

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	0	0			
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes ___ No ___

Budget Account No.:

Fund N/A Dept N/A Unit N/A Object N/A Program Code N/A Program Period ___

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

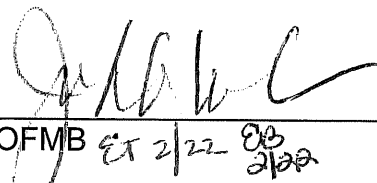
No Fiscal Impact.

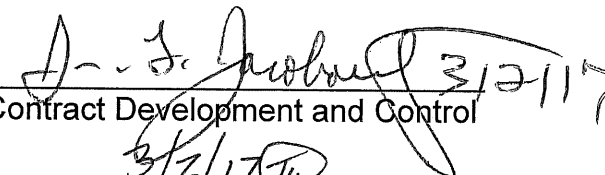
C. Departmental Fiscal Review:


 Julie Dowe, Director, Financial & Support Svcs

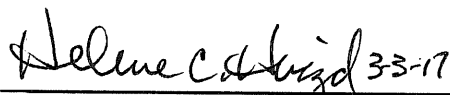
III. REVIEW COMMENTS

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


 OFMB ET 2/22 OB 2/22


 Contract Development and Control 3/2/17
 3/2/17 TW

B. Legal Sufficiency:


 Assistant County Attorney 3-3-17

C. Other Department Review:

Department Director

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

DATA PROVISION AND CONFIDENTIALITY AGREEMENT
BETWEEN
The City of West Palm Beach
and
Palm Beach County

This Agreement is made as of the _____ day of _____, 2017, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as “the County”, and the City of West Palm Beach, a Political Subdivision of the State of Florida, by and through its City Commission, hereinafter referred to as “the City”. The City and the County are individually referred to herein as “Party” and collectively as the “Parties.”

Recitals:

WHEREAS, the City of West Palm Beach, Department of Housing and Community Development serves as the administrator of the Housing Opportunities for Persons With AIDS (HOPWA) Program funded by the United States Department of Housing and Urban Development; and the Palm Beach County Department of Community Services - Ryan White Program is the Continuum of Care that provides HIV/AIDS services funded by the Federal Ryan White HIV/AIDS Treatment Extension Act of 2009, Part A (Ryan White Act); and

WHEREAS; the Palm Beach County Department of Community Services - Ryan White Program and the City of West Palm Beach Department of Housing and Community Development collaboratively provide HIV/AIDS services funded by the Federal Ryan White HIV/AIDS Treatment Extension Act of 2009, Part A (Ryan White Act) and the Housing and Urban Development (HUD) Housing Opportunities for Persons With AIDS (HOPWA) Program and

WHEREAS, the Ryan White Act pays for health and social services for those who meet medical eligibility and program requirements, and the HOPWA Program provides housing and supportive services for eligible persons living with HIV/AIDS; and

WHEREAS, on February 4, 2015, the County entered into a contract with Groupware Technologies, Inc. for Provide Enterprise software that enables the County to operate a client services database for the Ryan White program; and

WHEREAS, the County and the City provide services to mutual clients and it is beneficial to both the County and the City to be able to share data regarding their mutual clients.

IN CONSIDERATION of the mutual terms, conditions, promises, and covenants hereinafter set forth, the County and the City agree as follows:

ARTICLE 1 – STATEMENT OF AGREEMENT

1.1 The foregoing recitals are true and correct and are incorporated herein by reference. The County will provide the City access to limited client level health information through the County's HIV client database (Provide Enterprise). The City agrees to maintain HOPWA health and housing services data in the County's Provide Enterprise system. The City and County agree to share access to client-level data for clients who receive both Ryan White Part A and HOPWA services.

ARTICLE 2 – TERM OF THE AGREEMENT

2.1 This Agreement shall commence on the date it is fully executed and remain active for a period of three years from the date shown above, with one three-year option for renewal at the sole discretion of the County.

ARTICLE 3 – SHARING AND OWNERSHIP

3.1 Each Party shall obtain client consent to share personal health information in the Ryan White Coordinated Services Network (CSN), utilizing the form contained at **Exhibit A**.

3.2 Each Party agrees to maintain and supply data in the manner (including format, accuracy and timeliness) as mutually agreed upon. In some cases, this will require modification to current practices. Such information shall be accessible to both Parties, subject to access and security procedures, license agreements, and Federal, State and local law.

3.3 The City and the County agree to develop common protocol related to data uploads; data entry, and data system maintenance. The County may suspend access rights to individual users of the Provide Enterprise system for violations of protocol, at the sole discretion of the County.

3.4 The County and the City shall determine specific data elements that will be shared between the provider agencies listed on Exhibit A, Client Consent Form. The County shall establish individual user rights for access to client-level data for end-users of the Provide Enterprise system.

3.5 The City agrees it is solely responsible to inform any agency with which the City contracts to perform the City's obligations under this agreement, of each and every provision of this Data Sharing Agreement, and shall require each such agency to comply with this Data Sharing Agreement.

