

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 9, 2014 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department

Submitted By: Community Services

Submitted For: Head Start/Early Head Start (HS/EHS)

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Data Provision and Confidentiality Agreement with Lutheran Services Florida, Inc. (LSF), effective July 1, 2014, to improve service delivery for infants and toddlers.

Summary: The County's HS/EHS grant funded operations ended on June 30, 2014. This agreement assists LSF in its continued efforts to increase recruitment for qualified families and ensures a seamless transition in order to provide services to infants and toddlers. The data sharing collaboration includes, but is not limited to educational assessments, participant application information, income verification documents, program eligibility, health disability and inclusion records. Federal and State initiatives encourage the development of collaborative agreements between agencies. This agreement reduces duplication of services; facilitates improved service delivery for infants and toddlers and utilizes available resources more effectively. This agreement is being submitted in accordance with Countywide PPM No. CW-O-051 to allow the Clerk's Office to note and receive this item. This agreement was executed by delegated authority. On March 11, 2014, the Board of County Commissioners authorized the County Administrator to execute data sharing agreements for this purpose. No County funds are required. (Head Start) Countywide (TKF)

Background and Justification: Federal and State initiatives encourage the development of collaborative agreements. These agreements will extend services to infants and toddlers who meet the eligibility criteria for Head Start.

Attachments: Data Provision and Confidentiality Agreement w/ LSF

Recommended By: 8/20/14
Department Director Date

Approved By: 8/26/14
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

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

# ADDITIONAL FTE POSITIONS (Cumulative)					
---	--	--	--	--	--

Is Item Included In Current Budget? Yes ___ No ___
 Budget Account No.:
 Fund ___ Dept ___ Unit ___ Object ___ Program Code ___ Program Period ___

**B. Recommended Sources of Funds/Summary of Fiscal Impact:
 No Fiscal Impact**

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

III. REVIEW COMMENTS

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

[Signature] 8/25/14
 OFMB KN JK
 8/21 8/21/14

[Signature] 8/26/14
 Contract Development and Control
 8-25-14 [Signature]

B. Legal Sufficiency:

[Signature] 8/26
 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

1 This Data Provision and Confidentiality Agreement ("Agreement") is entered into as of the day of July 2014, by and between Lutheran Services Florida, Inc., 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 COUNTY to provide information to the AGENCY which may include individual records of children enrolled in the COUNTY'S school readiness programs and the VPK program (collectively, the "Records"); and

WHEREAS, the COUNTY is willing to provide the Records to the AGENCY, and the AGENCY 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 COUNTY will provide to the AGENCY 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 AGENCY 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 AGENCY agrees it shall protect the Records and the data contained therein that it receives from the COUNTY 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, AGENCY 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 COUNTY with respect to the information provided AGENCY under this Agreement.

4. The Parties mutually acknowledge that the provision of the Records by the COUNTY to the AGENCY 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 AGENCY will not disclose the Records to any third party without the prior written consent of the COUNTY, with the COUNTY 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 Vice President, with consent of the AGENCY'S counsel, and by the County Administrator / designee. AGENCY agrees that prior to any disclosure to a third party, including the entities set forth on Exhibit "A", either it or the COUNTY 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, AGENCY 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 AGENCY, 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 COUNTY'S request, AGENCY shall either return or destroy all Records and any other information and documents provided to AGENCY by the COUNTY pursuant to this Agreement. In this regard, AGENCY 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 COUNTY or destroy same.

7. Any notice or other written communications between the AGENCY and the COUNTY shall be considered delivered when posted by certified mail or delivered in person to the respective party at the addresses indicated below:

To AGENCY:

Shawn Reid, VP of Operations
Lutheran Services Florida, Inc.
2210 Tall Pines Drive, Suite 220
Largo, FL 33771
And
Lynn Stone, Contracts Manager
2210 Tall Pines Drive, Suite 220
Largo, FL 33771

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.

AGENCY: LUTHERAN SERVICES
FLORIDA, INC.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: 

Shawn Reid, VP of Operations

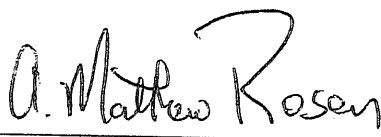
Executive - V.P

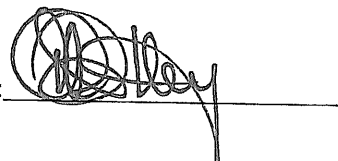
By: 

Robert Weisman, County Administrator

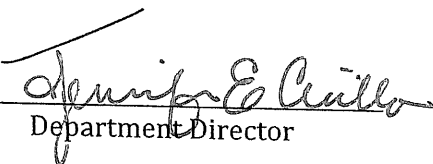
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY
COUNSEL TO THE AGENCY:

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

By: 

By: 

APPROVED AS TO TERMS
AND CONDITIONS:

By: 
Department Director

RESOLUTION R-2014-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA REPEALING RESOLUTION NO. R2011-1999 REGARDING THE HEAD START/EARLY HEAD START POLICY COUNCIL

WHEREAS, the Board of County Commissioners of Palm Beach County (BCC) adopted Resolution No. R-2011-1999 on December 20, 2011 in accordance with the Head Start Reauthorization Act 2007, regarding the Head Star/Early Head Start Policy Council (HS/EHS); and

WHEREAS, on June 30, 2014, the BCC Head Start/Early Head Start grant award ended, eliminating the need for a council and therefore may be dissolved; and

WHEREAS, a resolution is required to dissolve the HS/EHS Policy Council; and

WHEREAS, the BCC therefore wishes to dissolve the HS/EHS Policy Council by repealing Resolution No. R-2011-1999.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

- 1. Resolution No. R-2011-1999 is hereby repealed.
2. This resolution shall be effective immediately upon adoption by the BCC.

The foregoing Resolution was offered by Commissioner and moved its adoption. The motion was seconded by Commissioner upon being put to a vote, the vote was as follows:

Commissioner Priscilla A. Taylor, Mayor -
Commissioner Paulette Burdick, Vice Mayor -
Commissioner Hal R. Valeche -
Commissioner Shelley Vana -
Commissioner Steven L. Abrams -
Commissioner Mary Lou Berger -
Commissioner Jess R. Santamaria -

The Mayor thereupon declared the Resolution duly passed and adopted this day of , 2014.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

By: Chief Assistant County Attorney

SHARON R. BOCK, CLERK & COMPTROLLER

By: Deputy Clerk