

CONFIDENTIALITY OF STUDENT RECORDS

1. In the course of providing services under this agreement, Contractor may have access to data associated with former, prospective and/or enrolled students; faculty; staff; or other individuals affiliated with School Board; which may be protected by Federal and/or State laws and regulations; including, but not limited to, § 1002.22, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, *et seq.*, and/or the Health Insurance Portability and Accountability Act ("HIPAA"), as amended or updated from time to time. All such information is considered confidential and therefore protected (collectively referred to as "Confidential Information"). Such Confidential Information shall not be disclosed or shared with any third-party by CONTRACTOR, except as permitted by the terms of this Agreement or to subcontractors whose services are necessary for CONTRACTOR to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of CONTRACTOR under this Agreement.
2. School Board and CONTRACTOR agree that in the event any person(s) seek to access Confidential Information, whether in accordance with FERPA or other Federal or relevant State law or regulations, that CONTRACTOR will immediately inform School Board of such request in writing if allowed by law or judicial and/or administrative order. CONTRACTOR shall only retrieve such data or information upon receipt of, and in accordance with, written directions by School Board. CONTRACTOR shall not provide direct access to such data or information or respond to individual requests. Rather, all data or information retrieved by CONTRACTOR shall be provided to School Board. It shall be School Board's sole responsibility to respond to requests for data or information received by CONTRACTOR regarding School District data or information. Should CONTRACTOR receive a court order or lawfully issued subpoena seeking the release of Confidential Information, CONTRACTOR shall provide immediate notification to School Board of its receipt of such court order or lawfully issued subpoena and shall immediately provide School Board with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order.
3. The parties agree that any breach of the confidentiality obligation set forth in the Agreement and/or this Agreement may, at School Board's discretion, result in cancellation of this agreement and the eligibility for CONTRACTOR to receive any information from School Board for a period of not less than five (5) years. In addition, CONTRACTOR agrees to indemnify and hold the School District harmless for any loss, cost, damage or expense suffered by School Board as a direct result of such breach.
4. In the event that a security breach of its systems or processes exposes School Board's Confidential Information to a third party, CONTRACTOR will take immediate steps to limit and mitigate such security breach as well as provide immediate notification and information, if known, regarding the breach to School Board.
5. Upon expiration or termination of the Agreement, CONTRACTOR shall return and/or destroy all Confidential Information received from School Board upon, and in accordance with, direction from School Board. CONTRACTOR shall not retain copies of any data or information received from School Board once School Board has directed CONTRACTOR as to how such information shall be returned to School Board and/or destroyed. Furthermore, CONTRACTOR shall ensure that they dispose of any and all data or information received from School Board in a School Board-approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).
6. The provisions of this section shall survive termination of this Agreement.