

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Does this item include the use of federal funds? Yes X No

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.

DocuSigned by:

Julie Dowe

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C. Departmental Fiscal Review:

Julie Dowe, Director of Finance and Support Services

III. REVIEW COMMENTS

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

Robert Brewer 6/24/2020
 OFMB *6/24*

Dr. J. J. Jankov 6/30/2020
 Contract Development and Control *6/30/20 TL*

B. Legal Sufficiency:

Deleene Calkins 6-30-2020
 Assistant County Attorney

C. Other Department Review:

DocuSigned by:

Archie Satchell

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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**

WPB# 25514

This Agreement is made as of the ____ day of _____, 2020, by and between 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”, 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 and the County mutually recognize the importance of enhancing the health and human services system of care and have each implemented various programs towards addressing such goal; and

WHEREAS, the Palm Beach County Community Services Department and the City of West Palm Beach Department of Housing and Community Development collaboratively provide services funded by the U.S. Department of Housing and Urban Development (HUD) and the U.S. Department of Health and Human Services (HHS); 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; and

WHEREAS, the County has entered into a contract with Groupware Technologies, Inc. for Provide Enterprise (PE) software, Eccovia Solutions, Inc. for ClientTrack (CMIS) software, and has developed the Online System for Community Access to Resource and Social Services (OSCARSS) for interoperability between County client services databases, hereinafter referred to collectively as “Data Management Information Systems,” that enables interoperability between County client services databases; and

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 information through Provide Enterprise, ClientTrack, and OSCARSS, hereinafter referred to as “Data Management Information Systems”. The City agrees to maintain health and human services data in the County’s Data Management Information Systems. The City and County agree to share access to client-level data for clients who or are seeking or receive services from both Parties

ARTICLE 2 – TERM OF THE AGREEMENT

2.1 This Agreement shall commence on the date it is fully executed and will automatically renew annually for five (5), one (1) year terms unless terminated by either Party as provided under Article 5.

ARTICLE 3 – SHARING AND OWNERSHIP

3.1 Each Party shall obtain client consent to share in the Data Management Information Systems

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 Data Management Information 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 within the coordinated health and human services system of care. The County shall establish individual user rights for access to client-level data for end-users of the Data Management Information Systems.

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 Jennifer Ferriol, HCD Director, Department of Housing and Community Development, 401 Clematis Street, 3rd Floor, West Palm Beach, FL 33401, (561) 822-1250. The Project Manager for the County is James Green, Director, Palm Beach County Department of Community Services, 810 Datura St. West Palm Beach, FL 33401, (561) 355-4720. 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:

James Green, Director
Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, Florida 33401

and if sent to the City:

Jennifer Ferriol, 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 received upon mailing. 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 with or without cause upon sixty (60) days' prior written notice.

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 County is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution

R2017-1770, as may be amended, the City warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

7.2 As a condition of entering into this Agreement, the City represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the City shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of sub-contractors, vendors, suppliers, or commercial customers, nor shall the City retaliate against any person for reporting instances of such discrimination. The City shall provide equal opportunity for sub-contractors, vendors and suppliers to participate in all of its public sector and private sector sub-contractors and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The City understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. City shall include this language in its sub-Agreements.

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.

ARTICLE 9 - COUNTERPARTS

9.1 This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The County may execute the Agreement through electronic or manual means. City shall execute by manual means only, unless the County provides otherwise.

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: _____
Dave Kerner, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

DocuSigned by:
Helene C. Hoigh
By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

DocuSigned by:
Taruna Malhotra
By: _____
Department Director

ATTEST:

CITY OF WEST PALM BEACH

Harold F. Casper

City Clerk

By: *Keith James*

Keith James, Mayor

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By: *Shellette*

City Attorney