent of the person reporting. This does not prohibit the subpoenaing of a person reporting child abuse, abandonment, or neglect when deemed necessary by the court, the state attorney, or the department, provided the fact that such person made the report is not disclosed. Any person who reports a case of child abuse or neglect may, at the time he or she makes the report, request that the department notify him or her that a child protective investigation occurred as a result of the report. Any person specifically listed in s. 39.201(1) who makes a report in his or her official capacity may also request a written summary of the outcome of the investigation. The department shall mail such a notice to the reporter within 10 days after completing the child protective investigation.

(6) All records and reports of the child protection team of the Department of Health are confidential and exempt from the provisions of ss. 119.07(1) and 456.057, and shall not be disclosed, except, upon request, to the state attorney, law enforcement, the department, and necessary professionals, in furtherance of the treatment or additional evaluative needs of the child, by order of the court, or to health plan payors, limited to that information used for insurance reimbursement purposes.

(7) The department shall make and keep reports and records of all cases under this chapter relating to child abuse, abandonment, and neglect and shall preserve the records pertaining to a child and family until 7 years after the last entry was made or until the child is 18 years of age, whichever date is first reached, and may then destroy the records. Department records required by this chapter relating to child abuse, abandonment, and neglect may be inspected only upon order of the court or as provided for in this section.

(8) A person who knowingly or willfully makes public or discloses to any unauthorized person any confidential information contained in the central abuse hotline is subject to the penalty provisions of s. 39.205. This notice shall be prominently displayed on the first sheet of any documents released pursuant to this section.

<sup>1</sup>**Note.**--As enacted by s. 1, ch. 2005-173. For a description of multiple acts in the same session affecting a statutory provision, see preface to the *Florida Statutes*, "Statutory Construction." Paragraph (q) was also enacted by s. 1, ch. 2005-213, and that version reads:

(q) The executive director or equivalent, and his or her designee, of a children's advocacy center that is established and operated under s. 39.3035.