



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	*				

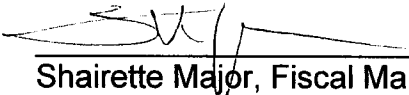
# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Budget Account No.:

Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_ Program Code/Period \_\_\_\_\_

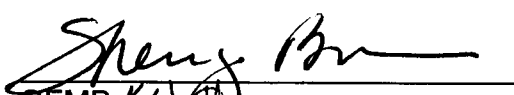
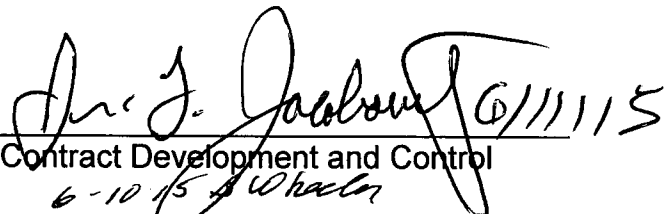
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

\*No fiscal impact.

**C. Departmental Fiscal Review:**   
 Shairette Major, Fiscal Manager I

**III. REVIEW COMMENTS**

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

 OFMB <i>30</i> <i>6/9</i> <i>6/9</i>	 Contract Development and Control <i>6-10-15</i> <i>J. Jacobson</i>
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**B. Legal Sufficiency:**

  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**DATA SHARING AGREEMENT  
BETWEEN  
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY  
AND  
PALM BEACH COUNTY**

**THIS AGREEMENT** is made and entered into in Tallahassee, Leon County, State of Florida, between the Florida Department of Economic Opportunity, hereinafter known as "DEO," having its principal office at 107 East Madison Street, Tallahassee, Florida 32399-4111, and Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as "PBC," having its principal office at 100 South Australian Avenue, 5<sup>th</sup> floor, West Palm Beach, Florida 33406. Collectively, DEO and PBC may hereinafter be referred to as the "Parties."

**WHEREAS**, except as otherwise provided in Section 443.012, Florida Statutes (F.S.), DEO has ultimate authority over the administration of Florida's Reemployment Assistance (RA) Program pursuant to Sections 20.60(5)(c), 443.1317(1)(a), F.S., and Chapters 73B-10 and 73B-11, Florida Administrative Code (FAC), and receives certain information required under such laws and rules from certain employers, and information provided by applicants or recipients applying for or receiving RA benefits; and

**WHEREAS**, Florida and federal laws provide that, although RA information is confidential and disclosure of the information is restricted pursuant to 20 CFR Part 603, 42 United States Code 1320b-7(a), Section 1137 of the Social Security Act, and section 443.1715, F.S., DEO is authorized, with specific safeguards, to provide RA information maintained by DEO, and PBC is authorized, with specific safeguards, to access and use said information for the purpose stated herein; and

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

**I. PURPOSE**

The purpose of this Agreement is to establish confidentiality guidelines for providing PBC Quarterly Census of Employment and Wages (QCEW) data including confidential RA information. As part of its economic and community development efforts, the Palm Beach County, Department of Economic and Sustainability, routinely conducts economic impact analyses which requires the confidential data to ascertain economic impacts of specific projects in terms of job creation and gross domestic product. The confidential data is also needed to assist in the analysis of growth and development of targeted industry clusters and ways in which growth and development might be enhanced. This confidential data will only be accessible by PBC's employees who have a valid need for access to this information.

## **II. INFORMATION TRANSMISSION**

DEO will furnish the confidential QCEW information to the PBC. The information transfer shall consist of employer names, addresses, telephone numbers, industry codes, and tabulations of the employment and total wages paid by these employers, and be encrypted using a Federal Information Processing Standards (FIPS) 140-2 compliant algorithm (e.g., AES 256, AES 512, TDES). The information transfer shall occur by email or by file transfer protocol using a secure website. Exchange of the encryption key shall occur via secure email or direct phone contact with the PBC. The transfer of the data will be at a mutually agreed upon time. This confidential data being provided is not individual employee or claimant information and therefore would not include any social security numbers, dates of birth, or individual names.

## **III. TERM OF AGREEMENT**

This Agreement shall take effect on the last date of signature by all Parties to this Agreement and shall remain in effect for three (3) years thereafter, or until terminated in accordance with Section XI of this Agreement. Notwithstanding the termination of the Agreement for either of these reasons, however, the obligations of Sections IV through IX shall survive the expiration or termination of this Agreement.

## **IV. INSPECTION OF RECORDS**

PBC shall permit DEO, or its designees, to conduct inspections described in this paragraph, or make on-site inspections of records relevant to this Agreement to ensure compliance with 20 CFR 603.5-603.10 and section 443.1715, F.S. Such inspections may take place with or without notice during normal business hours wherever the records are maintained. PBC shall ensure a system is maintained that is sufficient to permit an audit of PBC's compliance with this Agreement and the requirements specified above. Failure to allow such inspections constitutes a material breach of this Agreement.