ARTICLE 4 – PROJECT MANAGEMENT/NOTICE

4.1 Until otherwise notified in writing, the Project Manager for the City is Mark White, HCD Administrator, Department of Housing and Community Development, 401 Clematis Street, 3rd Floor, West Palm Beach, FL 33401, (561) 822-1254. The Project Manager for the County is Geoffrey Downie, Ryan White Part A Program Manager, Palm Beach County Department of Community Services, 810 Datura St. West Palm Beach, FL 33401, (561) 355-4730. The Parties

shall direct all matters arising in connection with the performance of this Agreement to the attention of the Project Managers for resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this Agreement.

4.2 All notices, demands, or other communications to the Parties under this Agreement shall be in writing and shall be deemed received if sent by certified mail, return receipt requested, to:

if sent to the County:

Geoffrey Downie, Ryan White Part A Program Manager
Palm Beach County Department of Community Services
810 Datura Street
West Palm Beach, Florida 33401

and if sent to the City:

Armando Fana, Director Department of Housing and Community Development
City of West Palm Beach
401 Clematis Street, 3rd Floor
West Palm Beach, FL 33401

The Parties agree to provide a copy of all such notices under this Agreement to each Project Manager. All notices required by this Agreement shall be considered delivered upon receipt. Should either party change its address for notifications, written notice of such new address shall promptly be sent to the other party.

ARTICLE 5- TERMINATION

5.1 This Agreement may be terminated by either Party upon sixty (60) days' prior written notice, with or without cause.

ARTICLE 6 – STANDARDS OF COMPLIANCE

6.1 The Parties and their employees shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement.

6.2 The laws of the State of Florida shall govern all aspects of this Agreement. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

6.3 The Parties acknowledge that the data to be shared pursuant to this Agreement is confidential pursuant to Florida Law. The parties agree to abide by the provisions of the Florida Public Records Law. The City agrees it shall protect the data that it receives from the County in a manner that will not permit the personal identification of clients by persons other than those authorized to

receive the data. Further, the City 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 in this Agreement.

ARTICLE 7 – NON-DISCRIMINATION

7.1 The CITY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

ARTICLE 8 – GENERAL PROVISIONS

8.1 Each party shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of the other Party. Any attempted assignment in violation of this provision shall be void.

8.2 In the event any provisions of this Agreement shall conflict, or appear to conflict, the Agreement including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

8.3 If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

8.4 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the Parties hereto.

8.5 This Agreement states the entire understanding and Agreement between the Parties and supersedes any and all written or oral representations, statements, negotiations, or Agreements previously existing between the Parties with respect to the subject matter of this Agreement.

The Parties recognize that any representations, statements or negotiations made by the Parties’ staff do not suffice to legally bind the Parties in a contractual relationship unless they have been reduced to writing and signed by the Parties’ representatives.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County and the City Commission of the City of West Palm Beach has made and executed this Agreement on behalf of the City on the day and year written above.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: *Helene C. Berg*
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: *J. J. [Signature]*
Department Director

ATTEST:

CITY OF WEST PALM BEACH

Hazel L. Canon
City Clerk

By: *Geraldine Muoio*
Geraldine Muoio, Mayor

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By: *SAT*



Client Consent Form

AUTHORIZATION TO DISCLOSE CONFIDENTIAL INFORMATION AND PRIVACY AND SECURITY OF YOUR CLIENT RECORDS

This document is intended to provide you with information regarding disclosure of confidential information, and privacy and security practices in the Ryan White program.

The Coordinated Services Network (CSN) is a collaborative group of organizations that provide medical and support services funded by the federal Ryan White HIV/AIDS Treatment Extension Act of 2009.

Services provided by members of the Coordinated Services Network are funded by Palm Beach County Department of Community Services, Ryan White Part A; Florida Department of Health, Ryan White Part B, HIV/AIDS Patient Care Programs, (Patient Care Network and 4B General Revenue), and AIDS Drug Assistance Program (ADAP); Florida Medicaid Project AIDS Care (PAC); City of West Palm Beach, Department of Housing and Community Development, Housing Opportunities for Persons with AIDS (HOPWA); and other local, state or national funding sources that directly pay for your care (including private health insurance).

The Coordinated Services Network is committed to ensuring that the information maintained in your client records remains confidential, secure, and can be accessed only by individuals authorized to do so. Data will only be shared within the Network of funded provider agencies upon client request to obtain Ryan White funded services, on behalf of this agency.

The agencies listed below have entered into an agreement with the Coordinated Services Network to provide a comprehensive and coordinated level of care:

- Palm Beach County Department of Community Services Florida
- Department of Health in Palm Beach
- County Foundcare, Inc.
- Compass, Inc.
- Legal Aid Society of Palm Beach County
- Healthcare District of Palm Beach County
- Health Council of Southeast Florida/Treasure Coast Health Council
- AIDS Healthcare Foundation
- City of West Palm Beach, Department of Housing and Community Development
- Palm Beach County Housing Authority
- Jerome Golden Center for Behavioral Health

The CSN uses a shared data collection and management system. **Your information will be maintained securely and is only shared with your consent. Client data will only be shared between agencies that provide or pay for an individual client's services.**

CLIENT NAME: _____

The CSN medical and support service providers will disclose to funding and specified service providers the required data base demographic and Personal Health Information (PHI) about you (including medical, dental, HIV test results, substance abuse prevention, psychiatric/psychological, , and case management)(_____ Client initial for listed PHI). Disclosure is for the purpose of coordinating payment for care, treatment, health care operations, and to demonstrate that the quality of care provided is in accordance with accepted standards.

Client Signature: _____