

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes X No _____

Budget Account No.:

Fund _____ Dept _____ Unit _____ Object _____ Program Code/Period _____

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

No County funds are required.

C. Departmental Fiscal Review: DM
 Taruna Malhotra, Director Financial & Support Svcs

III. REVIEW COMMENTS

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

[Signature] 2/25/14
 OFMB/K/D
 2/25
 cc 2/25/14

[Signature] 3/3/14
 Contract Development and Control
 3-3-14 B. [Signature]

B. Legal Sufficiency:

[Signature] 3/3/14
 Chief Assistant County Attorney

C. Other Department Review:

 Department Director

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

DATA PROVISION AND CONFIDENTIALITY AGREEMENT

This Data Provision and Confidentiality Agreement ("Agreement") is entered into as of the _____ day of _____ 2014, by and between _____, hereinafter referred to as the AGENCY and Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY. The AGENCY and the COUNTY are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

Recitals:

WHEREAS, the Parties mutually recognize the importance of enhancing the educational readiness of children to enter the educational system and have each implemented various programs towards addressing such goal;

WHEREAS, the Parties wish to work in cooperation with each other with respect to programs for young children as contemplated under the School Readiness Acts (Florida Statutes Section 411.01 *et seq.*) and the Volunteer Pre-Kindergarten Education Program (Florida Statutes 1002.51 *et seq.*) (collectively, the "Acts") with the mutual goal of preparing children for success in school;

WHEREAS, in furtherance of such cooperative efforts and for the purpose of the recruitment, selection and enrollment of eligible children into Head Start / Early Head Start programs, it will be necessary for the AGENCY to provide information to the COUNTY which may include individual records of children enrolled in the AGENCY'S school readiness programs and the VPK program (collectively, the "Records"); and

WHEREAS, the AGENCY is willing to provide the Records to the COUNTY, and the COUNTY is willing to protect such records and the data contained therein, in accordance with the provisions of the Acts, including Section 411.011 and Section 1002.72, Florida Statutes, which authorizes release of such information; provided that it is protected in a manner that will not permit the personal identification of students and their parents by persons other than those authorized to receive such records; and

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

Terms:

1. The foregoing recitals are true and correct and are hereby incorporated by reference.
2. The AGENCY will provide to the COUNTY such information as mutually determined from time to time as reasonably necessary to serve and advance their cooperative efforts to further each Party's mutual and individual interests in enhancing school readiness and VPK programs.
3. The COUNTY acknowledges that the Records are confidential pursuant to Section 411.011 and Section 1002.72, Florida Statutes, and confidential and exempt from the provisions of the Florida Public Records Law, Section 119.07(1), Florida Statutes. The COUNTY agrees it shall protect the Records and the data contained therein that it receives from the AGENCY in a manner that will not permit the personal identification of students and their parents by persons other than

those authorized to receive the records. Further, COUNTY acknowledges and agrees to abide by the privacy measures set forth in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), to the same extent that such measures are applicable to the AGENCY with respect to the information provided COUNTY under this Agreement.

4. The Parties mutually acknowledge that the provision of the Records by the AGENCY to the COUNTY is intended to assist the AGENCY in enhancing the cognitive, social and physical development of children and the AGENCY'S efforts to implement comprehensive program readiness services to eligible children.

5. The COUNTY will not disclose the Records to any third party without the prior written consent of the AGENCY, with the AGENCY consenting to disclosure to the entities set forth on the attached Exhibit "A", subject to the remainder of this paragraph 5. Exhibit "A" may be amended from time to time by the AGENCY'S Executive Director, with consent of the AGENCY'S counsel, and by the County Administrator / designee. COUNTY agrees that prior to any disclosure to a third party, including the entities set forth on Exhibit "A", either it or the AGENCY shall have a written contract in place whereby each such entity agrees to protect the Records and the data therein in a manner that will not permit the personal identification of an enrolled child or their parents by persons other than those authorized to receive the Records. Further, COUNTY agrees that only individuals who are authorized to receive or review the Records will have access to such records and the data contained therein, and that all such individuals shall abide by the requirements of confidentiality and non-disclosure contained in this Agreement and the Acts through execution of individual non-disclosure forms to be maintained by COUNTY, which form is attached hereto as Exhibit "B".