## **V. DISCLOSURE**

- A.** The Parties shall safeguard and maintain the confidentiality of all information received under this Agreement in accordance with the provisions of 20 CFR Part 603 and Chapter 443, F.S.
  
- B.** PBC may not publish or redisclose confidential information obtained under this Agreement to any individual or entity that is not a party to this Agreement. This prohibition does not prohibit PBC from releasing aggregate data that does not contain any employer identifying information; provided, however, that this aggregate information may not be released if, when used in combination with other generally available information, it would reveal the identity of any employer and/or establishment. This prohibition includes, but is not limited to, the creation and publication of maps which provide the location of employers and/or establishments, irrespective of whether these maps list the names and/or addresses of the employers or establishments.

- C. Where aggregate information is presented by region, geographical area, industry code, zip code, or other category, no such region, geographical area, industry code, zip code, or other category may contain fewer than three (3) employers and/or establishments. Moreover, where aggregate information is presented in this manner, the report releasing such aggregate information may not identify any region, geographical area, industry code, zip code, or other category in which the percentage of employment attributable to any single employer or establishment meets or exceeds eighty percent (80%).

**VI. AMENDMENTS AND CHANGES**

This Agreement incorporates all prior negotiations, interpretations, agreements, and understandings that may have been entered into between the Parties and is the full and complete expression of their agreement concerning confidentiality of employer information. With exception of designating or changing liaisons in Section XII, any change, alteration, deletion, or addition to the terms set forth in this Agreement must be by written amendment executed by authorized signatories.

**VII. ASSURANCES**

- A. As authorized in this Agreement, PBC shall use the information received from DEO only to carry out its duties and responsibilities in accordance with this Agreement.
- B. Information thus obtained from DEO may not be re-disclosed by PBC except as provided in Section V. of this Agreement.
- C. PBC understands and acknowledges that DEO does not warrant the accuracy of the information provided.
- D. The Parties will make reasonable efforts to cooperate to resolve all Agreement and technical matters related to this Agreement.

**VIII. CONFIDENTIALITY OF INFORMATION**

- A. PBC agrees that confidential information shall not be used for any purposes not specifically authorized by this Agreement. PBC agrees that confidential information will be used only to the extent necessary to assist in its valid administrative needs, and shall be disclosed only for those purposes as defined in this Agreement, and only to those persons who have a valid need for access to this information.
- B. PBC agrees that confidential information shall be stored in a place physically and electronically secure from access, review, or retrieval by unauthorized persons through physical, magnetic, media or electronic means. PBC agrees not to store, or allow its employees, agents, and subcontractors to store, any confidential information on any portable storage media (e.g., laptops, thumb drives) capable of storing the information.

- C. PBC agrees that precautions will be taken to ensure that only authorized employees who have a recognized need to know are given access to systems containing the confidential information exchanged under this Agreement.
- D. PBC shall instruct all personnel with access to the confidential information regarding the confidential nature of the information, the requirements of this Agreement, and the sanctions specified in Florida RA laws, as well as 20 CFR Part 603, against unauthorized disclosure of information covered by this Agreement. PBC shall be held responsible for ensuring that its employees, agents, contractors, and subcontractors comply with the safeguards of 20 CFR 603.9.
- E. PBC shall destroy all confidential information provided by DEO under this Agreement in its possession or in its employees' possession when the information is no longer needed for the specific purpose authorized in this Agreement, pursuant to the requirements of 20 CFR 603.9(b)(vi). PBC shall destroy any duplicate, copy, or other replication of confidential information provided under this Agreement in a manner which will prevent reconstruction, duplication, access, and inappropriate use or release of the information.
- F. PBC shall immediately, fully, and promptly report to DEO any infraction of any provision of this Agreement, section 443.1715(1), F.S., or any provisions of 20 CFR Part 603.
- G. PBC shall promptly notify DEO of any breach of security related to confidential RA information in the possession of PBC, its employees, agents, contractors or subcontractors, but in no case later than ten (10) days after determination of the breach of security or reason to believe the breach occurred. PBC agrees to work with DEO for full compliance with section 501.171, F.S., as applicable. In the event of a breach of security concerning confidential information in the possession of PBC or its employees, agents, and subcontractors, DEO has the right under this Agreement to determine if section 501.171, F.S., applies. DEO will determine if notifications are necessary, and if so, the procedure for making those notifications. PBC agrees to provide breach notifications when determined necessary by DEO. PBC shall not provide breach notices without prior written approval of DEO, whose approval shall not be unreasonably withheld. PBC is responsible for all cost incurred in sending breach notifications due to any breach caused by PBC or its employees, agents, and subcontractors.
- H. As required in 20 CFR 603.10(c), if DEO, in its sole discretion, determines that PBC fails to comply with any provision of this Agreement regarding maintenance of the confidentiality of the RA information, this Agreement will be immediately suspended by DEO. Further disclosure of information (including any disclosure being processed) to PBC will be prohibited, until DEO is satisfied that corrective action has been taken and there will be no further breach. In the absence of prompt and satisfactory corrective action, this Agreement will be terminated, and PBC must surrender to DEO all confidential RA information (and copies thereof) in its possession or in the possession of its employees, agents, or subcontractors, and which has not previously been returned to DEO.

**IX. LIABILITY AND INDEMNIFICATION**

Each Party is responsible only for its own intentional acts, negligence, or omissions, or those of its employees, agents, officers, heirs, and assignees, including inappropriate release or use of the confidential employer information provided by DEO under this Agreement. Nothing in this Section shall be construed to as an indemnity or a waiver of sovereign immunity enjoyed by any Party to this Agreement.

**X. COSTS**

There are no costs associated with this Agreement.

**XI. TERMINATIONS, EXTENSIONS AND AMENDMENTS**

- A. DEO may terminate this Agreement for cause at any time, without prior notice or warning, effective immediately upon receipt by PBC of a Notice of Termination for Cause.
- B. Any Party may terminate its participation in this Agreement without cause, for its convenience, by providing a minimum of thirty (30) days written notice thereof to the other party. If terminated by PBC, PBC shall dispose of all confidential information in accordance with 20 CFR 603.9(b)(vi).
- C. If DEO, in its sole discretion, determines that PBC has failed to comply with any provision of this Agreement, DEO shall immediately suspend this Agreement until DEO is satisfied that corrective action has been taken, as required in 20 CFR § 603.10. If DEO suspends PBC's participation in the Agreement for corrective action, and DEO, in its sole discretion, determines that prompt and satisfactory corrective action has not occurred, DEO must terminate this Agreement.

**XII. AGENCY CONTACTS**

- A. DEO designates as its liaison for all issues relating to this Agreement, Kathie Hughes, whose title is Economic Manager, and who may be contacted by telephone at (850) 245-7237, or by e-mail at [Kathie.Hughes@deo.myflorida.com](mailto:Kathie.Hughes@deo.myflorida.com), and whose address is 107 E. Madison Street, MSC G-020, Tallahassee, Florida 32399-4111.
- B. PBC designates as its liaison for all issues relating to this Agreement, Greg Vaday, whose title is Principal Planner, and who may be contacted by telephone at (561) 233-3630 or by e-mail at [gvaday@pbcgov.org](mailto:gvaday@pbcgov.org), and whose address is 100 South Australian Avenue, 5<sup>th</sup> floor, West Palm Beach, Florida 33406.
- C. In the event that any Party to this Agreement replaces, adds, or removes any liaison identified in this Section, the Party shall immediately inform the other Parties by email of this change.

IN WITNESS HEREOF, the Parties agree to the terms and conditions set forth in this Agreement, and upon placing their signatures, have hereby caused this six (6) page Agreement to be executed.

**FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY**

**PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Printed Name: Adrienne Johnston  
Title: Chief  
Bureau of Labor Market Statistics

Printed Name: Shelley Vana  
Title: Mayor, Board of County Commissioners

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

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

**PALM BEACH COUNTY REQUIRED SIGNATURE BLOCK**

ATTEST: Sharon R. Bock,  
Clerk & Comptroller

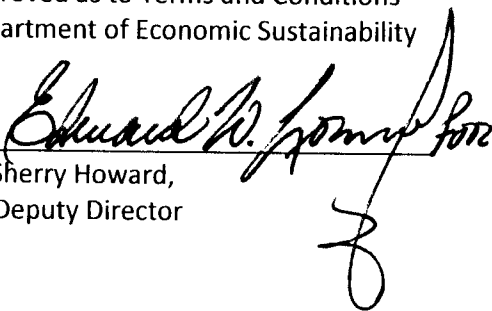
By: \_\_\_\_\_  
Deputy Clerk

Document No.: \_\_\_\_\_

Approved as to Form  
And Legal Sufficiency

Approved as to Terms and Conditions  
Department of Economic Sustainability

By: \_\_\_\_\_  
James Brako,  
Assistant County Attorney

By:   
Sherry Howard,  
Deputy Director

**FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY  
Office of General Counsel**

Approved as to form and legal sufficiency,  
subject only to full and proper execution  
by the Parties

By: \_\_\_\_\_

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