6. This Agreement may be terminated by any Party by giving the other Party sixty (60) days prior written notice of such termination. Upon termination of the Agreement and upon the AGENCY'S request, COUNTY shall either return or destroy all Records and any other information and documents provided to COUNTY by the AGENCY pursuant to this Agreement. In this regard, COUNTY shall also require all third parties which have Records and any other information and documents in accordance with this Agreement to return all such Records, information and documents to the AGENCY or destroy same.

7. Any notice or other written communications between the AGENCY and the Children's Services Council of Palm Beach County (CSC) shall be considered delivered when posted by certified mail or delivered in person to the respective party at the addresses indicated below:

To AGENCY:

To COUNTY:

Robert Weisman, County Administrator
Palm Beach County
301 N. Olive Ave. 11th Floor
West Palm Beach, FL 33401

8. This Agreement shall be interpreted and construed pursuant to the laws of the State of Florida. The venue of any such litigation shall be had only in the courts of Palm Beach COUNTY, Florida.

9. The relationship between the COUNTY and the AGENCY is that of independent contractors, and neither shall be considered a joint venturer, partner, agent, representative or other relationship of the other for any purpose expressly or by implication. ACCORDINGLY, NO RIGHTS

OR INTERESTS GRANTED HEREIN BY EITHER PARTY SHALL BE DEEMED TO CONFER ANY RIGHTS OF SUCH PARTY'S SOVEREIGN IMMUNITY TO THE OTHER, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, OR REPRESENTATIVES AND, AS SUCH, ALL RIGHTS AND INTERESTS OF SOVEREIGN IMMUNITY SHALL BE STRICTLY LIMITED TO EACH PARTY UNDER THE LAWS AND CONSTITUTION OF THE STATE OF FLORIDA.

10. This Agreement shall not be construed as constituting a waiver of any rights to sovereign immunity granted to the AGENCY and COUNTY under the laws and Constitution of the State of Florida.

11. COUNTY acknowledges that the AGENCY is a Florida not-for-profit, IRS designated 501(c)(3) corporation subject to the terms of Chapter 411.01, *et. seq.*, Florida Statutes, and other laws of the State of Florida and the United States of America now or hereafter enacted, as the same may be modified or amended from time to time. If any part of this Agreement is contrary to, prohibited by or deemed invalid under § 411.01, Fla. Stat., or any other applicable law or regulation of the State of Florida or the United States of America, such provision or obligation shall be inapplicable and be deemed omitted to the extent so contrary prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

12. This Agreement constitutes the entire understanding and agreement between the Parties with regard to the subject matter hereof and supersedes all other negotiations, understandings and representations, if any, made by and between the Parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signatures on following page

IN WITNESS WHEREOF the Parties have executed this Agreement to be effective as of the date first set forth above.

AGECNY:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Executive Director

By: _____
Robert Weisman, County Administrator

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY
COUNSEL TO THE AGENCY:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY
COUNSEL TO THE COUNTY:

By: _____

By: _____

Exhibit "A"

Entities Approved for Disclosure

Exhibit "B"

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges that he/she is authorized to receive or review from the AGENCY individual records (collectively the "Records") of children enrolled in AGENCY'S School Readiness programs and the Voluntary Pre-Kindergarten Education Program (see, respectively, Florida Statutes Section 411.01 *et. seq.*, and Section 1002.51 *et.seq.*) and will have access to such Records and to the data contained therein. The undersigned further agrees that he/she shall protect the Records and the data contained therein in a manner that will not permit the personal identification of an enrolled child or their parents by persons other than those authorized to receive the Records.

IN WITNESS WHEREOF, the undersigned has executed this Confidentiality Agreement as of the ____ day of _____, 2014

Signature

Print Name

Date